

# TERMS AND CONDITIONS OF 'MY TENNIS' REGISTRATION

## TERMS OF AGREEMENT

These are the Terms and Conditions on which Tennis Australia permits users to access and use the website with the home page located at the site linked to this page (Site). Your access to and use of the Site is subject to these Terms and Conditions and the Tennis Australia Privacy statement. If you do not agree to these Terms and Conditions and the Privacy Statement set out below, you must not use or access the Site.

**If you are under 16 years of age**, you must get the permission of your parent/guardian to subscribe to the Site prior to using the Site. Your parent / guardian must read and agree to all of these terms and conditions and indicate that agreement by checking the relevant box on the registration page.

The following terms and conditions apply to all users of the Site:

### Your use of the Site

- 1 . Tennis Australia grants you a non-exclusive, non-transferable, revocable licence to access and make personal use of the Site and any information, documentation, articles or other content available on the Site (Content).
2. The Site or any portion of the Site or Content must not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose (including but not limited to collecting user names and/or email addresses, sending unsolicited emails or using the Site to advertise or solicit other users to buy, sell or hire any products or services) without the express written consent of Tennis Australia. You are not permitted to link to or frame the Site or any Content without Tennis Australia's express written permission.

### Confidentiality of user name and password

- 3 . By using the Site, you are responsible for maintaining the confidentiality of your Tennis Australia username and password (which are for your use only) and for restricting access to your computer. Tennis Australia accepts no responsibility for use of the system, your user name or your password by an unauthorised person. In case this occurs and the registered player becomes aware of this they must notify the SMA Helpdesk immediately.

### Your access to the Site

4. Tennis Australia does not warrant that you will have continuous access to the Site or your access or use will be error free. You acknowledge and agree that the Site may be unavailable to you for any reason including but not limited to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities, interruption in telecommunication supplies.
5. Tennis Australia reserves the right at any time to: (i) deny or terminate all or part of your access to the Site where in Tennis Australia's opinion, there are concerns regarding unreasonable use, security or unauthorised access or where you have breached any of these terms or conditions; or (ii) block or suspend your account, hide your profile, or delete or amend any Content.
6. Tennis Australia reserves the right to change the functionality and Content (including limiting access to or ceasing to provide the Content) of the Site at any time without prior written notification to you.

### Limitation of Liability

7. Tennis Australia makes no representations or warranties of any kind, express or implied as to the operation of the Site, the Content (including any User Content), or the conduct of any user of the Site. You expressly agree that your use of the Site is entirely at your own risk. However, nothing in these Terms excludes, restricts or modifies any condition, warranty, right or remedy conferred on a party by the Trade Practices Act 1974 (Cth) or any other applicable law that cannot be excluded, restricted or modified by

agreement.

8. To the fullest extent permitted by law, Tennis Australia disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose or warranties concerning accuracy, currency or completeness. Tennis Australia or any of its Member Associations will not be liable for any actual or anticipated damages, costs, expenses or liabilities of any kind arising from the use of the Site, Content, or User Content.

9. The maximum aggregate liability of Tennis Australia and any Member Association for any losses, damages, expenses, liabilities and claims arising out of these terms and conditions, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the amount paid by you to access the Site. Where the liability of Tennis Australia and the Member Associations cannot be excluded under any law, the liability of Tennis Australia and the Member Associations will be limited to, at their discretion, either supplying you with services under these terms and conditions again, or paying the cost of supplying you with services under these terms and conditions again.

10. Notwithstanding any other clause, Tennis Australia or any Member Associations is not liable to you or to any other person for any losses or damages of any kind caused by or resulting from any wrongful, wilful or negligent act or omission by any person or any direct or indirect lost profit or revenue, exemplary damages, deletion or corruption of electronically or digitally stored information, or without limiting the foregoing, any indirect or consequential loss or damage howsoever described or claimed.

### **Intellectual Property**

11. You acknowledge that you do not obtain or own any intellectual property rights whatsoever in the Site or the Content (except any User Content posted by you) and all intellectual property rights subsisting in the Site and any Content are vested in Tennis Australia or any third party licensor on creation.

### **Your posts to the Site**

12. If you post or submit any information, content, comment or other material (User Content) on the Site you grant to Tennis Australia a non-exclusive, royalty-free, perpetual, irrevocable, world wide and fully sublicensable right to use, reproduce, communicate, modify, adapt, publish, translate, create derivative works from, distribute and display such User Content throughout the world in any media.

13. You warrant that you own or otherwise control all of the rights to all User Content that you post, that you will be solely responsible for the User Content that you post, that the User Content is accurate, that the use of the User Content you supply does not violate any applicable laws or these Terms and that the User Content will not cause injury or loss to any person.

14. You agree not to post or submit any Prohibited Content to the Site. For the purpose of this clause, Prohibited Content means any content on a Web Site that:

- is, or could reasonably be considered to be, in breach of the Broadcast Services Amendment (Online Service) Act 1999 (Cth); the Trade Practices Act 1974 (Cth); or any other applicable law or applicable industry code or is otherwise illegal, offensive or inappropriate;
- contains, or could reasonably be considered to contain, any misrepresentations; or is, or could reasonably be considered to be, misleading or deceptive, likely to mislead or deceive or otherwise unlawful;
- is, or could reasonably be considered to be, in breach of any person's intellectual property rights;
- is, or could reasonably be considered to be, prejudicial to the objects and interests of TA or the Member Association or your tennis Club or which may bring TA or the Member Association or your tennis Club or any of their members or sponsors into disrepute;
- illegal, offensive, racist, obscene, objectionable, threatening, defamatory or invasive of privacy;
- sexually explicit or containing sexual references or innuendo;
- used for political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam";
- impersonating any person or otherwise misleading as to the origin of any User Content;
- composed of a profile or photograph of any third person used without his or her permission or photographs of people under 18 years of age (even if they are your children); or

- consisting of or containing software viruses.

15. Tennis Australia has the right but not the obligation to monitor, review and edit, re-classify or remove any User Content for any reason whatsoever and is not obliged to provide a reason for doing so. Neither Tennis Australia nor any of its Member Associations takes any responsibility or assume any liability for any User Content posted by you or any third party.

16. By posting User Content you agree to indemnify and keep indemnified Tennis Australia, its officers, the Members Associations, your tennis Club and their, employees, directors, contactors and agents against all claims, suits, actions, liabilities, actual or contingent costs, damages and expenses incurred by Tennis Australia in connection with any User Content.

### **Cookies**

17. Cookies are used on the Site to remember visitors within a session and to facilitate transaction functions. The Site utilises cookies in order to understand the Site's usage and to improve the content, security and usability of the Site. We do not use cookies to collect personal information.

### **Subscriptions**

18. Your subscription to the Site is valid for a period of 12 months.

19. Tennis Australia, Member Associations or affiliated tennis clubs may use a payment system to collect payments from you for services provided (including but not limited to Membership of your tennis club and/or relevant Member Association). As Tennis Australia collects such payments on behalf of Member Associations and/or affiliated tennis clubs, it accepts no responsibility for any refunds payable to you as a result of the operation of the payment system. You agree to raise any request for a refund of any amounts paid to a Member Association directly with that Member Association and any amounts paid to an affiliated tennis club directly with that club.

20. You agree to make payment in full for any chargeable service which is used on the Site. Any charges will be displayed for you prior to usage.

### **General**

21. The failure of Tennis Australia to insist upon a strict performance of any of these Terms will not be deemed a waiver of any subsequent breach or default in these Terms.

22. Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

23. Related parties of Tennis Australia (including any Member Association or affiliated tennis club) may enforce these Terms in accordance with Tennis Australia's rights and obligations under these Terms.

24. These Terms are governed by the law in force in Victoria, and the parties submit to the exclusive jurisdiction of the courts in Victoria.

25. Tennis Australia reserves the right to vary these Terms and Conditions at any time and will post a notice for one month on the Site giving notice of that change. Any subsequent access to, or use of the Site following the change will constitute an acceptance of those variations to the Terms.

# TENNIS QUEENSLAND/AUSTRALIA AND INNISFAIL TENNIS CLUB PRIVACY POLICY

Tennis Australia is committed to the protection of your personal information in accordance with the National Privacy Principles set out in the Privacy Act 1988 (Cth).

In general, you can view the Tennis Australia website without revealing any information about yourself. However, there are times Tennis Australia may seek and collect information from you (for example, when you subscribe to our e-newsletter). This Tennis Australia Privacy Policy tells you about your privacy and describes the manner in which Tennis Australia collects, holds and uses personal information collected through our website. If you wish to make any inquiries regarding this Tennis Australia Privacy Policy, you should contact Tennis Australia's Privacy Officer by email at the following address [privacy@tennis.com.au](mailto:privacy@tennis.com.au).

Tennis Australia may, from time to time, review and update this Tennis Australia Website Privacy Policy to take account new laws and technology. All personal information held by Tennis Australia will be governed by its most recent policy, posted on the Website.

## **1. What is "Personal Information"**

1.1 "Personal information" is any information or opinion (recorded in any form) about a person, whether true or not, from which that person may be identified.

1.2 Tennis Australia collects personal information from its users via the Tennis Australia website (Website) or when you email us or contact us by telephone or mail.

## **2. Information collected via Tennis Australia Website**

2.1 Tennis Australia will not collect any personal information about visitors to the Website except when they knowingly provide it or as otherwise described below. For example, Tennis Australia will collect personal information from users to its Website when they register to receive e-newsletters, enter competitions or surveys.

2.2 When you visit and browse the Website, Tennis Australia's Website host will collect personal information for statistical, reporting and maintenance purposes.

2.3 This information will not be used to identify you and may include:

the number of users visiting the Website and the number of pages viewed;  
the date, time and duration of a visit; or  
the path taken through the Website.

2.4 Tennis Australia's Website host uses this information to administer and improve the performance of the Website.

## **Cookies**

2.5 Cookies are small text files that are transferred to a user's computer hard drive by a website for the purpose of storing information about a user's identity, browser type or website visiting patterns.

2.6 If you access the Website, a cookie is downloaded onto your computer's hard drive when you first log onto the Website and it is automatically deleted from your hard drive after a period of thirty days.

## **Web Beacons**

2.7 Web beacons are images that originate from a third party site to track visitor activities. Tennis Australia does not currently use web beacons to track the visiting patterns of individuals accessing its Website.

### **3. What information Tennis Australia collects about you**

3.1 Tennis Australia collects or may collect the following kinds of information about users:

'contact information'. This may include an email address where Tennis Australia can contact you. It may also include your name, mobile phone number, other phone numbers or address details.

Communications (by email or other means, which pass through the Tennis Australia systems) between yourself and Tennis Australia.

Other personal information provided voluntarily by you. This could be in response to surveys, contests or online activities.

Non-personally identifiable information, such as your IP address, browser type, pages visited etc. None of this information identifies you personally.

### **4. How Tennis Australia uses the personal information it collect about you**

4.1 Tennis Australia uses the information it collects from you for the primary purpose for which it is collected and for such other secondary purposes that are related to the primary purpose of collection.

Tennis Australia generally uses personal information to:

Provide you with products or services you have requested.

Direct marketing in relation to promotional activities where it is impracticable for Tennis Australia to obtain your prior written consent. However, when Tennis Australia does this, we will provide an express option for you to decline receiving any further marketing communications from Tennis Australia, via an opt out mechanism. Tennis Australia will only send you emails if you have elected to receive such emails in response to an email we have received from you.

### **5. Who we disclose your personal information to**

5.1 Tennis Australia discloses your information to its advertising and marketing agents, but only on terms requiring them to comply with this statement. If you do not wish to receive promotional information, you can contact Tennis Australia's Privacy Officer at any stage in the future so that your name can be removed from its marketing lists.

5.2 Tennis Australia may also disclose your personal information to its Website host and technology service providers in certain limited circumstances, for example, when the Website experiences a technical problem, to ensure that it operates in an effective and secure manner.

5.3 Otherwise, Tennis Australia will not disclose any of your personal information to any other organisation unless the disclosure is required by law or is otherwise permitted by the National Privacy Principles.

### **6. Your consent**

6.1 Tennis Australia will only collect and use personal information as described above or otherwise with your consent and only within the limits of this Tennis Australia Website Privacy Policy.

6.2 If you choose not to provide your personal information to Tennis Australia for the purposes set out in this Tennis Australia Website Privacy Policy, the only negative consequence for you will be that we will not be able to provide you with the requested product or service.

### **7. Updating, storage and security of personal information held by Tennis Australia**

7.1 Tennis Australia aims to keep your personal information secure and up to date. Any personal information that is collected via the Website or which is held on Tennis Australia's computer systems is protected by safeguards including physical, technical (firewalls, SSL encryptions etc) and procedural methods.

7.2 Tennis Australia does not collect sensitive or financial information about its users via the Website.

7.3 Personal information that is held by Tennis Australia in hard copy is stored securely on its premises and is only disclosed or used for the purposes described in this Tennis Australia Website Privacy Policy.

7.4 You can update your contact and profile information at any time by logging onto the Website and following the appropriate links.

## **8. Finding out what personal information Tennis Australia holds about you**

8.1 You are entitled to access personal information that Tennis Australia holds about you. If you request access to your personal information, we will grant your request unless providing you with access would unreasonably impact upon the privacy of others or is not otherwise permitted under the National Privacy Principles. If Tennis Australia refuses your request to access your personal information, it will provide you with reasons for our refusal.

8.2 A request for access can be done in any of the following ways:

phone: 03 9914 4000

email: [privacy@tennis.com.au](mailto:privacy@tennis.com.au)

write to: Tennis Australia

Privacy Officer Tennis Australia Private Bag 6060 Richmond South Victoria 3121

## **9. What to do if you have a question, problem or complaint about our use of your personal information**

If you feel that your privacy has not been respected or that Tennis Australia has conducted itself inconsistently with this Tennis Australia Website Privacy Policy in respect of your personal information, please contact Tennis Australia and ask for the Privacy Officer.