



## **MyCricket Terms and Conditions**

In consideration of Cricket Australia providing you access to the web pages that constitute a secure administration area of MyCricket, you as a MyCricket Security User agree to be bound by the following terms and conditions which apply to all MyCricket Security Users and their respective Organisations in relation to the access and use of MyCricket.

### **1. Definitions**

**Australian Cricket Organisation** or **Organisation** means any person which manages a cricket team or competition in Australia. For the avoidance of doubt, this includes, but is not limited to, cricket clubs, cricket associations, State Associations and Territory Associations.

**Cricket Australia** means Cricket Australia (ACN 006 089 130) of 60 Jolimont Street, Jolimont, 3002, Victoria.

**Cricket Australia Website** means [www.cricket.com.au](http://www.cricket.com.au) or such other website used by Cricket Australia from time to time.

**Data** means all data entered into and generated by MyCricket, including personal information.

**MyCricket** means the national cricket management system operated by Cricket Australia and provided by Cricket Australia to Australian Cricket Organisations, and includes web pages that constitute a secure administration area and a publicly available information area which shall be accessible through the Cricket Australia Website and MyCricket Website.

**MyCricket Principal Security User** means the security user who:

- (a) is the MyCricket Security User nominated in that role for an Organisation; and
- (b) is authorised by their Organisation to agree to these terms and conditions on behalf of the Organisation and any other terms and conditions which may be imposed or varied from time to time by Cricket Australia in relation to the security user's or Organisation's use of MyCricket; and
- (c) consents to their contact email address to be publicly accessible by reason of their use of MyCricket.

**MyCricket Security User** means a security user of MyCricket who has been nominated by an Organisation as a user of MyCricket, and who has been provided with a password by Cricket Australia in order to access the web pages that constitute a secure administration area of MyCricket.

**MyCricket Website** means a website through which MyCricket is accessible.

**State Association** means each of the following:

- (a) Cricket New South Wales;
- (b) Queensland Cricket;
- (c) South Australian Cricket Association;
- (d) Tasmanian Cricket Association;
- (e) Cricket Victoria; and
- (f) Western Australian Cricket Association.

**Territory Association** means each of the Australian Capital Territory Cricket Association and Northern Territory Cricket.

## **2. Terms of Provision, Inclusions and Exclusions**

- (a) Cricket Australia will provide MyCricket access to MyCricket Security Users and Australian Cricket Organisations so that MyCricket is:
  - (i) available to the maximum extent possible within Cricket Australia's reasonable control, having regard to any planned system outages for upgrades and maintenance that Cricket Australia may announce from time to time; and
  - (ii) recoverable in case of system accident or disaster so as to minimise downtime and potential Data loss.
- (b) Cricket Australia will not manually provide manual Data extracts at any time to any MyCricket Security User or Organisation. An Organisation may obtain authorised Data extracts via the relevant administration functions of MyCricket at any time.
- (c) The Organisation is solely responsible for the integrity of equipment and software used to transmit Data to MyCricket and to pay for internet service costs associated with such transmissions.
- (d) Access to additional services may require payment of a fee to Cricket Australia or any other person that provides the services. Organisations that want access to additional services must pay any applicable fees and agree to comply with the terms and conditions of the additional services before any such services will be provided.
- (e) The MyCricket Principal Security User for an Organisation is automatically given access to all previous Data which has been entered into MyCricket by or on behalf of that Organisation.
- (f) Cricket Australia may (in its sole and absolute discretion) terminate, suspend or restrict access by you or your Organisation to MyCricket immediately and without notice if any of the Conditions of Use in clause 3 below are breached by you or your Organisation.
- (g) Cricket Australia may for any reason and in its sole and absolute discretion:
  - (i) immediately suspend or restrict access, by you or your Organisation to MyCricket; or
  - (ii) terminate on five days' notice you or your Organisation's access to MyCricket.
- (h) You or your Organisation may also cancel access, terminate, suspend or restrict access by you or your Organisation to MyCricket by submitting a request through the user administration menu of MyCricket.

## **3. Conditions of Use**

- (a) Access to MyCricket is only available to Australian Cricket Organisations through their respective MyCricket Security Users.
- (b) Cricket Australia will determine, in its sole and unfettered discretion, whether to grant access to MyCricket to any Organisation, and whether to accept a MyCricket Security User.
- (c) Once you have successfully completed your first login as a MyCricket Security User, which includes your acceptance of these terms and conditions, you will be entitled to use MyCricket.

- (d) You and your Organisation must not use MyCricket, attempt to use MyCricket or allow MyCricket to be used in any way:
- (i) which results in you or Cricket Australia breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct; or a voluntary code of conduct that you or your Organisation have agreed to comply with;
  - (ii) which is, or which is considered by Cricket Australia to be, offensive or abusive;
  - (iii) which results, or could result, in damage to property or injury to any person;
  - (iv) to tamper with MyCricket or any hardware or software (including without limitation uploading, posting, emailing or otherwise transmitting any material that contains software viruses, bugs or other computer code or programs designed to interrupt or limit the functionality of any computer software or hardware, intervening without authority, engaging in fraud, or causing technical failures);
  - (v) which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;
  - (vi) which incites discrimination, hate or violence towards one person or group because of their race, religion, gender or nationality;
  - (vii) to send or promote any unsolicited or unauthorised advertising, promotional materials, surveys, contests, pyramid schemes, chain letters, unsolicited e-mailing or spamming;
  - (viii) to upload pornographic images or material;
  - (ix) to send, display or be otherwise involved in material which is obscene or defamatory;
  - (x) to engage in any misleading or deceptive business or marketing practice, that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;
  - (xi) to impersonate any person or entity;
  - (xii) which infringes Cricket Australia's or any other person's rights (including privacy rights, intellectual property rights and moral rights);
  - (xiii) which constitutes a misuse of Cricket Australia's or any other person's confidential information; or
  - (xiv) to engage in any conduct that, in Cricket Australia's opinion, restricts or inhibits any other user from using or enjoying MyCricket.
- (e) Where MyCricket has not been used in accordance with the requirements in clause 3(d) above Cricket Australia reserves the right to terminate services to you and your Organisation immediately without notice and your Organisation agrees to indemnify Cricket Australia in accordance with clause 6 below.
- (f) Your Organisation is solely responsible for the entry of, approvals to enter and accuracy of all information and agrees to indemnify Cricket Australia for any action or damage arising from any content created by the Organisation in accordance with clause 6 below.
- (g) Advertisements from Cricket Australia or its sponsors may be incorporated into all MyCricket website templates used by you or your Organisation.

- (h) Cricket Australia may send you and your Organisation a range of cricket-related information, news, updates and promotional marketing material by email, and may, contact you and your Organisation from time to time in relation to usage of the MyCricket Website.
- (i) The MyCricket Principal Security User is responsible for the actions of any person whom they activate as a MyCricket Security User for their Organisation and will procure that each MyCricket Security User for their Organisation shall comply with these terms and conditions.
- (j) By accessing the Cricket Australia Website you agree to be bound by the terms and conditions of use of the Cricket Australia Website (as they appear on the Cricket Australia Website) which are in force at that time.
- (k) By accessing, posting to or submitting content to MyCricket, you and your Organisation represent and warrant that;
  - (i) your Organisation owns all the rights to the content or are authorised to use and distribute the content via MyCricket;
  - (ii) the content does not and will not infringe any copyright or any other third-party right (including without limitation any intellectual property right and right to privacy) nor violate any applicable law or regulation; and
  - (iii) You are over 18 years of age or if you are under 18 years of age you have obtained a parent/guardian's consent.

#### **4. Privacy**

- (a) The personal information which Cricket Australia collects through MyCricket is used for the purpose of providing you with access as a MyCricket Security User. Cricket Australia may also use your personal information in the manner set out in Cricket Australia's privacy policy which can be viewed at the Cricket Australia Website.
- (b) The personal information which Cricket Australia collects from all Australian Cricket Organisations and their MyCricket Security Users will be disclosed to the State Associations and Territory Associations in accordance with Cricket Australia's privacy policy.
- (c) All information which you or your Organisation collects through access to and entered into MyCricket will be disclosed to Cricket Australia, State Associations and Territory Associations. You and your Organisation must have obtained the necessary consents to lawfully enable Cricket Australia, State Associations and Territory Associations to use the information in accordance with each of their respective privacy policies.
- (d) You and your Organisation acknowledge that although Cricket Australia aims to restrict access to personal information held within MyCricket through the use of passwords, Cricket Australia cannot warrant the confidentiality or privacy of any information so submitted to, or stored in, MyCricket. In certain circumstances, the information will need to be disclosed or used. To the maximum extent permitted by law Cricket Australia excludes its liability in relation to any personal information which is disclosed or used.

## **5. Amendment of the terms and conditions**

- (a) Cricket Australia may vary these terms and conditions at any time.
- (b) Cricket Australia will give notice of any variation to these terms and conditions by all of the following means:
  - (i) email to the current email address/es of each MyCricket Security User;
  - (ii) posting the revised terms and conditions on the Cricket Australia Website; and
  - (iii) posting the revised terms and conditions on a webpage within the administration area of MyCricket.
- (c) By continuing to access and use of MyCricket after such notice in clause 5(b) above you are deemed to have accepted the variation.

## **6. Indemnity**

- (a) To the maximum extent permitted by law, you and your Organisation indemnify and will keep indemnified Cricket Australia, State Associations, Territory Associations and their directors, officers, employees, agents and corporate partners from and against all costs, losses, damages or expenses (including consequential loss or damage) arising directly or indirectly out of your and your Organisation's use or access of MyCricket, or the use or access of MyCricket by someone using your name and password.
- (b) Each indemnity in these terms and conditions is a continuing indemnity and Cricket Australia need not spend any money before exercising its right of indemnity.

## **7. Disclaimer and limitation of liability**

- (a) Cricket Australia does not represent or warrant that you and your Organisation will receive continual and uninterrupted access to MyCricket. Cricket Australia will not be liable for any damages, losses, costs or expenses resulting directly or indirectly from or related to any failure or delay in the provision of MyCricket access.
- (b) To the maximum extent permitted by law, all warranties, conditions and representations about MyCricket for access and use of MyCricket or the products and services advertised, offered to be provided or provided to MyCricket Security Users and/or their Organisations and the information provided on MyCricket are excluded. If a term is implied by law into these terms and conditions and the law prohibits provisions in a contract excluding or modifying liability under that term, then it shall be included in these terms and conditions. However, liability for a breach of such term will be limited, at Cricket Australia's sole option, to one or more of the following:
  - (i) In relation to goods:
    - A The replacement of the goods or the supply of equivalent goods;
    - B The repair of such goods;
    - C The payment of the cost of replacing the goods or acquiring equivalent goods; or
    - D Payment of the cost of having the goods repaired;
  - (ii) In relation to services:
    - A The supply of the services again; or
    - B The payment of the cost of having the services supplied again.

- (c) We exclude all liability for any loss, damage, costs or expenses (including consequential loss or damage, loss or corruption of Data, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind, in contract, tort (including negligence) under any statute or otherwise) suffered by you or your Organisation, or claims made against you or your Organisation, directly or indirectly, arising from or as a result of or in any way related to your or your Organisation's use of or access to MyCricket.

## **8. Technological Issues**

- (a) Cricket Australia is not responsible for any infection caused to any of your or your Organisation's computer equipment or software by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Cricket Australia, including those that cause the delayed or non-delivery of emails to and from Cricket Australia or your or your Organisation's inability to access MyCricket.
- (b) You and your Organisation acknowledge that MyCricket may contain errors which will not constitute a breach of these terms and conditions.
- (c) Cricket Australia may conduct formal or random audits of Data from time to time, including but not limited to the following components:
  - (i) audit of login security tracking, including IP addresses of suspicious logins; and
  - (ii) audit of MyCricket content, whether website or competition, and Cricket Australia reserves the right to request any content to be removed or to remove such content itself.
- (d) Cricket Australia may from time to time, with prior notice to you or your Organisation temporarily discontinue MyCricket services for the purposes of maintenance and core system improvements.
- (e) Cricket Australia may require you to re-authenticate yourself from time to time for security reasons. Cricket Australia is not responsible for any information you may lose if the MyCricket servers terminate your browser session due to prolonged periods of inactivity.
- (f) Cricket Australia reserves the right to pre-screen content submitted for publication on MyCricket. Cricket Australia may refuse to publish or remove content that, in its sole discretion, does not meet its standards or does not comply with these terms and conditions of use. Cricket Australia is not responsible for any failure to publish or delay in removing such material.

## **9. Intellectual Property and Data**

- (a) All right, title and interest in and to MyCricket, including technology embodied therein, or used in connection with MyCricket, and any custom developments created or provided in connection with MyCricket, including all copyrights, patents, moral rights, trade secrets, trademarks and other proprietary rights, and any derivative works thereof, belongs solely and exclusively to Cricket Australia or is owned by Interact Sport Pty Ltd and is licensed to Cricket Australia.
- (b) Your Organisation retains ownership of all pre-existing copyright in materials, Data or other information which your Organisation submits to MyCricket.

- (c) Your Organisation grants Cricket Australia a royalty free, perpetual, irrevocable, assignable, non-exclusive licence to use, reproduce, publish, modify, adapt, distribute and transmit any materials, Data or other information which you or your Organisation submits to MyCricket. Your Organisation will not submit any content to My Cricket unless it is able to grant this licence and such content shall be subject to the warranty provided in clause 3(k) of these terms and conditions. Cricket Australia will use the licence in accordance with its privacy policy set out on the Cricket Australia Website.
- (d) Subject to clause 2(b) above you may view MyCricket and its contents but you and your Organisation are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the contents of the site for any purposes without the prior written consent of Cricket Australia including, for the avoidance of doubt, systematic retrieval of Data or other content from MyCricket to create or compile, directly or indirectly, a collection, compilation, database or directory..
- (e) The links to third party websites that are contained within MyCricket are provided only for your convenience. Cricket Australia does not endorse those third party websites or any of the products or services offered on or through them. You access those third party websites and use the products and services offered on or through them at your own risk.

## **10. General**

- (a) These terms and conditions are governed by the laws of Victoria (Australia). Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning these terms and conditions.
- (b) No failure to exercise or delay in exercising any right, power or remedy by Cricket Australia under these terms and conditions operates as a waiver of that right, power or remedy by Cricket Australia.
- (c) Any provision of these terms and conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these terms and conditions or affect the validity or enforceability of that provision in any other jurisdiction.