

Terms and Conditions.

The following Terms and Conditions apply to your application to register to play football. In addition to the standard FFA Terms and Conditions, you may be required to comply with the Terms and Conditions of your Member Federation, Association, Club or Competition Administrator, which are outlined below.

NBSC Conditions of Registration

By confirming your registration with NBSC you accept the following conditions;

- 1. AGREEMENT TO CLUB POLICIES :** You agree to accept all Club policies as set out on the Club website and /or NBSC Team App from time to time including, but not limited to, code of conduct, grading, team selection, and use of social media.
- 2. PAYMENT :** Registration is NOT confirmed until fees have been paid. Payment online at point of registration is preferred. Places in teams are limited and will be offered to other members if fees remain unpaid by the due date. Uniforms will not be distributed until payment has been completed.
- 3. REFUNDS :** The club is under no obligation to grant refunds of fees. Requests for refunds must be made to the Club Secretary in writing. Refunds will only be considered in very limited circumstances. Any refunds granted are subject to the deduction of all expenses incurred on behalf of the player including (but not limited to) Football West fees, FFA fees and uniform. A \$50 administration fee will also be deducted.

Please note refunds will NOT be considered where team selection has already taken place. This is due to the disruption caused to team allocation and the loss of opportunity for the club to fill places at a late stage.

- 4. PLAYER/PARENT ASSISTANCE :**The Club is run by volunteers and there are numerous Committee and Game Day roles that require player (or parent) assistance. By registering with North Beach you are confirming your agreement to assist as required.

Football Federation Australia - T&Cs

PlayFootball Registration Terms and Conditions

By registering with FFA using the FFA Registration System (**PlayFootball**) you (the **Member**) (and, if the Member is under 18 years of age, the Member's parent or legal guardian):

1. warrant that the information provided is current and correct;
2. agree that you are bound to, and will comply with, the FFA Statutes, including the National Registration Regulations, National Code of Conduct, National Disciplinary Regulations, National Anti-Doping Policy, and Grievance Resolution Regulations, copies of which are available on <https://www.ffa.com.au/governance/statutes-and-regulations> or on request, as well as agreeing that you are bound to, and will comply with, the rules, regulations and policies specific to the Member Federation of the state or region to which you are registering;
3. agree to comply with the Laws of the Game and the Competition Administrator's and Member Federation's Competition Rules, regulations and policies;
4. if you elect to register as an amateur, warrant that you are an amateur as defined by the FFA Statutes and do not receive any money or consideration for participating in football (other than the reimbursement of reasonable participation expenses);
5. acknowledge and agree that you must pay your registration product fees to your Club via the online payment gateway, which may include via PlayFootball, or directly in person;
6. grant FFA, the Member Federation, the Competition Administrator and the Club (**Football Administrators**) a non-exclusive, royalty free, world-wide, irrevocable license to use your name and/or image in any form or media format for the purpose of marketing and promotional activities;
7. acknowledge and agree that there are inherent risks associated with participating in football that may result in personal injury and you agree to fully bear those risks;
8. agree not to bring any claim or proceeding against any Football Administrator (including each of their directors, officers, employees, agents, contractors and assigns) at any time for any damage, loss, injury or liability that you may suffer or incur in connection with or arising out of your participation in football. Except for liability that by law cannot be excluded, the Football Administrators exclude all liability to you in tort (including negligence), contract or otherwise for acts or omissions of the Football Administrators (including each of their directors, officers, employees, agents, contractors and assigns);
9. agree to indemnify Football Administrators (including each of their directors, officers, employees, agents, contractors and assigns) from and against all actions, proceedings, suits, claims, liabilities, damage, costs and expenses that may be incurred or sustained by each of them arising out of any person commencing any proceedings against you for any assault, negligence and/or breach of the FFA Statutes, Laws of the Game and/or Competition Administrator's Competition Rules;
10. acknowledge that the Member Federation of the Club will provide insurance to cover injuries sustained while participating in football and football related activities for that Club or Member Federation, subject to the scope and coverage as prescribed by that Member Federation. A copy of the insurance policy will be provided by your Club's Member Federation upon request, including details of the applicable benefits (such as death and capital benefits, loss of income and non-medicare medical expenses), exclusions, maximum benefits and deductibles;

11. acknowledge that if you suffer any injury (including death) whilst participating in football activities and a cause of injury was the negligence, assault or breach of other obligations imposed by laws, then the liability of Football Administrators (including each of their directors, officers, employees, agents, contractors and assigns) is limited to the extent of any applicable insurance policy held by the Football Administrators and the amount which such insurer pays under the policy or applicable statutory insurance scheme;

12. acknowledge that the personal information that FFA collects from you is used and disclosed for the purposes set out in our Privacy Policy, including processing your registration, the organisation, conduct and promotion of Competitions and Matches, the provision of football-related information and offers from Football Administrators, and information about our commercial partners, tickets and events as part of the FFA Football Family. You further acknowledge that FFA may use third parties to collect your personal information or give them your information to help us run football or as required by law (such as IT providers, venue operators or ticketing operators). A copy of the Privacy Policy is available on <https://www.ffa.com.au/governance/statutes-and-regulations> You may request access to your personal information that FFA holds by sending an email to privacy@ffa.com.au

13. you consent to the collection, use and disclosure of your personal information as described in clause 12. If you do not want to receive certain information from Football Administrators and their commercial partners, you will be given an opportunity to opt out of such communications;

14. acknowledge that in addition to clause 12, FFA may also seek to gather more detailed information about Members in order to adopt a more needs-based approach to the development of the game of football, including to ensure that football is a more inclusive sport, to expand the scope and effectiveness of our indigenous programs and to formulate a comprehensive youth and schools strategy;

15. agree to submit exclusively to the jurisdiction of the FFA Grievance Procedure and the Member Federation's grievance procedure and to not attempt to resolve any dispute or grievance the subject matter of the FFA Statutes in a court of law or by any other method;

16. acknowledge and agree that registration is with the Club until the later of the end of the Season or the time as specified in the Competition Rules, which may be specified in PlayFootball;

17. acknowledge and agree that FFA may de-register you at any time by notice in person or in writing to the address or email address provided as part of your registration, including in the event that you breach these Terms or do not comply with its incorporated documents, such as the FFA Statutes and the Competition Administrator's Competition Rules; and

18. agree that by using PlayFootball, you:

(a) are deemed responsible for the actions of any person that you authorise for administrative access by providing a system login, which includes staff and

management / operational staff and association / club management personnel;

(b) must not grant logins or pass on login or password information to any person, party or affiliate who do not require access to complete your registration;

(c) must not in any way use or attempt to use PlayFootball, as determined by a Football Administrator, to:

- (i) breach or attempt to breach or to be involved in a breach or attempt to breach any law, order, regulation or code of conduct;
- (ii) any action, conduct or otherwise results in or attempts to result in any damage property or injury to person;
- (iii) send unsolicited communications, including any spam type communications;
- (iv) upload or promulgate pornographic or offensive images or material;
- (v) enable or attempt to enable a minor to access material that is inappropriate for a minor or to establish contact with a minor not otherwise known to you;
- (vi) incite or attempt to incite discrimination, hate or violence towards any person or group because of their race, religion, gender, sexual preference, nationality or any other characteristic that would otherwise be prohibited under the relevant anti-discrimination legislation;
- (vii) send or attempt to send material or communications that are or likely to be obscene or defamatory;
- (viii) send or attempt to send any communication that is or is likely to be offensive or abusive;
- (ix) provide or promote or attempt to provide or promote any deceptive business or marketing practice, which may include any pyramid selling schemes or unlawful gambling activities;
- (x) engage, or attempt to engage, in conduct that is, does or is likely to infringe on the Football Administrators' or any other person's rights, which may include but is not limited to intellectual property rights or moral rights;
- (xi) use or attempt to use any person's confidential information; or
- (xii) any other conduct, action, use or behaviour that a Football Administrator considers to be against the interests or reputation of the Football Administrators or football generally; and
- (xiii) acknowledge that you must not in any way interfere with or use the intellectual property or any other rights vested in PlayFootball or the underlying systems.