



Terms & Conditions of Online Registration and Payment - Individuals

1. Introduction

In consideration of Cricket Australia and IMG eCommerce (the **Service Provider**) providing you with a limited, non-transferable, revocable licence to access to the MyCricket Online Registration and Payment Function (the **System**), you agree to be bound by the following terms and conditions which apply in relation to the access and use of the System. These terms and conditions do not limit or restrict the operation of the MyCricket Terms and Conditions of Use.

2. Information Provided by You

- (a) The personal information which Cricket Australia and the Service Provider collects from you through the System is used for the purpose of providing you with access to the System. 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 you will be disclosed to the State Cricket Associations and Territory Cricket Associations in accordance with Cricket Australia's privacy policy.
- (c) All information which you enter into the System will be disclosed to Cricket Australia, State Cricket Associations and Territory Cricket Associations.
- (d) You 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.
- (e) If you do not wish to provide us with the required information, you will not be able to make further use of the System.
- (f) You agree to ensure that all information provided by you is accurate and complete. You shall not at any time provide us with information which is false, inaccurate, misleading, obsolete or deceptive.
- (g) If we have grounds to believe that you have not provided us with accurate information, we may choose not to proceed with the processing of your registration and/or payment.

3. Confirmation of Payment

You will be issued with an email confirmation and a payment receipt, which will act as a tax invoice, upon your registration and / or payment being successfully processed.

4. Exclusion of Warranties and Indemnity and Release

- (a) Neither Cricket Australia or the Service Provider warrants or represents that you will receive continual and uninterrupted access to the System. 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 System.
- (b) To the maximum extent permitted by law, all warranties, conditions and representations about the System for access and use of the System or the products and services advertised, offered to be provided or provided to you and the information provided on the System 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, State Cricket Associations, Territory Cricket Associations, the Service Provider and their directors, officers, employees, agents and corporate partners (**Indemnified Parties**) 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 claims made against you, directly or indirectly, arising from or as a result of or in any way related to your use of or access to the System.
- (d) To the maximum extent permitted by law, you indemnify and will keep indemnified the Indemnified Parties 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 System, or the use or access of the System by someone using your name and password.
- (e) Each indemnity in these terms and conditions is a continuing indemnity and any of the Indemnified Parties need not spend any money before exercising its right of indemnity.

5. Technological Issues

- (a) Cricket Australia and the Service Provider are not responsible for any infection caused to any of your computer equipment or software by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Cricket Australia and the Service Provider.
- (b) You acknowledge that the System 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 System content and Cricket Australia reserves the right to request any content to be removed or to remove such content itself.
- (d) 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 System servers terminate your browser session due to prolonged periods of inactivity.
- (e) Cricket Australia and the Service Provider reserves the right to pre-screen content submitted in relation to the System.

6. Amendments to Terms and Conditions

These terms and conditions may be updated or amended at any time by Cricket Australia. We will not give you notice of any such change.

7. Acceptance

You agree that the commencement of your use of the System constitutes acceptance of these terms and conditions.