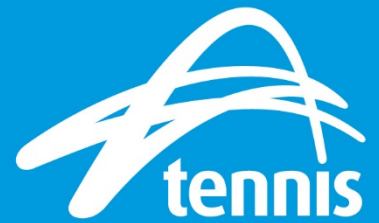


**NATIONAL
POLICY**



**ONLINE SYSTEMS:
CONDITIONS OF USE**

Online Systems: Conditions of Use

1. Background and Purpose

- 1.1 Tennis Australia Limited (**TA**) provides access to a number of online systems for the benefit of tennis players, tennis fans and other tennis stakeholders including but not limited to MyTennis, League Manager and Competition Manager (**Online Systems**). These Online Systems are generally operated by TA on servers in Australia, but may be operated by third parties contracted by TA from time to time, using servers both in Australia and overseas.
- 1.2 It is important that members of the tennis community conduct themselves appropriately whilst using the Online Systems.
- 1.3 The purpose of this Online Systems: Conditions of Use (**Conditions of Use**) is to protect, promote and educate the tennis community on the safe and appropriate use of the Online Systems, and to enable TA to take action when the Online Systems are used inappropriately.

2. Conduct

- 2.1. TA wants everyone who uses the Online Systems to have a safe and enjoyable experience and TA needs your help to ensure this is the case.
- 2.2. As such, in using the Online Systems you agree that you will not:
 - (a) post content that:
 - i. contains hate speech or may be interpreted as being racially offensive;
 - ii. is threatening, aggressive, abusive, offensive, intimidating, sexually explicit, racist, sexist or otherwise inappropriate;
 - iii. constitutes pornographic or profane material, or contains nudity or graphic or gratuitous violence;
 - iv. is likely to or intended to incite violence;
 - (b) use an Online System for any improper or unlawful purpose, including without limitation:
 - i. stalking, harassing, bullying or discriminating against other users;
 - ii. misleading or deceptive conduct, defamation, libel or a breach of confidence;
 - iii. posting content that interferes with the conduct of any event or activity run by an Australian Tennis Organisation (as that term is

defined in the Tennis Member Protection Policy);

iv. accessing, disclosing and/or using personal information stored in an Online System for a purpose other than the primary purpose that such information was collected (unless an exception applies under the Australian Privacy Principles). Note that exceptions under the Australian Privacy Principles include, but are not limited to where:

- A. the individual has consented to their personal information being used or disclosed for a specific purpose other than the primary purpose;
- B. the individual would reasonably expect the use or disclosure of their personal information for a purpose other than the primary purpose, and that other purpose is related to the primary purpose of collection; or
- C. the use or disclosure for a purpose other than the primary purpose is required or authorised by or under an Australian law or a court/tribunal order;

- (c) impersonate any other person or entity while using the Online Systems;
- (d) upload viruses or other malicious code designed to damage the Online Systems;
- (e) do anything that could disable, overburden, or impair the proper working or appearance of an Online System;
- (f) copy or reverse-engineer any Online System;
- (g) collect content from any Online System using automated means (such as harvesting bots, robots, spiders, or scrapers); or
- (h) post or send unauthorised commercial communications (such as 'spam' or advertisements) on, or using personal information from, the Online Systems.

2.3. TA may delete any content from any Online System at any time (in its sole and absolute discretion).

3. Intellectual Property

3.1. All copyrights in all components of the Online Systems are owned or licensed by TA unless otherwise indicated.

3.2. You must not copy, modify or transmit any component of or material from the Online Systems without TA's consent. In particular, you must not incorporate any component or material from any part of an Online System in any commercial work or publication, and no component of or material from an Online System may be distributed or copied for any commercial purpose. You may save, print or

reproduce copy from the Online Systems **solely** for your personal (non-commercial) education or information.

- 3.3. The Online Systems also contain trade marks which may be registered and other intellectual property rights or otherwise protected by law. These include without limitation the TA logo and the logos of tennis tournaments. You are **not** permitted to copy or use these trade marks.
- 3.4. Where you are invited to submit any contribution to an Online System (including text, photographs, graphics, video or audio) you agree, by submitting your contribution, to:
 - (a) warrant to TA that your contribution is your own original work, is not defamatory, does not infringe any law, that you have the right to make it available to TA and will not infringe or violate any other person's rights, including their intellectual property rights; and
 - (b) grant TA a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, modify, distribute, and exercise all copyright and publicity rights with respect to your contribution worldwide. If you do not want to grant to TA the rights set out above, you should not submit your contribution to any Online System.
- 3.5. You are not permitted to publish links to Online Systems on your own websites or systems without TA's express permission.

4. Your personal information

- 4.1. TA respects your privacy. The personal information you submit while using an Online System will be collected, used and disclosed in accordance with any privacy statement disclosed to you and the Tennis Privacy Policy (<http://www.tennis.com.au/privacy>), which contains information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy, and how the complaint will be dealt with.
- 4.2. In certain limited situations, the information that you submit while using an Online System may be made publically available in accordance with the Tennis Privacy Policy. For example:
 - (a) if you are a TA coach member, your business and contact details may be advertised to prospective participants at www.tennis.com.au; or
 - (b) if you are a tennis player with TA, your name, age/year of birth, location and/or contact details may appear on tennis rankings, tournament schedules, competition schedules and results pages.
- 4.3. It is your responsibility to keep your personal details, including contact information, accurate and up-to-date so TA can most effectively communicate with you and

operate the Online Systems for your benefit.

5. Anti-spam notice

- 5.1. You **must not** use any personal information (including, but not limited to names, locations and any email addresses) that appears on an Online System without express consent to send out unsolicited commercial electronic messages (whether by you personally or by another third party).

6. Sign on credentials

- 6.1. You may be required to register or sign-on as a user to access certain areas of the Online Systems. You may need to provide an ID, username, password or other sign-on credentials and when doing so. You must ensure that you keep your sign-on credentials secret and that you do not disclose them to anyone – as you are responsible for all activities undertaken under your sign-on credentials.
- 6.2. It is your responsibility to notify TA immediately of any unauthorised use of your sign-on credentials as soon as you become aware of it.
- 6.3. You must not transfer your sign-on credentials to anyone without first obtaining TA's permission.
- 6.4. TA may merge your records if you have duplicate or superfluous sign-on credentials or other records on Online Systems in order to improve the operation of the Online Systems for your benefit.
- 6.5. If you are under 16 years old, you should obtain the consent of your parent or guardian before using or registering for an Online System.

7. Administrators

- 7.1. Some components of Online Systems are only available to TA personnel, Australian Tennis Organisations' personnel, or particular groups of TA stakeholders (coaches, officials, schools). Certain persons are granted the ability to administer elements of Online Systems. If you are an administrator of an Online System, your role is to:
 - (a) ensure that the information you record in an Online System is accurate and complete;
 - (b) update information in Online Systems as and when you become aware that the information is out-of-date;
 - (c) maintain the security of your administrator sign-on credentials;
 - (d) comply with all aspects of these Conditions of Use; and
 - (e) if you are recording, accessing, disclosing and/or using personal information in an Online System, ensure:

- i. the relevant individual is notified that his/her personal information will be used in accordance with the Tennis Privacy Policy (as defined in paragraph 4.1); and
- ii. such personal information in the Online System is used only for the purpose it is provided (being for tennis activities and not for any other purpose).

8. No liability for content

- 8.1. TA may update any content on any Online System from time to time at its discretion, without notice.
- 8.2. The Online Systems contain links to other websites or systems including social media channels. TA provides these links as a courtesy and ready reference for engaging in tennis and not as an endorsement of any website or system, its operator or any goods or services promoted. TA is not responsible for, and will not be liable in respect of, the content or operation of any other websites or system.
- 8.3. Subject to any applicable law which cannot be excluded:
 - (a) you use the Online Systems at your own risk;
 - (b) TA provides you with access to the Online Systems without any express or implied warranties, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement;
 - (c) TA does not guarantee, or make any representations or warranties that the Online Systems will always be safe, secure, complete, available, and free of errors;
 - (d) TA excludes all warranties, whether express or implied, in relation to the Online System and any goods or services accessible or promoted via the Online Systems.
- 8.4. TA excludes and will not, in any case, be liable for:
 - (a) any direct loss or damage that you may suffer as a result of using the Online Systems;
 - (b) any loss of profit, business opportunity, goodwill, anticipated savings or data, or for any special, indirect, incidental or consequential loss or damages of whatsoever kind resulting from your use of the Online Systems, even if TA was aware or ought to have been aware of the possibility of such loss or damage;

however arising, whether in contract, tort, negligence, misrepresentation or otherwise.

9. Allegations of breach

- 9.1. If you are concerned that there has been any conduct which breaches or contravenes these Conditions of Use, the reporting procedures outlined in the Tennis Member Protection Policy (**MPP**) should be followed.
- 9.2. For ease of reference, the reporting mechanisms in the MPP are replicated below. Note that capitalised terms in the paragraphs below have the same meaning as those terms are defined in the MPP.
- 9.3. A complaint regarding an alleged breach of these Conditions of Use (**Complaint**) can be made via:
- (a) a Member Protection Information Officer of an Australian Tennis Organisation;
 - (b) the President, or in their absence the nominee, of the relevant Australian Tennis Organisation;
 - (c) a TA Integrity Officer at integrity@tennis.com.au; or
 - (d) TA's Whistle-Blower Service - Stopline. Stopline can be contacted via their website <http://stopline.com.au/whistleblowing-program/> or via their hotline 1800 11 72 33,
- (in each case, a **Complaint Recipient**).
- 9.4. Following receipt of the Complaint, the Complaint Recipient must register the Complaint with the TA Integrity and Compliance Unit (**TAICU**) through TA's online Complaint Management System (CMS) which can be found at: <https://integrity.tennis.com.au/#/webform>.

10. Investigations

- 10.1. A member of the TAICU may then conduct an investigation into the Complaint.
- 10.2. The Complaint investigation process conducted by the member of the TAICU may or may not include any one or more of the following steps:
- (a) collecting witness statements;
 - (b) conducting interviews;
 - (c) conducting a forensic investigation of the Online Systems;
 - (d) collecting any other information deemed relevant or necessary;
 - (e) requesting a written response from the person alleged to have breached these Conditions of Use (**Respondent**); and/or
 - (f) requesting a written response from any other parties involved in or

connected to the Complaint.

- 10.3. At the commencement of the investigation of a Complaint, the member of the TAICU must notify the Respondent in writing of the following:
- (a) that these Conditions of Use apply to the Complaint;
 - (b) the details of the alleged breach/es (as well as providing a copy of these Conditions of Use); and
 - (c) that the Respondent may provide a statement responding to the alleged breach/es within seven (7) days, or such other period determined by the member of the TAICU,

(Notice of Alleged Breach/es).

- 10.4. The Respondent must provide their response within the timeframe stipulated in the Notice of Alleged Breach. The member of the TAICU conducting the investigation has discretion to determine whether to extend the time by which a response may be received.
- 10.5. Following the investigation of a Complaint, the member of the TAICU may determine that TA:
- (a) take no further action; or
 - (b) declare a breach of these Conditions of Use has occurred.

11. Breach

- 11.1. If there has been a declaration of a breach of these Conditions of Use under paragraph 10.5(b), TA or the relevant ATO may take any one or more of the following actions:
- (a) block the Respondent's access to Online Systems;
 - (b) deactivate any sign-on credentials the Respondent holds;
 - (c) impose a warning;
 - (d) issue a censure;
 - (e) suspend, cancel or revoke any accreditation, licence, membership or affiliation the Respondent has with TA and/or the relevant ATO;
 - (f) ban the Respondent from taking part in any tennis activity, function or role for a period of time not exceeding two years; and/or
 - (g) take any other action which TA deems necessary, proportionate and

reasonable.

12. General

- 12.1. These Conditions of Use may be updated by TA from time to time. TA will post, or link to, any new or updated Conditions of Use at <https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>. Your continued use of the Online Systems constitutes acceptance of the new and updated Conditions of Use.
- 12.2. These Conditions of Use are governed by the laws of the State of Victoria, Australia and you submit to the exclusive jurisdiction of the Victorian courts.
- 12.3. Any term of these Conditions of Use that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining Conditions of Use enforceable.
- 12.4. Any partial exercise, failure to exercise, or delay in exercising a power, right or remedy provided under these Conditions of Use, or by law, does not operate as a waiver, or prevent or restrict any further or later exercise of that power, right, or remedy.
- 12.5. If you have a query regarding these Conditions of Use, please contact TA by sending an email to integrity@tennis.com.au

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