

CRICKET VICTORIA TERMS AND CONDITIONS

Cricket Victoria Terms and Conditions of Cricket Participant Registration

Unless otherwise defined, capitalised words and phrases in these Terms and Conditions have the meaning set out in the Cricket Victoria (*CV*) Policies referred to in these Terms and Conditions.

In these Terms and Conditions, *Cricket Organisation* means CV, and any community cricket peak body, associations and clubs, and *Your Cricket Organisation* means the Association and/or Affiliate community cricket peak body, association or club with or through which you are registered.

The PlayHQ online registration form and these Terms and Conditions of Participation (which may be amended by CV from time to time) (*Terms and Conditions*) are the conditions upon which you agree to register as a participant to play, umpire, administer or volunteer in Cricket in Victoria (*Cricket Participant*). By submitting a PlayHQ online registration form and paying the applicable registration fee, you (and, if you are under 18 years of age, you and your parent or legal guardian whose name and details appear in the requisite fields) agree to these Terms and Conditions. More specifically, you (and, where appropriate, your parent or legal guardian):

- 1.1. Agree to be registered as a Cricket Participant with Your Cricket Organisation.
- 1.2. Agree that the information provided by you is current and correct at time of registration and will be updated by you as required within one month of any change.

Privacy and your personal information

- 1.3. Acknowledge that the personal information that a Cricket Organisation collects from you may be used and disclosed for the purposes set out in the CV Privacy Policy (located at <https://www.cricketvictoria.com.au/privacy-policy/>) including being used by Cricket Organisations to administer the game of cricket and provide cricket activities and cricket-related services, offers and information.

Advertisements

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- 1.4. To avoid doubt, acknowledge that the personal information that a Cricket Organisation collects from you may be used and disclosed to Victorian Premier Cricket clubs for the purposes of assessment and inviting you to participate in Premier Cricket pathway program cricket activities.
- 1.5. To avoid doubt, acknowledge that the Cricket Organisations may use third parties (such as IT providers, venue operators or survey providers) to collect your personal information, or your information may be disclosed to third parties to help run cricket, or as required by law.

CV Policies and Codes of Behaviour

1.6. Agree to be bound by and comply with all rules, regulations, constitutions and by-laws, codes of conduct, and policies of CV and Your Cricket Organisations (both clubs and associations) including, but not limited to:

- a. CV's Member Protection Policy;
- b. CV's Code of Behaviour;
- c. Australian Cricket's Policy for Safeguarding Children and Young People;
- d. Australian Cricket's Looking after our Kids Code of Behaviour;
- e. Australian Cricket's Commitment to Safeguarding Children and Young People;
- f. Cricket Australia's Spirit of Cricket.

1.7. The parent or guardian of the Cricket Participant acknowledges that they have read and will abide by the CV Policies and Codes of Behaviour listed above in clause 1.6, in addition to any other CV Policies in force from time to time, and that any breach of the CV Policies may be subject to disciplinary action under the CV Member Protection Policy or the relevant Cricket Organisation's disciplinary procedures.

1.8. Warrant that you have fully disclosed any suspension that you may be serving imposed by any cricket body or any other sporting body, and that you have a continuing obligation to immediately disclose any suspension imposed in the future to your Cricket Organisation and CV.

Risk

1.9. Acknowledge and accept all risks involved in training, competing and otherwise participating in activities related to or forming part of your membership of your Cricket Organisation and your registration to participate in the sport, including but not limited to being hit by a cricket bat or ball, including being hit in the head by a bat or ball, falling or tripping over a cricket ball, becoming entangled in cricket nets, or colliding with other participants, and accidents can and often do happen which may result in personal injury, death or property damage as well as the risk of transmission of viral illness including COVID-19 and you have considered that risk, including any vulnerability or health condition that you may have. You will not participate in the Cricket Activities while intoxicated or affected by drugs. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

Insurance

1.10. Acknowledge that the National Club Risk Protection Program (NCRPP) provides insurance for certain costs related to an injury sustained while in a Cricket Participant's activity. The NCRPP defines the Insured to include Australian Cricket Clubs, Affiliates and Associations, participating within organised club competitions of CV.

1.11. Acknowledge that the Cricket Participant is provided with a basic level of cover under the NCRPP. Details about the level of cover, what is covered, when you are covered and the insurance claim process can be found [here](#). In particular, reimbursement is only available for items that cannot be claimed through Medicare, including that the Medicare 'gap' payment is not covered.

1.12. Acknowledge that this insurance level is not intended to be comprehensive cover and it is recommended that you investigate applicable insurance needs and cover in relation to participating in cricket competitions, activities and other events.

1.13. Warrant that you do not have a known pre-existing medical or other condition which makes it unsafe to participate in cricket competitions, activities and other events and agree, if requested by Your Cricket Organisation or CV, to provide a certificate from a duly qualified medical practitioner certifying you are fit to participate.

Cancellation by you and refunds

1.14. Must notify Your Cricket Organisation in writing if you wish to cancel your registration. Following Your Cricket Organisation's confirmation to you of your registration cancellation, you will have no entitlement to the benefits that attach to registered participants in Victorian Cricket.

1.15. Any request for a refund of the National Registration Fee will be dealt with in accordance with the National Registration Fee Refund Policy found [here](#). Any request for a refund of any other fees will be dealt with by Your Cricket Organisation in accordance with its refund policy.

Use of name and image

1.16. Consent to any Cricket Organisation and its representatives, affiliates, agents, assigns, authorised licensees and commercial partners to record, use, edit, reproduce your name, likeness or image (including photographs, voice, name and/or biographical information, videos and livestreaming of cricket events) in any form or medium for the purposes of competition management (including but not limited to performances, awards, player movements and code of conduct offences), educational, community cricket, promotional, commercial or marketing purposes related to the sport of cricket in Victoria and you agree that no fee or remuneration will be provided for your appearance in any such communication mediums and you waive, release and forever discharge the relevant Cricket Organisation from all claims, actions and liability relating to the use of your name or image. If you do not wish to consent to your name, likeness and image being used, you must notify CV and the relevant Cricket Organisation, if different, noting that such refusal may result in you being unable to be registered as a Cricket Participant or to participate in certain Cricket competitions, activities and other events.

Refusal, suspension or cancellation

1.17. Acknowledge and agree that CV and/or your Cricket Organisation (where Your Cricket Organisation is not CV) reserves the right, in their sole discretion, to refuse, suspend or cancel your registration as a Cricket Participant at any time. Where your registration is refused, cancelled or suspended by CV, you acknowledge and agree that Your Cricket Organisation will be required to immediately take all steps which are necessary to give effect to the same.

1.18. Acknowledge and agree that the circumstances in which CV and/or Your Cricket Organisation may refuse, suspend or cancel your registration include, but are not limited to, the following:

- a. Where false, misleading or inaccurate information has been provided as part of the registration process by you or any other person acting on your behalf;
- b. Where you are currently suspended (provisionally or otherwise) from participation in cricket or any other sporting code or are under investigation by Cricket Australia, a Cricket Organisation or other sporting code for any alleged breach of any on-field or off-field rule, regulation, code or policy;
- c. Where you (i) have been convicted of a criminal offence, or charged with a criminal offence or (ii) are under investigation by any State/Territory police service or other statutory authority in connection with a criminal offence, and CV or Your Cricket Organisation considers that the offence is of such a nature and seriousness as to present a risk to any other Cricket Participant or to the reputation of any Cricket Organisation or the game of cricket;
- d. Where you are alleged to have acted (prior to seeking or obtaining registration) in a way that would or may be a breach of any of the policies or codes of conduct listed in these Terms and Conditions of Participant Registration or contrary to any other rules, regulations, constitutions and by-laws, codes of conduct, and policies of Your Cricket Organisations and it is considered necessary in all the circumstances of the matter to refuse, suspend or cancel your registration, whether on an interim basis or otherwise;
- e. Where you have outstanding debts or liabilities to a Cricket Organisation and it is considered necessary in all the circumstances of the matter to refuse, suspend or cancel registration;
- f. Where your registration presents (or would present) a risk to the health and safety of any other cricket participant in Victoria; or
- g. Where you are not considered to be a fit and proper person to be registered to participate in cricket in Victoria;

and there is no obligation on CV or Your Cricket Organisation to provide detailed reasons for any such decision. No refund is available for registration cancelled or suspended due to fault, misconduct or neglect on your part.

1.19. Agree to provide all information reasonably requested by CV or Your Cricket Organisation in connection with any consideration as to whether you are a fit and proper person to participate in cricket in Victoria.

1.20. Acknowledge that where your registration is cancelled because of the provision of inaccurate, false or misleading information having been provided as part of the registration process, it will be deemed to be void and invalid from the date of initial registration.

1.21. Acknowledge your registration will automatically be deemed cancelled on the day following the expiry of any work permit visa or other permit or consent required by law for you to live and/or work in Australia.

1.22. Acknowledge that Your Cricket Organisation may apply additional terms and conditions in relation to your registration, including, but not limited to the collection of your personal information.

1.33. Yarra Glen Cricket Club operates as part of the RDCA Region and adopts policies and procedures issued by the RDCA. These policies and procedures govern the clubs general functions and are consistent with CV and CA Policies and guidelines and may change from time to time.

Yarra Glen Cricket Club operates with a 'Club Constitution' and 'Club Handbook'. These documents detail the club specific operations and are available on our website. www.ygcricketclub.com.au These documents are subject to change.