

NETBALL SELECT - TERMS AND CONDITIONS

This online platform (**Netball Select Platform**) is operated by Inspire Sports Media Pty Ltd (ABN 83 622 126 292) or its successors and assignees (**we, our** or **us**). It is available at: <http://www.inspiresportsgroup.com> and may be available through other addresses or channels, including on our mobile application.

In these terms and conditions, the Netball Select Platform refers to our marketplace regardless of how you access it. The Netball Select Platform connects registered netball clubs or associations (**Clubs**) with netball players (**Players**) by facilitating introductions between Clubs and Players.

Acceptance

By downloading our App, accessing and/or using the Netball Select Platform, you, each person, entity or organisation using the Netball Select Platform (referred to as **you** or a **User**) (i) warrant to us that you have reviewed these terms and conditions, including our Privacy Policy (available on the Netball Select Platform) (**Terms**), with your parent or legal guardian (if you are under 18 years of age) and you understand them; (2) warrant to us that you have the legal capacity to enter into a legally binding agreement with us or (if you are under 18 years of age) you have your parent's or legal guardian's permission to access and use the Netball Select Platform and they have agreed to the Terms on your behalf; and (3) agree to use the Netball Select Platform in accordance with these Terms.

If you are agreeing to these Terms not as an individual but on behalf of a company, your employer, an organisation, government or other legal entity (**Represented Entity**), then "you" or "User" means the Represented Entity and you are binding the Represented Entity to these Terms. If you are accepting these Terms and using our services on behalf of a Represented Entity, you represent and warrant that you are authorised to do so.

If you are a Club that creates an account and/or uses the Netball Select Platform, you warrant that you are a registered netball club or association and you have all the necessary rights, entitlements and consents to enter into and be bound by these Terms.

If you are a parent or legal guardian permitting a person who is at least 13 years of age but under 18 years of age (a **Minor**) to create an account and/or use the Netball Select Platform, you agree to: (i) supervise the Minor's use of the Netball Select Platform and their account; (ii) assume all risks associated with, and liabilities resulting from, the Minor's use of the Netball Select Platform and their account; (iii) ensure that the content on the Netball Select Platform is suitable for the Minor; (iv) ensure all information submitted to us by the Minor is accurate; and (v) provide the consents, representations and warranties contained in the Terms on the Minor's behalf.

If you access or download our mobile application from the Apple App Store, you agree to [Apple's Licensed Application End User License Agreement](#) and any Usage Rules set forth in the App Store Terms of Service or the Android, Google Inc. Terms and Conditions including the License Agreement and Terms of Application.

Please read these Terms carefully and cease using the Netball Select Platform if you do not agree to the Terms. We may, at any time and at our discretion, vary these Terms by publishing the varied terms on the Netball Select Platform. We recommend you check the Netball Select Platform regularly to ensure you are aware of our current Terms.

Netball Select Platform Summary - Introductory Service Only

(a) The Netball Select Platform provides an introductory service for Clubs and Players.

- (b) A Club who will host and conduct netball trials, games and other associated events or activities (**Event**) to search for Players will (1) create an account on the Netball Select Platform and (2) post an accurate and complete description of the Event to be held (including any relevant registration fee (**Registration Fee**) and the time and date of the relevant Event, as applicable) (**Listing**).
- (c) A Player who wishes to participate in an Event will (1) create an account on the Netball Select Platform, (2) review the Listings uploaded by the Clubs and (3) make a registration to participate in their selected Event (**Registration**).
- (d) Prior to a Club hosting and conducting the Event, we will calculate any fees owed to us by the Club, in accordance with the relevant plan (**Plan**) set out on the Netball Select Platform, for each Registration (**Player Registration Fee**). The Club will be required to pay the Player Registration Fee in accordance with these Terms, as a precondition to receiving the Listing documentation (including any Registrations).
- (e) You understand and agree that the Netball Select Platform is an online introductory platform only, and that our responsibilities are limited to facilitating the user functionality and availability of the Netball Select Platform. We are not an employment agency or labour hire business and the Clubs or Players are not our employees, contractors, partners or agents.
- (f) We are not a party to any agreement entered into between a Club and a Player. We have no control over the conduct of Clubs, Players or any other Users of the Netball Select Platform.
- (g) We accept no liability for any aspect of the Club and Player interaction, including but not limited to the description of the Listings or Registrations. We do not assist or involve ourselves in any way in any dispute between a Club and a Player.

Collection Notice

- (a) We collect personal information about you in order to enable you to access and use the Netball Select Platform, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) We may disclose that information to third party service providers who help us deliver our services (including information technology service providers, data storage, web-hosting and server providers, professional advisors, third party payment processors and our business partners) or as required by law. If you do not provide this information we may not be able to provide you with access to the Netball Select Platform. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia.
- (c) Our Privacy Policy contains further information about: (i) how we store and use your personal information; (ii) how you can access and seek correction of your personal information; (iii) how you can make a privacy-related complaint; and (iv) our complaint handling process.
- (d) By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with our Privacy Policy.

Registration and Profiles

- (a) You can browse and view the Netball Select Platform as an unregistered user of the Netball Select Platform. You must register on the Netball Select Platform and create an account (**Account**) to access some features on the Netball Select Platform.

- (b) You may only have 1 Account on the Netball Select Platform.
- (c) You must provide basic information when registering for an Account including name, email address, and location and you may choose a username and password. The username you choose must not (i) be offensive or in other ways insulting or (ii) contain characteristics which belong to a third party, including names of famous persons, or personal names to which you do not own the rights.
- (d) If you are a Club, we may review your request for an Account before approving the request. We may request additional information, including details of any club or association registration. If you do not provide us with information we reasonably request, we may refuse to create an Account for you.
- (e) Once you have registered an Account, your account information will be used to create a profile which you may then curate (**Profile**). Your Profile is personal and you must not transfer it to others, except with our written permission.
- (f) You must provide accurate, current and complete information during the registration process and you must update such information to keep it accurate, current and complete.
- (g) You are responsible for keeping your Account and Profile details and your username and password confidential and you will be liable for all activity on your Account, including purchases made using your Account details, whether or not you authorised such activities or actions.
- (h) You will immediately notify us of any unauthorised use of your Account.
- (i) At our sole discretion, we may refuse to allow any person to register or create an Account.

Fees and Payments

- (a) It is free to register an Account on the Netball Select Platform. There is no charge to browse or view the Netball Select Platform. The following fees are payable by Users:
 - (1) In accordance with the costs set out for the relevant Plan on the Netball Select Platform (which may change, from time to time), Clubs are charged a fee for creating a Listing (**Listing Fee**) and a Player Registration Fee. A Club must pay the Listing Fee and Player Registration Fee on receipt of notification from us, as a precondition to receiving the Listing documentation (including any Registrations).
 - (2) In accordance with the fees set out on the Netball Select Platform (which may change, from time to time), Players are charged an administration fee (**Administration Fee**) and any applicable Registration Fee. A Player must pay the Administration Fee and any applicable Registration Fee at the time s/he makes a Registration. A Player must pay the Administration Fee, as a precondition to receiving their Registration information for any Listings.
- (b) Any payments will be made through our third party payment processor, currently PayPal, or by any other payment method set out on the Netball Select Platform.
- (c) We will facilitate payment of any applicable Registration Fees to a Club within 1 week of the Event closing date.
- (d) We may set out a number of payment methods on the Netball Select Platform, from time to time. The payment method you choose may be subject to additional terms and conditions imposed by the applicable third party payment processor; please review these terms and conditions before using your selected payment method.

- (e) The payment method you select may affect how quickly you receive any payment from us (if this is applicable).
- (f) We may change the fee and payment terms applying to the Netball Select Platform at our sole discretion and any change is immediately effective upon us publishing the change on the Netball Select Platform and will apply to any use of the Netball Select Platform following the change.
- (g) To the extent permitted by law, the Listing Fee, Player Registration Fee and Administration Fee is non-cancellable and non-refundable.

Limited Payment Collection Agent

- (a) Each Club appoints us as the Club's limited payment collection agent solely for the purpose of accepting the Registration Fees from the Players.
- (b) Clubs agree that payment of the Registration Fees by a Player to us (as the Club's limited payment collection agent) is to be considered the same as payment made directly by the Player to the Club and the Club will host and conduct the Event for the Player as set out in the Listing, as if the Club had received payment directly from the Player.
- (c) Each Club agrees that we may refund Players in accordance with the Club's instructions and prior to the Listing being closed for Registrations.
- (d) Each Club agrees that our obligation to pay the Club is subject to and conditional upon successful receipt of the relevant payments from Players.
- (e) We guarantee payment to Clubs only for such amounts that we have successfully received from Players in accordance with these Terms. In accepting appointment as the limited payment collection agent of the Club, we assume no liability for acts or omissions of the Club.
- (f) In the event that we do not remit Registration Fees as set out in the payment clause above, Clubs will only have recourse against us and not the Player directly.

Licence to use the Netball Select Platform

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use the Netball Select Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.

Prohibited conduct

You must not do, or attempt to do, anything that is unlawful; anything prohibited by any laws which apply to the Netball Select Platform or which apply to you or your use of the Netball Select Platform; anything which we would consider inappropriate; or anything which might bring us or the Netball Select Platform into disrepute, including (without limitation):

- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (b) using the Netball Select Platform to defame, harass, threaten, menace or offend any person;
- (c) interfering with any User using the Netball Select Platform;

- (d) tampering with or modifying the Netball Select Platform, knowingly transmitting viruses or other disabling features, or damaging or interfering with the Netball Select Platform, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with the Netball Select Platform;
- (e) anything that might violate any local, state, national or other law or regulation or any order of a court;
- (f) using the Netball Select Platform to find a Player or Club and then completing a Listing, Registration or transaction independent of the Netball Select Platform in order to circumvent the obligation to pay any fees related to our provision of the Netball Select Platform;
- (g) as a Club, adding any Listings to the Netball Select Platform that you do not intend to honour or cannot provide;
- (h) as a Player, making any Registrations for Listings on the Netball Select Platform that you do not intend to participate in;
- (i) using the Netball Select Platform to send unsolicited email messages; or
- (j) facilitating or assisting a third party to do any of the above acts.

Exclusion of competitors

You are prohibited from using the Netball Select Platform, including the information and materials available on it (**Content**), in any way that competes with our business. If you breach this term, we will hold you responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) we suffer, and hold you accountable for any profits that you may make from non-permitted use.

Information

The Content is not comprehensive and is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and is not advice. While we use reasonable attempts to ensure the accuracy and completeness of the Content, we make no representation or warranty regarding it, to the extent permitted by law. The Content is subject to change without notice. However, we do not undertake to keep the Netball Select Platform up-to-date and we are not liable if any Content is inaccurate or out-of-date.

Intellectual Property rights

Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in the Netball Select Platform and all of the Content. Your use of the Netball Select Platform and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to the Netball Select Platform or the Content.

You must not, without the prior written consent of ourselves or the owner of the Content (as applicable):

- (a) copy or use, in whole or in part, any Content;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or

- (c) breach any intellectual property rights connected with the Netball Select Platform, including (without limitation) by:
- (1) altering or modifying any of the Content;
 - (2) causing any of the Content to be framed or embedded in another website; or
 - (3) creating derivative works from the Content.

User Content

You may be permitted to post, upload, publish, submit or transmit relevant information and content (including photos) (**User Content**) on the Netball Select Platform. By making available any User Content on or through the Netball Select Platform, you grant to us and any of our related entities, a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through, or by means of the Netball Select Platform or any of our related entities' platforms or materials.

You agree that you are solely responsible for all User Content that you make available on or through the Netball Select Platform. You represent and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content as contemplated by these Terms; and
- (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our (or our related entities') use of the User Content on, through or by means of the Netball Select Platform (or our related entities' platform or materials) will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve and are not responsible for any User Content. We may, at any time at our sole discretion, remove any User Content.

Third party sites: The Netball Select Platform may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve and are not responsible for the content on those websites. You should make your own investigations with respect to the suitability of those websites.

Discontinuance: We may, at any time and without notice to you, discontinue the Netball Select Platform, in whole or in part. We may also exclude any person from using the Netball Select Platform, at any time at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Consumer Guarantees

- (a) Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to our provision of the Netball Select Platform which cannot be excluded, restricted or modified (**Statutory Rights**).
- (b) Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL.
- (c) The goods and services provided by a Club might also confer a Player with certain Statutory Rights.

Notice regarding Apple

- (a) To the extent that you are using or accessing the Netball Select Platform on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (**Apple**), and Apple is not responsible for the Netball Select Platform and any content available on the Netball Select Platform.
- (b) Apple has no obligation to furnish you with any maintenance and support services with respect to the Netball Select Platform.
- (c) If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.
- (d) Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to:
 - (1) product liability claims;
 - (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and
 - (3) claims arising under consumer protection or similar legislation.
- (e) Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.
- (f) You agree to comply with any applicable third-party terms when using our mobile application.
- (g) Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.
- (h) You hereby represent and warrant that:
 - (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
 - (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

Warranties, disclaimers and indemnity

To the extent permitted by law, we make no representations or warranties about the Netball Select Platform, the Content, Clubs, Players, Registrations, Events or Listings including (without limitation) that:

- (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (b) access will be uninterrupted, error-free and free from viruses;
- (c) the Netball Select Platform will be secure;
- (d) Listings will be made by Clubs or that Players will make any Registrations for the Listings;
- (e) Players will be selected to play for the Clubs;
- (f) the Events will be of a particular standard or meet the Listing description or the descriptions provided in the Registrations are true or accurate.

You read, use, and act on the Netball Select Platform and the Content at your own risk.

Limitation of liability: Despite anything to the contrary, to the maximum extent permitted by law:

- (a) our maximum aggregate Liability arising from or in connection with these Terms (including the Netball Select Platform and/or the subject matter of these Terms) will be limited to, and must not exceed the aggregate amount of fees paid by you to us during the three-month period immediately preceding the event that gave rise to the Liability or \$100 if no such fees have been paid; and
- (b) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- (c) Despite anything to the contrary, to the maximum extent permitted by law, we will have no Liability, and you release and discharge us from all Liability, arising from or in connection with any:
 - (1) event or circumstance beyond our reasonable control;
 - (2) acts or omissions of you or your personnel;
 - (3) any defect, error, omission, lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit), inaccessibility of, interruption or outage with respect to the Netball Select Platform;
 - (4) use of the Netball Select Platform and/or Content;
 - (5) interaction you have with other Users whether in person or online;
 - (6) any injury, death or loss to any person, or any property loss or damage (including in the course of any Player participating in any Event);
 - (7) Content which is incorrect, incomplete or out-of-date; or
 - (8) breach of these Terms or any law.
- (d) You agree that, to the maximum extent permitted by law, these Terms exclude all terms, conditions and warranties implied by statute, in fact or on any other basis, except to the extent such terms, conditions and warranties are fully expressed in these Terms.
- (e) This clause will survive the termination or expiry of these Terms.

Indemnity: To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of the Netball Select Platform; the Listing or Event; or any act or omission or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

Refund and Cancellation Policy

- (a) Any cancellation, exchange or refund of the Registration Fee is strictly a matter between the Club and the Player. The terms and conditions agreed to between the Club and the Player should be set out clearly in Listing in respect of the Event.
- (b) If a Club and a Player mutually agree to cancellation of a Registration, we will return the Registration Fee to the Player within a reasonable time of receiving written instruction from the Club.
- (c) If we have already paid the Club an amount for the Registration Fee and we are instructed by the Club to return the Registration Fee to the Player, under clause (a), the amount already paid to the Club will be a debt to us.

- (d) If, for any reason, a Registration Fee cannot be transferred or otherwise made to a Club, including if the Club does not provide accurate payment details, or returned to the Player (as the case may be), or no claim is otherwise made for the Registration Fee, the Registration Fee will remain in our escrow account until paid or otherwise for up to three months from the date the Registration Fee was originally paid into the escrow account.
- (e) Following the three months outlined in clause (d) and provided there is still no dispute in respect of the Registration Fee, the Registration Fee will be automatically credited to the Player.

Termination

- (a) You may cancel your Account and terminate these Terms at any time via the “Cancel Account” feature (or similar) on the Netball Select Platform or by sending us an email to the address at the end of these Terms. You can also deactivate your Account at any time via the Netball Select Platform. If you cancel or deactivate your Account as a Club, any Registrations and Listings will be automatically cancelled and the relevant Players will receive a full refund. If you cancel your Account as a Player, any Registrations will be automatically cancelled and any refund will depend upon the terms of the Club’s Listing’s cancellation policy.
- (b) We may terminate these Terms for convenience at any time by giving you 30 days’ notice via email to the email address in your Account.
- (c) At our sole discretion, we may suspend your Account or terminate these Terms immediately without notice if (i) you are in breach of these Terms, any applicable laws, regulations or third party rights or (ii) as a Club you have repeatedly cancelled.
- (d) If we suspend your Account or terminate these Terms, we will cancel any existing Listings and/or Registrations and in the case of a Club’s breach, refund the relevant Players, and in the case of a Player breach, you will lose any amounts paid.

Disputes: We encourage Clubs and Players to attempt to resolve disputes (including claims for returns or refunds) with other Users directly. In the event of any dispute arising from, or in connection with, these Terms (**Dispute**), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution. Within 7 days after receiving the notice, the parties must meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the parties do not resolve the Dispute or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 21 days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation.

Insurance

We recommend that Clubs obtain appropriate insurance for hosting and conducting Events. If you are a Club and you obtain an insurance policy, please review any relevant insurance documentation carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy.

Assignment

You may not assign, transfer or delegate these Terms and your rights and obligations under the Terms without our prior written consent. We may without restriction assign, transfer or delegate these Terms and any rights and obligations under these Terms, at our sole discretion, with 30 days’ prior notice. Your right to terminate these Terms, in accordance with these Terms, remains unaffected.

Severance

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

Jurisdiction

Your use of the Netball Select Platform and these Terms are governed by the laws of Victoria. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

The Netball Select Platform may be accessed throughout Australia and overseas. We make no representation that the Netball Select Platform complies with the laws (including intellectual property laws) of any country outside Australia.

For any questions and notices, please contact us at:

Inspire Sports Media Pty Ltd (ABN 83 622 126 292)

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Last update: 5 June 2018

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