

## **Terms and Conditions of Participation**

Your child's completed Registration Form and these Terms and Conditions of Participation (which may be amended by the Camberwell Magpies Cricket Club (CMCC from time to time) are the conditions upon which you agree to allow your child to participate in the Junior Cricket program as described (**Program**).

## **Safeguarding Children and Young People**

Camberwell Magpies Cricket Club (CMCC) is committed to creating an environment where the community can enjoy participation in our activities, events or programs without experiencing abusive, insulting, threatening or other anti-social behaviour.

We call on all parents / carers and other spectators associated with the CMCC to:

- observe and understand our organisation's Parents / Carers and Spectators Code of Conduct;
- when necessary, politely and respectfully remind others of their obligations under the Parents / Carers and Spectators Code of Conduct; and
- in the event of serious or ongoing breaches of the Parents / Carers and Spectators Code of Conduct by another person, to report the matter to a ground or club official so that appropriate action can be taken.

## **Application to participate**

(a) You warrant that your child is between the ages of 5 and 17 (inclusive) at the time of his or her participation in the Program and agree that you will, if requested by the CMCC, provide evidence of your child's age.

(b) For each child you are registering:

- i. complete the online Registration form;
- ii. pay annual subscription to CMCC by completing the online credit card section during the online registration;

- iii. agree that your child understands the Player Code of Behaviour (as set out below); and
- iv. agree that you understand and will comply with the Parents / Carers and Spectators Code of Conduct (as set out below);

(the **Application**);

(c) Subject to sub-paragraph (d) below, the CMCC will:

- i. process Applications until all places in the specified Program are filled; and
- ii. send you an email confirming your acceptance into the Program;

(d) CMCC will not:

- i. process any Application that is incomplete, unclear, or is not accompanied by the Fee;
- ii. accept any changes to the Application, except for a change of email address or phone number.

### **Participant benefits**

Participants in Junior Cricket programs can only collect benefits pack (if applicable) after the receipt of the fee by CMCC.

### **Limitation of Liability and Release**

(a) You understand that there are inherent risks associated with participation in the Program, which may result in personal injury (even of a serious nature) to a participant and that you fully accept and agree to bear those risks.

(b) You agree not to bring any claim or proceeding against CMCC for any damage, loss or injury whatsoever that you or your child may suffer from participation in the Program.

(c) CMCC's liability to you is limited (at CMCC's election) to CMCC repaying any amounts paid by you under this Agreement or supplying or resupplying any Program services to which you are entitled in accordance with these Terms and Conditions of Participation.

(d) You understand that as a registered player participating in the Junior Cricket program your child is entitled to certain Sports Injury Insurance benefits. You accept that the level of cover provided to your child as a player is the level chosen by CMCC and does not include a Medicare “Gap” which cannot be insured. You understand that this covers registered participants only and does not cover parents/guardians or other people attending any activities that form part of the Program.

### **Cancellation, Refunds and Termination**

(a) Once you have registered and paid for CMCC Junior Cricket program, a refund will only be provided in the following circumstances:

- i. The participant has a medical condition which prevents him/her from any further activity (a doctor’s certificate will be required); or
- ii. CMCC deems that the Program has not been delivered to the reasonable expected standard.

A refund will not be given if the participant has attended more than 50% of scheduled Junior Cricket games.

Questions regarding a refund should be directed to Junior Committee via email ([cmccjuniors@tpg.com.au](mailto:cmccjuniors@tpg.com.au)).

If you wish to cancel your Application, you must notify CMCC in writing. Following cancellation, you have no entitlement to the participant benefits and will be ineligible for player awards.

(b) CMCC is not liable to you for any loss or damage you suffer as a result of the Program or part of the Program being cancelled, postponed or changed.

(c) CMCC will not replace your participant benefits if lost, stolen or damaged.

(d) CMCC may terminate your child’s participation in the Program on reasonable grounds at any time, including if your child’s behaviour interferes with another participant’s safety or enjoyment of the Program.

(e) CMCC may, in its absolute discretion, change a Program or part of a Program, including dates, session times, durations and locations.

## **Privacy**

- (a) Personal information that CMCC collects on Registration is used for the purpose of processing your request for your child's participation in the Program. CMCC may also use this information to send you program related information or offers if you have agreed to receive such information during the registration process.
- (b) CMCC may disclose your information to other organisations for the purpose of processing your application, research and development and performance evaluation. These organisations are required to keep your contact details confidential and to use them only for the stated purposes.
- (c) All information supplied to you is subject to the CMCC's Privacy Policy.

## **Photographs**

You consent to CMCC using your child's name or image (including photographs) in any form or medium for general marketing and promotional activities. If you do not wish to consent to your child's name and image being used please notify the Junior Committee in writing.

## **Player Code of Behaviour**

By registering your child at CMCC, you agree that your child understands and will adhere to the Player Code of Behaviour:

- (a) Play within the spirit of the game and by the rules of the competition.
- (b) Never argue with a coordinator, coach or volunteer parent/guardian.
- (c) Do not bully or take unfair advantage of another participant.
- (d) Show respect to all participants regardless of their gender, race, ability, colour, religion, language, politics or national or ethnic origin.

## **Parents / Carers and Spectators Code of Conduct**

By registering your child in CMCC Junior Cricket competition you agree that you will adhere to the Parents / Carers and Spectators Code of Conduct:

Your child and other children and young people's participation and enjoyment in activities, programs or events are our primary consideration.

As parents and carers your role is to support these outcomes by:

- encouraging your child's participation in a positive manner;
- not engaging in behaviour that discriminates against any other person on the basis of gender, race, ability, colour, religion, language, politics or national or ethnic origin;
- not engaging in, or threatening to engage in, violent or physical confrontations with any other person;
- not encouraging or inciting players to violence, or similar breaches of competition rules or spirit;
- expressing your support by encouraging the participants and not engaging in behaviour designed to belittle, insult or intimidate, participants, supporters or their officials;
- never mocking or insulting participants — when they make a mistake or do not play well;
- demonstrating good sportsmanship by respecting and acknowledging good play by all participants;
- respecting and accepting the decisions of officials and not criticising or arguing about decisions during or after the event;
- recognising the value and importance of volunteers;
- refraining from smoking or consuming alcohol whilst spectating;
- following any directions of CMCC officials, employees, volunteers or other authorised ground staff, including any request to modify your behaviour or to leave the ground following a breach of these guidelines.

Serious or ongoing breaches of these guidelines are not tolerated. Those who breach our guidelines risk being asked to leave the event and/or being prohibited from attending future events.