

## SPORT FACILITATOR REGISTRATION TERMS

These Sport Facilitator Registration Terms (these **Terms**) set out the terms and conditions that govern your use of the services offered via the SportsConnection website, which may be accessed via [www.sportsconnection.com.au](http://www.sportsconnection.com.au) (the **Website**).

This document is a legally binding agreement between The Trustee for The Rodgers Education Trust trading as SportsConnection A.B.N.29 215 997 552 (**we, us, our, or SportsConnection**) and you, the sport facilitator (the **Sport Facilitator**).

SportsConnection provides the Sport Facilitator with a platform to upload their profile (**Profile**) via the Website for Sporting Organisations to view and make contact with you, should they require the services that you provide (the **Service**).

Your decision to create an account via the Website (the **Account**) means that you acknowledge that you have read and understood these Terms and agree to be bound by them. Your access to the Service is conditional upon your acceptance and ongoing compliance with these Terms.

We reserve the right to:

- decline, for any reason whatsoever, any request for registration for the Service via the Website; and
- amend, revise or modify these Terms at any time and without notice to you.

### Your use of the Service

In order to use the Service, you must first register via the registration process on the Website.

### Registration

Registration occurs when the Sport Facilitator creates an Account via the Website. When creating your Account, you warrant that:

- you will provide accurate, current and complete information;
- you are solely responsible for maintaining the confidentiality of your Account log-in information, such as username, password, and any other identifying information, and are solely responsible for all activities that occur under your Account;
- you will not use another person's account without permission from the owner of that Account; and
- you will immediately notify SportsConnection of any unauthorised use of your Account or any other breach of security. SportsConnection will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your password secure.

After your Account is created, you may change information relating to the Account and undertake to update details relating to your Account with true and accurate information at all times.

Registration via the Website entitles the Sport Facilitator to a non-exclusive, non-transferable right to access and use the Service, subject to these Terms. The Sport Facilitator agrees to be solely responsible for any conduct associated with, or originating from, their own Account.

### **Term of Agreement**

The agreement between the parties that is governed by these Terms will continue for a period on 12 consecutive months (the **Initial Term**).

These Terms will automatically renew for a further 12-month term (the **Subsequent Term**) upon the expiry of the Initial Term or Subsequent Term, unless you terminate these Terms by providing us with a minimum of 30 days' written notice, prior to the expiry of any current Initial Term or Subsequent Term.

Unless agreed otherwise in writing, SportsConnection will process payment for any Subsequent Term via the same payment method that you paid for the Initial Term.

### **Profiles**

You will be required to provide information, images and other material (**Content**) relating to your Profile to be displayed on the Website. You will be required to log in to your Account to provide Content.

You understand and agree that SportsConnection will retain the right to review all Content and may, in our sole discretion, refuse and/or modify any Content contained in your Profile.

You warrant that any Content that you upload via your Account or display in connection with your Profile:

- is uploaded for the sole purpose of engaging with Sporting Organisations;
- is not defamatory, offensive, indecent or objectionable;
- is not capable of misleading or deceiving any person in any way; or
- does not contravene any anti-discrimination laws or any other law.

You are solely responsible for ensuring that you do not breach any copyright laws (of any country) when uploading Content via the Website. We will not accept any responsibility whatsoever in relation to copyright infringement caused by the content contained within your Profile.

### **Payments**

All payments for the Services must be made in accordance with any terms and payment methods displayed on our Website.

All prices displayed on the Website are in Australian dollars (AUD) and include GST.

SportsConnection may charge the Sport Facilitator interest on an overdue payment owed to us at the rate of 1.5% per calendar month, calculated daily. We may also

disable your Account or remove your Profile until such that any overdue invoice and applicable interest is paid to us in full.

### **Refunds**

We will only provide you with a refund if we are required to do so under the Australian Consumer Law.

### **Review of Sport Facilitator**

A Sports Organisation may, via the Website, review and/or rate your performance, capabilities and level of service. The Sports Organisation must do so in a professional, accurate and fair manner.

SportsConnection is in no way part of the review and/or rating process and as such, will be in no way responsible for any reviews or ratings uploaded to the Website by a Sport Organisation.

### **Prohibited Conduct**

In relation to the Service, you must not:

- use our Service for any activities, or post or transmit via the Website, any information or materials which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standard or codes;
- use our Service to post or transmit any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any user from using the Website or the Internet;
- use our Service to send unsolicited commercial electronic messages;
- in any way tamper with, hinder or modify the Website;
- knowingly transmit any viruses or other disabling features to the Website or via the Website; or
- attempt any of the above acts or facilitate or assist another person to do any of the above acts.

### **Termination**

SportsConnection may terminate these Terms or your Account if, in the view of SportsConnection, you have committed any material breach of these Terms and in the case of a breach capable of being remedied, you have failed to remedy the breach within five (5) days after the receipt of a written request from SportsConnection.

You may terminate these Terms at any time by providing us with a minimum of 30 days' written notice, prior to the expiry of any current Initial Term or Subsequent Term. You will not be entitled to receive a refund, in part or in full, for any Initial Term or Subsequent Term, if you elect to terminate these Terms.

### **Relationship between parties**

The relationship between SportsConnection and the Sport Facilitator is contractual only and does not create a relationship of employment, partnership or any other legal relationship. Consequently, SportsConnection cannot, and will not, be liable for any actions, claims, suits, demands, damages, liabilities, costs or expenses (whether in tort or in contract including and without limitation, negligence) arising out of or in any way connected to a Sport Facilitator's decision to become a registrant via the Website or his engagement and/or relationship with a Sporting Organisation.

### **Representations and warranties**

Subject to all applicable laws, the Services provided by SportsConnection are provided 'as is' and we make no representation or warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

SportsConnection will use its best efforts, techniques and accepted standards in performing the Services. However, we do not warrant that the Services will achieve any specific outcomes.

You warrant that you will not use any information relating to Sports Organisations in any way that may be in breach of the Spam Act 2003 (Cth) or the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth).

### **Exclusions and limitations of warranty**

To the extent permitted by law, SportsConnection will not be liable for any loss or damages, whether direct, indirect, incidental or consequential, arising from:

1. suspension or cancellation of your Account;
2. your use of the Service;
3. any interruptions or delays in accessing the Website or any third party websites; or
4. circumstances beyond the reasonable control of SportsConnection

whether in contract, tort (including negligence) or otherwise.

All conditions and warranties, which may be implied by law into these Terms, are excluded except to the extent that it would be unlawful to do so.

To the extent permitted by law, our liability for breach of any implied warranty or condition, which cannot be excluded by these Terms, is limited, at our option, to one or more of the following:

- the resupply of the Service; or
- the payment of the cost of having the Service resupplied.

### **Indemnity**

To the fullest extent permitted by law, you agree to indemnify SportsConnection from any liability for any loss, damage, costs or expense whether direct, indirect, incidental, special and/or consequential, including loss of profits, suffered by you or

claims made against you which result from your use of the Service.

### **Assignment**

The Sport Facilitator shall not assign, transfer or sub-licence any of its rights or obligations under these Terms, except with the prior written consent of SportsConnection.

### **General**

If any provision of these Terms is found to be invalid or unenforceable by a Court of Law, such invalidity or unenforceability will not affect the remainder of the document, which will continue in full force and effect.

All rights not expressly granted in these Terms are reserved.

If we do not act in relation to a breach of these Terms by you, this does not waive our rights to act with respect to subsequent or similar breaches of these Terms by you.

### **Jurisdiction**

The laws of the state of Queensland govern these Terms.

### **Contact us**

Please [email](#) us if you have any questions relating to these Terms.

*These Sport Facilitator Registration Terms were last updated 30 March 2017.*