



MyCricket Online Registration and Payment Terms and Conditions

In consideration of Cricket Australia providing your Organisation with a limited, non-transferable, revocable licence to access to the MyCricket Online Registration and Payment Function (the **Registration & Payment Function**), you as a MyCricket Security User agree on behalf of your Organisation 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 the Registration & Payment Function. These terms and conditions do not limit or restrict the operation of the MyCricket Terms and Conditions of Use.

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 or such other website used by Cricket Australia from time to time.

Data means all data entered into and generated by the Registration & Payment Function, 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.

Organisation's Member means any person who has any role or involvement in relation to the organisation.

Service Provider means the Registration & Payment Function service provider, as appointed by Cricket Australia from time to time.

Service Provider Website means www.clubsonline.com.au or such other website used by the Service Provider from time to time.

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.

User means any and each of the following:

- (a) a MyCricket Security User;
- (b) an Organisation;
- (c) an Organisation's Member; or
- (d) the parent or guardian of any Organisation's Member.

2. Terms of Provision

- (a) Cricket Australia will use its best endeavours to provide access to the Registration and Payment Function in such a manner that it is 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 or the Service Provider may announce from time to time.
- (b) The Organisation is solely responsible for all information supplied to Cricket Australia and the Service Provider which is necessary for it to access and use the Registration & Payment Function.

3. Conditions of Use

- (a) Access to the Registration & Payment Function 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 the Registration & Payment Function to any Organisation.
- (c) Once you are advised that your Australian Cricket Organisation has been activated to access the Registration & Payment Function, you will be entitled to

use the Registration & Payment Function until your Organisation's licence is terminated in accordance with clause 10 below.

- (d) You and your Organisation must not use the Registration & Payment Function, attempt to use the Registration & Payment Function or allow the Registration & Payment Function to be used in any way:
 - (i) which results in you, Cricket Australia or the Service Provider 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 results, or could result, in damage to property or injury to any person;
 - (iii) to tamper with the Registration & Payment Function 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);
 - (iv) 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;
 - (v) to impersonate any person or entity;
 - (vi) which infringes Cricket Australia's or any other person's rights (including privacy rights, intellectual property rights and moral rights);
 - (vii) which constitutes a misuse of Cricket Australia's or any other person's confidential information; or
 - (viii) to engage in any conduct that, in Cricket Australia's opinion, restricts or inhibits any other user from using or enjoying the Registration & Payment Function.
- (e) Your Organisation is solely responsible for the entry of, approvals to enter and accuracy of all information and agrees to indemnify Cricket Australia and the Service Provider for any action or damage arising from entry or use of the information by the Organisation in accordance with clause 6 below.
- (f) Advertisements from Cricket Australia or its sponsors may be incorporated into all MyCricket website templates used by you or your Organisation.
- (g) 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.

- (h) By accessing the Service Provider's Website you agree to be bound by the terms and conditions of use of Service Provider's Website (as they appear on the Service Provider's Website) which are in force at that time.
- (i) By accessing and/or using the Registration & Payment Function, you agree to be bound by the terms and conditions of use imposed by the Service Provider and / or Cricket Australia from time to time and as advised to you.
- (j) By accessing and submitting content to the Registration & Payment Function, 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 in relation to the Registration & Payment Function;
 - (ii) the content submitted to the Registration & Payment Function 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.
- (k) With respect to the Registration & Payment Function:
 - (i) the Service Provider will be entitled to deduct a service fee, as applies from time to time, from all payments received from your Organisation's Members using the Registration & Payment Function;
 - (ii) the Service Provider will be entitled to retain an administration fee, as applies from time to time, with respect to processing any requested refunds or credit card reversals in relation to an Organisation's Member (including, without limitation, reversals due to misuse of a credit card). This administration fee will be borne by the relevant Organisation to which the Organisation's Member belongs;
 - (iii) the Organisation agrees to utilise the Registration & Payment Function to process all registration applications and renewals that provide for payment via credit card regardless of whether the application or renewal is lodged via the Service Provider's Website or otherwise (i.e. in person, facsimile or post). If an Organisation is found to be in breach of this clause, Cricket Australia may immediately suspend or restrict access, by you or your Organisation to the Registration & Payment Function;
 - (iv) the Organisation is solely responsible for the generation of invoices to be paid by the Organisation's Members in relation to any services or products acquired via the Registration & Payment Function (if any). The Service Provider will be responsible for processing all Registration & Payment related transactions, including payment processing, account settlement, online help and the receipt of all payments (if any); and

- (v) all funds processed using the Registration & Payment Function will be deposited and held in a bank account managed by Cricket Australia and the Service Provider.

4. Privacy

- (a) The personal information which Cricket Australia and the Service Provider collects through the Registration & Payment Function is used for the purpose of providing the Users with access to the Registration & Payment Function. Cricket Australia may also use such 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 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 from all Users 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 and agree (and must ensure all Users acknowledge and agree) 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/or the Service Provider's Website; and
 - (iii) posting the revised terms and conditions on a webpage within the administration area of MyCricket.
- (c) Cricket Australia, on behalf of the Service Provider will give notice of any variation to the terms and conditions it imposes with respect to the Registration & Payment Function by all of the following means:

- (iv) email to the current email address/es of each MyCricket Security User;
 - (v) posting the revised terms and conditions on the Cricket Australia Website and/or the Service Provider's Website; and
 - (vi) posting the revised terms and conditions on a webpage within the administration area of MyCricket.
- (d) By continuing to access and use the Registration & Payment Function after such notice in clauses 5(b) and/or 5(c) 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, the Service Provider 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 each User's use or access of the Registration & Payment Function, or the use or access of the Registration & Payment Function 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) Neither Cricket Australia or the Service Provider warrants or represents that any User will receive continual and uninterrupted access to the Registration & Payment Function. 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 the Registration & Payment Function access.
- (b) To the maximum extent permitted by law, all warranties, conditions and representations about the Registration & Payment Function for access and use of the Registration & Payment Function or the products and services advertised, offered to be provided or provided to a User and the information provided on the Registration & Payment Function 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) Cricket Australia and the Service Provider 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 any User, or claims made against any User, directly or indirectly, arising from or as a result of or in any way related to a User's use of or access to the Registration & Payment Function.

8. Technological Issues

- (a) Cricket Australia is not responsible for any infection caused to any User'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 any User's inability to access the Registration & Payment Function.
- (b) You and your Organisation acknowledge that the Registration & Payment Function 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 the Registration & Payment Function content 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 the Registration & Payment Function 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 the Registration & Payment Function servers terminate your browser session due to prolonged periods of inactivity.

- (f) Cricket Australia and the Service Provider reserves the right to pre-screen content submitted in relation to the Registration & Payment Function. Cricket Australia or the Service Provider 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 the Registration & Payment Function, including technology embodied therein, or used in connection with the Registration & Payment Function, and any custom developments created or provided in connection with the Registration & Payment Function, 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 the Service Provider 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 the Registration & Payment Function.
- (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 the Registration & Payment Function. Your Organisation will not submit any content to the Registration & Payment Function unless it is able to grant this licence and such content shall be subject to the warranty provided in clause 3(l) 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) The links to third party websites that are contained within the Registration & Payment Function 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. Termination

- (a) Cricket Australia or the Service Provider may (in its sole and absolute discretion) terminate, suspend or restrict access by you or your Organisation to the Registration & Payment Function immediately and without notice if any of the Conditions of Use in clause 3 above are breached by you or your Organisation and without limiting any other rights which Cricket Australia may have, your Organisation agrees to indemnify Cricket Australia in accordance with clause 6 above.

- (b) 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 the Registration & Payment Function; or
 - (ii) terminate on five days' notice you or your Organisation's access to the Registration & Payment Function.
- (c) You or your Organisation may also cancel access, terminate, suspend or restrict access by you or your Organisation to the Registration & Payment Function by submitting a request through the user administration menu of MyCricket

11. 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.
- (d) These terms and conditions apply in addition to the MyCricket Terms and Conditions to which you currently agree and any terms or conditions as advised to you by the Service Provider from time to time. To the extent of any inconsistency the MyCricket Terms and Conditions prevail.