

# Schedule 4

## Netball Australia – NetSetGO Program

### Centre Terms & Conditions [FINAL]

#### 1. INTRODUCTION

- 1.1 NetSetGO is a fun, safe, social and active program for girls and boys aged 5 to 10 years of age (**NetSetGO Program**). It gives children and young people of all abilities a positive introduction to Netball and teaches them the basic skills of the sport. The NetSetGO Program is owned by Netball Australia and administered and delivered by the relevant State or Territory Netball Member Organisations (**Member Organisations**) and the Member Organisation Centres in their relevant State or Territory.
- 1.2 These Centre Terms and Conditions apply to all Centres who have been accredited by the relevant Member Organisation to conduct a NetSetGO Program (**Centre**). Each Member Organisation has been licensed under a separate agreement by Netball Australia to use the NetSetGO intellectual property, branding and to operate the NetSetGO Program. By applying to deliver the NetSetGO Program, every Centre has agreed to be bound by these Terms and Conditions.
- 1.3 In order to run the NetSetGO Program on their premises with Netball Australia and Member Organisation approval, the Centre must have received accreditation from the Member Organisation to use the trademarks and intellectual property of NetSetGO Program, and to operate the NetSetGO Program for the approved period.

#### 2. SAFETY OF CHILDREN AND YOUNG PEOPLE

- 2.1 Netball Australia, its Member Organisations and the Centres are committed to ensuring the safety and wellbeing of all children and young people who participate in Netball and access Netball's services. These services include the NetSetGO Program. The rights of the child are supported by these organisations, and these organisations will seek to ensure a child-safe environment is maintained.
- 2.2 Every Centre who is accredited to run the NetSetGO Program must engage in developing and maintaining a child-safe environment for Netball.
- 2.3 The Centre has agreed to comply with the Netball Australia Member Protection Policy, all the policies and procedures of Netball Australia and its Member Organisations that relate to

Child Safety, the relevant Codes of Conduct and all other relevant policies and procedures that relate to the conduct of Netball in Australia and the Centre's State or Territory.

- 2.4 In the event of any breach or potential breach of the Member Protection Policy, Code of Conduct or any other relevant Netball Australia policy or procedure by the Centre or another person associated with the Centre or a child participating in the NetSetGO Program, this matter must immediately be reported by the Centre to the Member Organisation so that appropriate action can be taken.
- 2.5 The Centre warrants that every person at the Centre who is in any way responsible for the delivery of the NetSetGO Program and has direct or indirect contact with the NetSetGO Program participants, has a current Working with Children Check in accordance with their State or Territory requirements and will adhere to the Working with Children Policy of Netball Australia and the relevant Member Organisation.
- 2.6 The Centre must use its best endeavours to ensure that all participants are safely transported from the Centre to an authorised destination after participating in the NetSetGO Program, and that no NetSetGO Program participant is left unaccompanied at the Centre after a NetSetGO Program has been conducted.
- 2.7 In accordance with the NetSetGO Program Participant Terms and Conditions, a Centre may seek compensation from a participant's parent or guardian for the costs of failing to arrange for the prompt collection of the participant after the designated finish time of the NetSetGO Program.
- 2.8 The NetSetGO Participant Terms and Conditions include a consent for the participant's image to be recorded by Netball Australia, the Member Organisation or the Centre for promotional purposes, and that the participant agrees to forgo any rights to the image including moral rights and copyright. If relevant, a participant's image must be used responsibly by the Centre in accordance with the relevant policies and procedures of Netball Australia and the relevant Member Organisation.

### 3. CENTRE DELIVERY OF THE NETSETGO PROGRAM

- 3.1 The Centre must operate the NetSetGO Program solely in accordance with the NetSetGO guidelines (including the NetSetGO Centre Coordinator Handbook, NetSetGO Coaching Resources, NetSetGO MyNetball Centre Manual, NetSetGO National Participation Commercial Guidelines and approved NetSetGO branding by Netball Australia (NetSetGO Guidelines). This documentation may be amended from time to time by Netball Australia at

its sole discretion, and the information is located on the NetSetGO SharePoint and/or the NetSetGO website.

- 3.2 An authorised representative(s) from the Centre is required to attend any designated Member Organisation meetings in their State or Territory to be informed about matters affecting the NetSetGO Program, including resources, training and responsibilities.
- 3.3 Each Centre is required to respectfully engagement with the community and its volunteers and ensure at all requirements of the NetSetGO Program are adhered to.

#### 4. REGISTRATION AND FEES

- 4.1 The Centre must pay the relevant participant fees as specified by the relevant Member Organisation for the NetSetGO Program. The Centre acknowledges that it is financially liable for all orders submitted to the supplier for dispatch, regardless of whether payment has been collected.
- 4.2 The Centre is responsible for directing the participants to the NetSetGO Program online registration process which includes participant's fee payment through the online system provided by Netball Australia.
- 4.3 The Centre is also responsible for coordinating and adhering to the NetSetGO Program registration process for Centres through the online registration system.
- 4.4 The Centre is responsible for ensuring that each NetSetGO Program pack that a participant is eligible to receive upon the payment of the full fee, is distributed to the participant. This is the case if the Centre's address is named as the participant's delivery address, or if the pack is returned to sender as the pack will be turned to the nominated Centre which the Centre must then distribute to the participant. The Centre use all reasonable endeavours to support the participant to ensure that the nominated participant pack address on the

Centre's MyNetball account is accurate to ensure that delivery is possible without interruption.

## 5. WARRANTIES AND REPRESENTATIONS

### THE CENTRE WARRANTS AND REPRESENTS THAT:

- 5.1 The information provided to the Member Organisation by the Centre in order to receive accreditation by the Member Organisation is true and accurate in every particular.
- 5.2 The NetSetGO Program will be delivered to the highest possible standards using the resources provided by Netball Australia and the relevant Member Organisation.
- 5.3 The Centre will operate the NetSetGO Program under the supervision of the Centre coordinator who has achieved the NetSetGO Program coaching accreditation.
- 5.4 The Centre is an entity duly organised, validly existing and in good standing under the laws of the State or Territory in which the Centre exists, and has the power and authority to enter into these Terms and Conditions.
- 5.5 No legal claim or proceeding, whether current, anticipated or past, has been made against the Centre which would prevent or in any way impact on the Centre being able to fulfil the Centre Terms and Conditions of the NetSetGO Program and to safely deliver the NetSetGO Program to participants.
- 5.6 All equipment owned or leased by the Centre and to be used in the delivery of the NetSetGO Program is in good repair and in working order, except for ordinary wear and tear.
- 5.7 The Centre is solvent and currently has no information that would lead it to reasonably conclude that the Centre would not, after giving effect to the matters contemplated by these Terms and Conditions, have the ability to, nor does it intend to take any action that would impair its ability to, pay its debts from time to time.
- 5.8 The Centre has taken out insurance cover with a reputable Australian insurer, including public liability insurance, in relation to its hosting and running the NetSetGO Program, at the appropriate and reasonable level of cover for the operation of the NetSetGO Program.

## 6. INTELLECTUAL PROPERTY

- 6.1 Netball Australia is the owner of any and all intellectual property rights (whether statutory, common law or otherwise) in relation to the NetSetGO Program, including all rights in inventions, patents, patent applications, utility models, copyright (including future copyright), trade marks (**Trade Marks**), logos and design marks, service marks, trade names, business names, brand names, designs, know how, trade secrets, domain names, other names and locators associated with the world wide web, internet addresses, semiconductor or circuit layout rights, whether arising before, on or after the date of these

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Terms and Conditions and including all applications and rights to apply for registration of such intellectual property rights (**Intellectual Property**).

- 6.2 The relevant Member Organisation is granted by Netball Australia an exclusive, non-transferrable (with no right to assign) and revocable licence to use and otherwise deal with the Trade Marks and the Intellectual Property within the State or Territory in which they operate, provided that the use of such NetSetGO Program branding is used by the Member Organisation only in connection with the NetSetGO Program. This licence is granted pursuant to the NetSetGO Intellectual Property Licence Agreement between Netball Australia and the Member Organisation.
- 6.3 The Centre is granted accreditation by the Member Organisation to use and otherwise deal with the Intellectual Property and the Trade Marks in Australia in accordance with the Member Organisation's licence from Netball Australia, and solely in respect of:
- (a) the use of the NetSetGO Program material;
  - (b) the use of any NetSetGO Program merchandise,
- (together the "**NetSetGO Branding**"), provided that such use of the NetSetGO Branding by the Centre is only in connection with the NetSetGO Program.

The Centre acknowledges and agrees that the grant of accreditation by the Member Organisation does not allow the Centre to use the Trade Marks or the Intellectual Property for the purpose of creating or manufacturing goods which are to be sold to any third party.

- 6.4 The Centre acknowledges and agrees that nothing in these terms and conditions assigns or transfers to the Centre any ownership, copyright or other intellectual property in the Intellectual Property or Trade Marks. The Centre must:
- (a) observe all reasonable directions notified to it by Netball Australia or the relevant Member Organisation:
    - (i) the nature, standards, characteristics and quality of the goods and services the IP and the Trade Marks are used in relation to;
    - (ii) the representation of the Intellectual Property and the Trade Marks;
    - (iii) the manner in which the Centre uses the Intellectual Property and the Trade Marks; and
    - (iv) the use of the branding in the form provided by Netball Australia and/or the relevant Member Organisation.
  - (b) use its best endeavours to preserve the value and validity of the Intellectual Property and the Trade Marks;

- (c) not use the Intellectual Property or the Trade Marks in any way which is likely to harm or prejudice Netball Australia and/or the relevant Member Organisation rights in or to the Intellectual Property or the Trade Marks;
- (d) use the Intellectual Property and the Trade Marks only for the purposes expressly permitted under this agreement and only in connection with NetSetGO Program and NetSetGO Branding; and
- (e) not use the Intellectual Property or the Trade Marks for any unlawful purpose or damage the reputation of the Trade Marks or the Intellectual Property.

6.5 The Centre must not apply to register the Intellectual Property or the Trade Marks anywhere in the world or challenge Netball Australia's complete ownership of the Intellectual Property or the Trade Marks or the validity of the Intellectual Property or the Trade Marks.

## 7. MARKETING AND PROMOTION

7.1 If the Centre is going to participate in the marketing and promotion of the NetSetGO Program, the Centre must actively promote and operate the NetSetGO Program including by using reasonable endeavours to comply with any instructions provided and co-operate with any initiatives operated by Netball Australia or the relevant Member Organisation.

## 8. PRIVACY

8.1 The Centre acknowledges and agrees that Netball Australia's Privacy Policy (**Privacy Policy**) will apply to the collection, use, disclosure and storage of the personal information collected in the NetSetGO Registration process. The Privacy Policy also sets out how the Centre may access a participant's personal information, ask for it to be amended, opt out of receiving marketing communications and complain about Netball Australia or their relevant Member Organisation's information managing practices.

8.2 Netball Australia and the relevant Member Organisation may use the personal information collected from the NetSetGO Program Registration process to send Netball Australia and Member Organisation based Netball and program related information or offers if the Centre agrees to receive such information.

8.3 A Centre is required to keep participant contact details confidential and to use them only for the stated purposes.

8.4 The Centre agrees to the MyNetball database Terms of Use by registering the Centre through the NetSetGO Program Registration process.

## 9. TERMINATION OF THE CENTRE'S NETSETGO PROGRAM ACCREDITATION

- 9.1 If the Centre breaches the terms and conditions established by Netball Australia and the relevant Member Organisations to operate the NetSetGO Program, the Centre must promptly notify the Member Organisation and provide details in writing of the breach.
- 9.2 The Centre's accreditation to operate the NetSetGO Program may be terminated by the Member Organisation if the Centre breaches any of these Term and Conditions, or if for any reason in their absolute discretion, Netball Australia or the relevant Member Organisation determine that the Centre's accreditation will be cancelled. In these circumstances, a written notice will be issued to the Centre and the Centre will be required to cease operating the NetSetGO Program in accordance with the terms of the notice of termination. Unless immediate termination is deemed necessary in the absolute discretion of Netball Australia or the relevant Member Organisation, the Centre will be given a period of 30 days in which to terminate their participation in the NetSetGO Program, and must comply with all reasonable directions of the Member Organisation in bringing the Centre's participation to an end.
- 9.3 The Centre may discontinue delivery of the NetSetGO Program for any reason upon not less than 60 days written notice to the relevant Member Organisation. Upon termination the rights and licences granted to the Centre shall immediately come to an end and the Centre must discontinue use of the Trade Marks and Intellectual Property on the notified date of termination.

## 10. GENERAL PROVISIONS

- 10.1 These Centre Terms and Conditions are governed by the law of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.

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