

CAMP & TRAINING RULES, CODE OF CONDUCT, INDEMNITY, MEDICAL AND PARTICIPANT INFORMATION FORMS

All participants shall obey all reasonable instructions given by Camp organisers, including:

1. Conduct themselves with good sportsmanship and etiquette at all times.
2. Support and encourage other participants during training and at all times generally.
3. Punctually attend all training sessions, meals and other activities, as required by Camp Organisers.
4. Juniors (Under 18) must not engage in smoking or drinking alcohol and all athletes must not use illegal substances.
5. Juniors (Under 18) must remain within the training venue or such other place as the participants are unless prior permission is given to them specifically to leave the location by a Camp Organiser or representative.
6. Maintain good personal hygiene, health and eating habits.
7. Participants will only be given one warning for misconduct, offence will result in a complete camp suspension, warnings may be given by any of the camp organisers.

IMPORTANT NOTICE - WARNING!

This is an important document which affects your legal rights and obligations. Read it carefully and sign it only when you are satisfied that you understand it.

Whilst all reasonable efforts are and will be made to ensure your health and safety, participation in the Junior Training camp, including training and associated activities, may involve some mishap or incident which could result in injury, damage or loss (to your person or property).

It is a condition of entry to the Training Camp that you (the Participant), and in the case of the Participant being under 18 years, your parent or legal guardian, completes the Information Sheet attached and consents to and acknowledges the terms and conditions of participation set out below ("Terms and Conditions").

TERMS AND CONDITIONS

(Including exclusion of liability and indemnity)

I, _____ (insert name) acknowledge and agree that I enter, and participate in activities of, the Junior Training Camp voluntarily having regard to the warnings given above. I further acknowledge and agree that:

1. The Training camp Organisers, their agents and contractors shall have no duty or responsibility whatsoever for any camp participant until such time as the participant officially joins the camp at the camp venue or after such time as the participant officially leaves the camp, which times have been previously agreed between the camp organisers and the participant (and/or the participant's parent/legal guardian, where the participant is under 18 years); if the agreed time is breached then a service fee will apply on an hourly rate.
2. Some of the activities carried on by, or at, the camp may unintentionally result in a risk to my health, safety and wellbeing, and/ or potentially that of others;

3. In the interests of the health, safety and wellbeing of the, Camp participants and others, I shall comply with the conditions of entry and rules of the facility in which the Camp is conducted ("Facility"), and with the reasonable directions of the Facility manager and/or Facility staff, as these may vary from time to time;
4. It is prudent and reasonable that I be required to provide, and that I do and will continue to provide, relevant information (including that set out in the attached Information Sheet) to the Camp Organisers or such other authorised official as is appropriate to enable my health, safety and well-being to be adequately catered for;
5. The information provided in the attached Information Sheet is true and correct, and I will advise camp organisers or such other authorised official in writing, of any change in the details set out in the Information Sheet or any other occurrence or condition which I consider may affect my performance as a participant during the Camp
6. I shall at all times, whilst under the guidance of the Camp Officials, conduct myself in a fitting manner, and shall comply with
 1. All directions of the Camp Officials
 2. The attached Code of Conduct, as this may vary from time to time
 3. The Camp Conditions of Entry and other directions given by authorised Camp Officials from time to time;
 4. If at any time I fail to comply with those matters or directions set out in paragraph 5 above, I may, in the discretion of the Camp Manager, (subject to natural justice) be removed from the Camp, and directed to return home at my expense or the expense of my parents, as appropriate;
7. I am responsible for the protection and safety of my own property;
8. I hereby release the Camp Organisers, their employees, agents and contractors to the extent permitted under the Trade Practices Act 1974 (Cth) from any liability in respect of any loss, damage, injury, claim, action, costs, penalties or proceedings suffered, incurred or arising at

9. any time as a result of or in connection with my attendance at, or participation in, the Camp except where The organisers, their, employees, agents or contractors have failed to exercise due care and skill; and
10. I and, where I am less than 18 years of age, my parent/legal guardian shall, jointly and severally, indemnify Camp organisers, their employees, agents and contractors to the extent permitted under the Trade Practices Act or otherwise by law in respect of any actions, suits, proceedings, claims, demands, losses, damages, costs, penalties and fines suffered, arising or incurred as a result of or in connection with my attendance at, or participation in, the Camp, except where the camp organisers, its officers, employees, agents or contractors have failed to exercise due care and skill.

I understand the information set out in the attached Information Sheet will be treated as confidential in the hands of Health, Wellness & Table Tennis, its officers, employees, agents and volunteers, except to the extent that the same is generally known, or is disclosed on reasonable administrative, legal or medical grounds.

PRIVACY STATEMENT

We are bound by the National Privacy Principles & the HWATT Privacy statement contained in the Privacy Act 1988, subject to exemptions that may apply to us under that Act.

HWATT may, from time to time, review and update this policy, including to take account of new or amended laws, new technology or changes to our operations. Personal information held by us is governed by the most recently updated policy.

This policy was last updated on 01 December 2011.

WEBSITE TERMS AND CONDITIONS

The terms and conditions govern your use of and access to the relevant HW&TT websites.

All HW&TT members tick a box agreeing to these terms and conditions when they join or register. A link to these terms and conditions is located on the bottom of each page.

The relevant HW&TT websites are owned and operated by Health, Wellness & table Tennis PTY LTD (ABN 30 135 125 272).

General Terms and conditions

These terms and conditions govern your use of and access to the relevant HW&TT websites.

All HW&TT members tick a box agreeing to these terms and conditions when they join or register. A link to these terms and conditions is located on the bottom of each page.

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We may change these terms and conditions at any time. If we do, the new terms and conditions will be posted on the relevant HW&TT websites. Your subsequent or continued use of the HW&TT website constitutes your acceptance of a change. If you object to a change to these terms and conditions, your only remedy is to immediately discontinue your use of the relevant HW&TT website.

These terms and conditions were last updated on 01 December 2011.

HW&TT website

While we use reasonable endeavours to ensure that the HW&TT website is available continuously, we do not make any representation or warranty that your access is uninterrupted, timely, secure or error free. Your access to the HW&TT website may be suspended without notice in the case of system failure, maintenance or repair or a reason beyond our control.

Except as expressly stated otherwise in the Conditions, we may at any time and without notice to you:

change or discontinue a feature or service on the HW&TT website; or

change the pricing for a chargeable service or feature on the HW&TT website.

Membership

When registering as a member, you must provide us with accurate, complete and up-to- date information, as requested. You must inform us of any changes to your registration information.

You must not register as a member multiple times.

You must not share your membership with another person.

You must not impersonate or create a membership for a person other than yourself. We may at any time request a form of identification to verify your identity.

You must ensure the security and confidentiality of your membership details, including the username and password assigned to you. You are responsible for any activities which occur under your membership details (including unauthorised use of your credit card). You must immediately notify us if you become aware of unauthorised use of your membership details. You must not permit your membership details to be used by or transferred to another person.

We may suspend or terminate your membership or access to the HW&TT website, including if we believe you are abusing the services in any way, have breached the Conditions or are no longer an active member.

Sponsorship

If a player is named in a "Tier 3" , "Tier 2" or "Tier 1" sponsorship program, the player agrees to exclusively wear the provided uniforms at individual events and or training where possible, provided by HWATT as per HWATT supplier contract.

Your conduct

You must not:

use the HW&TT website in breach of any applicable laws or regulations; impersonate a person or entity; harm, abuse, harass, stalk, threaten or otherwise offend others; for an unlawful purpose; exploits another person in any manner;

advertises, promotes or solicits goods or services or commercial activities (except if expressly permitted or authorised by us); or contains financial, legal, medical or other professional advice;

interfere with, disrupt, or create an undue burden on the HW&TT website;

use a robot, spider, or other device or process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the HW&TT website;

frame or mirror a part of the HW&TT website without our prior written approval; use code or other devices containing reference to the HW&TT website to direct other persons to another web page;

except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble a portion of the HW&TT website or cause any other person to do so; or

Your Material

By uploading, transmitting, posting or otherwise making available Material via HW&TT website, you:

grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form and for any purpose;

except if expressly stated otherwise, grant each user of the HW&TT website a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form for any purpose, subject to the Conditions;

warrant that you have the right to grant the abovementioned licences; warrant that the Material does not breach the Conditions; and

unconditionally waive any moral rights (as defined by the Copyright Act 1968) which you may have in respect of the Material.

We may (in our absolute discretion):

review, modify, reformat, reject or remove Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates the Conditions or

otherwise has the potential to harm, endanger or violate the rights of a person; and monitor use of the HW&TT website and store or disclose information that we collect, including in order to investigate compliance with the Conditions or for the purpose of a police investigation or governmental request.

We are not responsible for, and accept no liability with respect to, Material uploaded, posted, transmitted or otherwise made available on the HW&TT website by a person other than us. For the avoidance of doubt, we are not to be taken to have uploaded, posted, transmitted or otherwise made Material available on the HW&TT website simply by facilitating others to post, transmit or otherwise make Material available. Furthermore, we do not endorse any opinion, advice or statement made by a person other than us.

Notifying us

If you think that the HW&TT website has been accessed or used by another user in breach of the Conditions, please e-mail us at Simon@TableTennis.net.au. We will consider whether there are grounds for taking action, but may not necessarily contact you as to our decision.

In particular, if you wish to send us a copyright infringement notification, you must identify the Material that you believe infringes your copyright, identify each copyright protected work in which you own the rights and which you believe has been infringed, identify how each copyright protected work has been or is being infringed and include your contact information. You will need to sign the notice and send it to simon@TableTennis.net.au

Intellectual property

Except as expressly stated otherwise in the Conditions, you do not have any right, title or interest in or to any proprietary rights relating to the HW&TT website.

The HW&TT website contains Material that is protected by copyright, trade mark and other laws. Except as expressly stated otherwise in the Conditions, you may reproduce and display the Material on the HW&TT website for your own personal, non-commercial use only. Except for the temporary copy held in your computer's cache and a single permanent

copy for your personal reference, the material may not otherwise be used, stored, reproduced, published, altered or transmitted in any form or by any means without our prior written approval or the written approval of our licensor.

In particular, you may not use Material on the HW&TT website to establish, maintain or provide, or assist in establishing, maintaining or providing your own publications, Internet site or other means of distribution.

Nothing displayed on the HW&TT website should be construed as granting a right of use in relation to a logo, masthead or trade mark displayed on the HW&TT website without the prior written approval of the relevant owner.

Third party websites, advertising and activities

We may feature or display links and pointers to websites operated by third parties on the HW&TT website. Those websites do not form part of the HW&TT website and are not under our control. We do not accept responsibility in connection with those websites. If you link to those websites, you leave the HW&TT website at your own risk.

You must not link to the HW&TT website from any other website (or otherwise authorise another person to link from a third party website to the HW&TT website) without our prior written approval.

The HW&TT website may feature or display third party advertising. By featuring or displaying that advertising, we do not represent that we recommend or endorse the relevant advertiser, its products or services.

If you contact a third party using functionality provided on the HW&TT website, including via e-mail, we do not accept responsibility for communications or transactions between you and the relevant third party.

From time to time, we may promote, advertise, or sponsor functions, events, offers, competitions or other activities that may be conducted offline and may be conducted by third parties. These activities may be subject to separate terms and conditions. You participate in those activities at your own risk. We do not accept responsibility in connection with your participation in activities conducted by a third party.

Termination

We may terminate your membership at any time for any reason by providing written notice to you.

We may terminate your membership if you are in breach of the Conditions or if we otherwise believe (acting reasonably) that you are unfit to be a member of the HW&TT website. In no event are you entitled to a refund of payments for chargeable services or features or any "unused" portion of your subscription.

We may do any or all of the following in relation to your membership: suspend your membership;

permanently or temporarily hide all or part of your member profile;

modify your member profile;

deactivate your membership if you have not used the site for a period of 6 months or more (from the date of last use); or

permanently or temporarily block your access to all or part of the HW&TT website.

You may terminate your membership at any time by e-mailing us. In no event are you entitled to a refund of payments for chargeable services or features or any "unused" portion of your subscription.

Disclaimer

You use the HW&TT website at your own risk.

Except as expressly stated otherwise in the Conditions, Material on the HW&TT website is provided as general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making a decision.

We do not make any representation or warranty that Material on the HW&TT website is reliable, accurate or complete, nor do we accept any responsibility arising in any way from errors or omissions.

We are not liable for loss resulting from any action or decision by you in reliance on the Material on the HW&TT website, nor any interruption, delay

in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.

Limitation of liability

You use the HW&TT website at your own risk.

To the extent permitted by law, we exclude any conditions and warranties relating to your use of the HW&TT website that are not expressly stated in the Conditions.

To the extent that our liability for breach of an implied warranty or condition cannot be excluded by law, our maximum liability to you is limited to the total amount paid by you (if any) for a chargeable service or feature on the HW&TT website purchased by you during the term of your membership.

In no circumstances are we liable to you for any indirect, incidental, special or consequential losses or damages (including loss of profit, revenue, production, goodwill, data or opportunity) of whatever nature howsoever arising in connection with the HW&TT website.

Indemnity

You must indemnify and hold us harmless against any loss, expense, damage or liability that we may suffer or incur as a result of or in connection with your use of, access to or conduct in connection with the HW&TT website, including a breach of the Conditions by you.

GST

Unless stated otherwise, charges referred to for goods or services supplied (or offered for supply) via the HW&TT website are inclusive of GST. If GST applies to a supply made to you, we will deduct the applicable GST and issue you with a Tax Invoice. GST and Tax Invoice have the meanings referred to in A New Tax System (Goods and Services Tax) Act 1999.

Severability

If a term of the Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of that term does not affect the validity of the remaining terms of the Conditions, which remain in full force and effect.

No waiver

No waiver of a term of the Conditions is deemed a further or continuing waiver of that term or any other term. A failure to assert a right under the Conditions does not constitute a waiver of that right.

Affirmation regarding age

By using the HW&TT website, you affirm that you are 18 years or over or otherwise possess legal, parental or guardian consent.

Applicable law

The Conditions must be construed in accordance with and governed by the laws of Victoria, Australia. You consent to the exclusive jurisdiction of Victorian Courts to determine a matter or dispute which arises under the Conditions.

Definitions

In these terms and conditions:

Conditions are these terms and conditions, together with the HW&TT Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the HW&TT website;

Material is text, illustrations, photos, audio, video, any combination of these or other material;

HW&TT website is the website that we own and operate from time to time, regardless of how that website is accessed by users (including via the Internet, mobile phone or any other device); and

Us, we, relevant websites or our is Health, Wellness & table Tennis PTY LTD (ABN 30 135 125 272)].

Simon Gerada
Health, Wellness & Table Tennis
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