



## ACU Sport – Terms and Conditions

### Club Sports, IntersVarsity Events and UniSport National Events

#### 1. **Acceptance of Terms and Conditions**

By registering for a Club, an IntersVarsity Event or a UniSport National Event, You:

- (a) agree to be bound by these terms and conditions;
- (b) agreed to be bound by the Policies (as applicable), which you acknowledge you have read and understood; and
- (c) warrant that all information provided in the Registration Form is correct.

#### 2. **Club Membership**

- (a) This clause 2 applies where You register for a Club.
- (b) Acceptance of your application to the Club is conditional upon your payment of the Fees, and is otherwise at the sole discretion of the Executive Committee of the Club.
- (c) If Your application is accepted, and provided that you have paid the relevant Fee, you will be a member of the Club.
- (d) Your membership is non-transferable and ACU will not refund Fees or exchange any Club membership services.

#### 3. **IntersVarsity Events**

- (a) This clause applies where you register for an IntersVarsity Event.
- (b) Acceptance of your application to participate in an IntersVarsity Event is conditional upon your payment of the Fees, and is otherwise at the sole discretion of ACU Sport.
- (c) Your registration is non-transferable, and may only be cancelled on the following grounds:
  - (i) Medical condition or injury that on the advice of a medical professional impairs your ability to participate in the IntersVarsity Event (valid medical certificate required);
  - (ii) Family tragedy, in which case sufficient details must be provided for the consideration of ACU (reasonable evidence of circumstances may be required); or
  - (iii) University placement (letter required from course coordinator confirming your appointment).
- (d) In order to cancel your registration for the IntersVarsity Event, you must serve a notice on ACU by email to [team.acu@acu.edu.au](mailto:team.acu@acu.edu.au) no later than 72 hours prior to the commencement of the IntersVarsity Event. Such notice must include the evidence required by clause 3(c).
- (e) Where You validly cancel your registration in accordance with this clause 3, ACU will refund in full

your Fees for registration (less any transaction fees and playing uniform costs). Refunds will not be provided under any other circumstances.

#### 4. **UniSport National Event**

- (a) This clause applies where You register for a UniSport National Event.
- (b) Acceptance of your application to participate in a UniSport National Event is conditional upon your payment of the ACU Package and UniSport Fees, and is otherwise at the sole discretion of ACU Sport.
- (c) You acknowledge that the ACU Package Fees do not include costs for travel (including flights and transfers), which You must arrange for and purchase.
- (d) Your registration for a UniSport National Event is non-transferable and may only be cancelled in the circumstances noted in clause 4(e) and 4(f). You must submit Your request in writing to ACU at [team.acu@acu.edu.au](mailto:team.acu@acu.edu.au), along with the relevant evidence to ACU's satisfaction, prior to the commencement of the UniSport National Event.
- (e) **Cancellations more than 30 days prior to event start date:** If withdrawing more than 30 days prior to commencement of the event, ACU will provide a full refund of the ACU Package Fees (less the initial deposit, playing uniform costs and any administrative fee charged by UniSport), on the following grounds only:
  - (i) Medical condition or injury which on the advice of a medical professional impairs your ability to participate in the UniSport National Event (valid medical certificate required); or
  - (ii) Family tragedy, in which case sufficient details must be provided for the consideration of ACU (reasonable evidence of circumstances may be required).
- (f) **Cancellations within 30 days prior to the event start date:** If withdrawing within 30 days prior to the commencement of the event, ACU will provide a refund of 50% of the ACU Package Fees (excluding the deposit, playing uniform expense and any administrative fee charged by UniSport), on the following grounds:
  - (i) Medical condition or injury which on the advice of a medical professional impairs your ability to participate in the UniSport National Event (valid medical certificate required); or
  - (ii) Family tragedy, in which case sufficient details must be provided for the consideration of ACU (reasonable evidence of circumstances may be required).



You acknowledge and agree that the reduced refund amount set out in this clause 4(f) is a reasonable estimation of the administrative costs that ACU will incur, in arranging cancellation of your registration and urgent replacement of your position (where required).

- (g) In addition to the refund of your ACU Package Fees, you may also be entitled to a refund of Your UniSport registration fees – for more information see the UniSport Australia (UniSport) Guideline – Participant Withdrawal and Refunds ([https://docs.wixstatic.com/ugd/8e3023\\_8d49edfc255f4a088d1026dd04ea6d25.pdf](https://docs.wixstatic.com/ugd/8e3023_8d49edfc255f4a088d1026dd04ea6d25.pdf)).

## 5. Forfeits

Notwithstanding any other provision of these terms and conditions, ACU will not accept financial liability in the event that a sporting team forfeits because of a lack of numbers or otherwise. You acknowledge that a forfeit will result in that financial liability being equally distributed throughout the forfeiting sporting team, and You agree to pay Your proportion of that financial liability.

## 6. Injury

In the event that You are injured or involved in a health and safety incident during Your participation in any Club sporting or other activity, at an Intersport Event or a UniSport National Event, You agree to log a report form within 48 hours of the incident or accident occurring.

Your report can be logged here:

[https://staff.acu.edu.au/human\\_resources/news\\_and\\_events/reporting\\_accidents\\_and\\_incidents](https://staff.acu.edu.au/human_resources/news_and_events/reporting_accidents_and_incidents)

## 7. Fitness

By submitting Your Registration Form, You declare that you are medically and physically capable of participating in the sporting activities to which Your Registration Form relates. You agree to immediately advise ACU should You become aware of any medical condition or injury which may negatively impact on Your ability to safely and effectively participate in any sporting or other activity associated with your registration.

## 8. Indemnity & Release

- (a) You acknowledge that participation in any sporting or recreational activity has the potential to expose you to physical injury or death, as well as your personal property to damage. Such risks may arise out of physical exertion, bodily contact with other participants, sporting equipment, playing surfaces and other conditions, weather and other factors.
- (b) You agree that Your participation in Club sporting and other activities, at an Intersport Event or a UniSport National Event is undertaken at Your own risk.
- (c) To the fullest extent permitted by law, You:

- (i) release ACU and its Personnel from any and all actions, claims and liabilities which may be suffered or incurred by ACU, arising out of Your death or personal injury; and
- (ii) indemnify ACU and its Personnel against, and will compensate them for, any of the following suffered or incurred by them:
- A. fines or penalties arising out of your breach of any competition or event rules; or
- B. any actions, claims, costs, demands or liabilities arising out of damage caused by You to third party property (including, without limitation, the property of event organisers or accommodation providers).

## WHERE YOU ARE RESIDENT IN VICTORIA - WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- (a) are rendered with due care and skill;
- (b) are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- (c) might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the **Australian Consumer Law and Fair Trading Regulations 2012** and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

## 9. Breach of Terms and Conditions or Policies

You agree and acknowledge that should ACU deem that you are in breach of these terms and conditions (including without limitation a provision of a Policy), then:

- (a) ACU may elect in its sole discretion to immediately (as applicable):
- (i) cancel Your membership of a Club;
- (ii) suspend Your access to ACU IT facilities;



- (iii) exclude You from an Intersport Event;
- (iv) exclude you from a UniSport National Event; or
- (v) take whatever steps ACU deems necessary to deal with any alleged breach.

by notifying you accordingly, in which case you will forfeit all Fees which will be retained by ACU.

- (b) to the extent you are an ACU student, you will be subject to and abide by any other penalties or sanctions imposed by a disciplinary committee convened under a Policy.

#### 10. Student Debts

Should you fail to pay any cost owed by You to ACU, within 14 days of demand by ACU, then ACU may elect to do any of those things noted in clause 9(a), and in addition ACU:

- (a) may withhold any academic records, results or awards until Your debt has been paid; and
- (b) prevent You from enrolling or re-enrolling at ACU for the next term of academic year or for the next academic year, in accordance with ACU policies and regulations.

#### 11. Photography Consent

- (a) You agree to be photographed, recorded and filmed during Club activities, Intersport Events and UniSport National Events (**Images**).
- (b) The copyright and any other rights of ownership in the Images will vest in ACU upon creation.
- (c) ACU may make such comments on and changes, adaptations, arrangements, substitutions, from, in and to the Images as it thinks fit. In no circumstance will ACU alter Images in a way that would be considered derogatory or inappropriate by a reasonable person.
- (d) ACU may publish, distribute (whether publicly or internally) and use the Images of You, including without limitation any comments contained therein, in any manner it thinks fit.

#### 12. Use of IT Facilities and social media

You acknowledge and agree that any access and/or use of ACU IT Facilities (including use of any social media) relating to ACU or any Club is subject to, at all times, compliance with Policies.

#### 13. Collection Statement (Privacy Act)

ACU is collecting your personal information in the Registration Form for the purposes of organising and facilitating your participation in the Club, an Intersport Event or a UniSport National Event. If you do not provide the personal information requested by ACU, then ACU may not be able to complete arrangements for your participation. You acknowledge that ACU will need to disclose your personal information to third parties (such as competition organisers and travel / accommodation providers), for the disclosed purposes. ACU's Privacy Policy contains information on how ACU may use your personal information, who ACU may disclose your

personal information to, how you may access your personal information and have it corrected, and how you may raise a complaint regarding an alleged breach of the

Australian Privacy Principles by contacting [privacy@acu.edu.au](mailto:privacy@acu.edu.au).

ACU's Privacy Policy may be viewed here - ([https://www.acu.edu.au/policy/governance/privacy\\_policy\\_and\\_procedure/privacy\\_policy](https://www.acu.edu.au/policy/governance/privacy_policy_and_procedure/privacy_policy)).

#### 14. Definitions

- (a) "**ACU**" means the Australian Catholic University Limited;
- (b) "**ACU Package Fees**" means fees for UniSport National Event components coordinated by ACU, which may include things such as costs for accommodation, team dinners and/or off-field merchandise, but excludes flights and transfers;
- (c) "**Club**" means an ACU endorsed sporting club;
- (d) "**Fees**" refers to the following (as applicable):
  - (i) the fees payable by You for your membership in the Club;
  - (ii) the fees payable for your participation in an Intersport Event; or
  - (iii) the ACU Package Fees;as notified to you by ACU prior to completion of your registration;
- (e) "**Intersport Event**" means any social or competitive event or competition coordinated in conjunction with another university or universities, and all other related events and activities (such as travel and social events).
- (f) "**Personnel**" means ACU's employees, officers and volunteers.
- (g) "**Policies**" means:
  - (i) for all participants – the following:
    - A. ACU Sport Code of Conduct;
    - B. Social Media Policy;
    - C. Privacy Policy;
    - D. Acceptable use of IT Facilities Policy;
    - E. ACU Selection Guidelines for UniSport Australia Endorsed Events; and
    - F. Any competition-specific policies notified to You;
  - (ii) for ACU student participants – The Student Conduct and Discipline Policy; and
  - (iii) for all participants applying for membership of a Club – the ACU Sporting Club Rules.

Copies of the policies are available here: <https://www.acu.edu.au/sportpolicies>

"**Registration Form**" means the form completed by You in respect of the Club, Intersport Event or



UniSport National Event in which You are registering to participate.

- (h) “**UniSport National Event**” means all events coordinated under the jurisdiction of UniSport Australia and all other related events and activities (such as travel and social events).
- (i) “**You**” means the person named in the Registration Form, as well as their executors / legal personal representatives.