

ProSport Reality Experience Participation Agreement

The terms and conditions contained in this Participation Agreement set out the basis on which We offer to You the right to Participate in the Camp. You must accept these terms and conditions in order to complete the registration process to apply to become a Player.

We recommend that You read these terms carefully and print/keep a copy for Your records.

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1. **Definitions**
 - 1.1. **Camp** means the competitive sporting activity training camp and match to be held as part of the ProSport Reality Experience and includes, where relevant, the Preparation Program.
 - 1.2. **Camp Start Date** means the date that You are required to attend at the Camp Venue for the commencement of the training camp.
 - 1.3. **Camp Venue** means RACV Royal Pines Resort at Benowa, Gold Coast in the State of Queensland or such other venue as We may notify from time to time.
 - 1.4. **Charity Contribution** means the sum to be paid to Our charity partner/s as nominated by Us from time to time.
 - 1.5. **Code of Conduct** means
 - (a) those provisions of the Code of Conduct adopted by the Football Federation of Australia (“**FFA**”) from time to time (available at the FFA website www.footballaustralia.com.au) as nominated from time to time by Us — currently clauses 2.1, 2.2, 2.4, 4.1(b), 4.1(c), 5.1, 6.1 and 6.2 — and whose provisions shall apply to Players as members of the broader football community, with “professional players” meaning “Players” and “club” meaning “ProSport Reality Experience”, and
 - (b) the following provisions specific to the Camp, that Players must:-
 - (i) comply to the best of their ability with direction from the coaching and other personnel; and
 - (ii) act in a manner consistent with good sportsmanship, fair play and best effort.
 - 1.6. **Commitment Date** means that date which We nominate to You as the last date for cancellation of registration by You with no forfeiture of deposit.
 - 1.7. **Participation** means attending the Camp at the Camp Venue and includes all actions and activities relevant to and prior to attendance at the Camp, including any Preparation Program.
 - 1.8. **Personal Information** means all personal information (as defined in the *Privacy Act 1988 (Cth)*) relating to You including all personal information disclosed by You to Us as part of the registration process and whether before, during or after the Camp.
 - 1.9. **Player** means any individual who has registered and been accepted to Participate in the Camp PROVIDED THAT You will not be deemed to be accepted to Participate until We notify You that You have satisfied all of our conditions of Participation.
 - 1.10. **Preparation Program** means any physical exercise or other preparation that We ask You to undertake prior to the Camp Start Date.
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- 1.11. **Price** means the total of the amounts payable (in Australian dollars) by You to Us at the times specified in the event registration pages of our website, or by any notice in person or in writing to the address or email address provided as part of Your registration, plus the Charity Contribution.
- 1.12. **We and Us** means Hanson Business Concepts Pty Ltd ABN 19 605 455 427 in its capacity as the owner and operator of the business ProSport Reality Experience and where specified in this Agreement (as relevant) includes each of our directors, officers, employees, agents and contractors.
- 1.13. **You** means the Player (and as, the context requires, includes any person who has applied to be a Player whether or not they are accepted) who has entered into this Agreement by registering to Participate in the Camp.

2. **Participation**

- 2.1. Your registration to Participate and Your Participation is governed by the terms and conditions in this Agreement.
- 2.2. By registering to Participate in the Camp through Our website, You agree to comply with this Agreement and You warrant that you will be at least 30 years of age on or before the date which is seven (7) days before the Camp Start Date. If this is not true then You may not register to Participate in the Camp via our website or otherwise and any registration requests that do not comply with this warranty will be cancelled.
- 2.3. All applications to register to Participate are subject to acceptance by Us and We reserve the right in Our absolute discretion to:-
- (a) impose such conditions on registration, acceptance and Participation as we deem appropriate; and
 - (b) reject an application if We deem the applicant unsuitable for any reason, including, without limitation, as a result of Our assessment of their physical condition having regard to the strength, stamina or physique requirements of Participation, insufficient information in the applicant's medical clearance regarding their cardio-vascular health, an adverse disciplinary record for the applicant or for football technical issues such as the balance of positions and capabilities within squads.
- 2.4. All aspects of the Camp will be undertaken as a serious training camp for a competitive sporting activity with the objective of making You a better footballer and giving You the real experience of training and playing a competitive sporting activity in a top-level professional environment.
- 2.5. You agree to comply with:-
- (a) such relevant provisions of the Code of Conduct as nominated from time to time by Us;
 - (b) all of Our rules, policies and regulations in respect of the Camp; and
 - (c) any Preparation Program as advised by Us from time to time.
- 2.6. No members of Your family (including without limitation, spouse, partner or children) may stay with You at the Camp Venue during the Camp.
- 2.7. You acknowledge and agree that We may, in our absolute discretion, direct You to "sit out" or be otherwise excluded from any Camp sporting activities (including, but not limited to, the stadium match)

for such period as We nominate, if We determine that You are unable to apply Your best effort to that activity or if We determine that such action is in the best interests of the other Players and/or the conduct of the Camp.

- 2.8. You acknowledge and agree that We may de-register You as a Player at any time by notice in person or in writing to the address or email address provided as part of Your registration, including in the event that You breach these terms and conditions.

3. **Payments**

- 3.1. You must pay the Price as and when We direct.
- 3.2. Unless stated otherwise in this clause, the Deposit and any other moneys paid by You on account of the Price are non-refundable to You.
- 3.3. If You notify Us in writing prior to the Commitment Date that you want to cancel your registration to Participate any Deposit paid by You will be refunded in full.
- 3.4. Should We not proceed with the Camp all moneys paid by You will be refunded in full.
- 3.5. If You are unable to satisfy any of our conditions of Participation, We shall reject your application or de-register You as a Player and any Deposit paid by You will be refunded in full.
- 3.6. We reserve the right to alter the prices shown in Our brochures, in any advertising literature or on Our website. You will be advised of the Price before Your registration is confirmed.
- 3.7. The Price includes:-
- (a) the Charity Contribution;
 - (b) The services of elite level training camp professionals, including football coaching, doctor, physiotherapy, massage, technology/analysis and ancillary support services for the duration of Camp;
 - (c) Accommodation for the duration of the Camp;
 - (d) 3 meals per day including drinks (but excluding alcoholic beverages);
 - (e) Provision of a dedicated headquarters;
 - (f) Training fields or venues;
 - (g) Training or match equipment;
 - (h) Transfers to from training/match(es) as required;
 - (i) Apparel for training, match(es) and official events which may be kept by You;
 - (j) The Final match at Robina Stadium; and
 - (k) A final celebration dinner, including an alcohol package, scheduled after the stadium match.
- 3.8. The following are not included in the Price (unless otherwise specified in writing) and You should budget for these accordingly — transport to and from the Camp, travel insurance, visas and any other travel

documentation or permits necessary to attend the Camp, health, medical or other personal insurance, 'personal' football equipment such as boots, shinpads, goalkeeping gloves and compression garments, as well as items such as car parking, gratuities, internet access, late checkout, unreturned towels, mini-bar, room service, tennis and golf, non-specified cafe/bar/restaurant purchases, or anything else not included in clause 3.7.

- 3.9. The Price has been calculated on the basis of two people sharing a room at the Camp Venue. If no further twin shares are available, or if you specifically request a single room (subject to availability), You must pay a single room supplement, unless We agree otherwise in writing.

4. **Physical Condition**

- 4.1. You must advise your doctor fully of the nature of the Camp and, on Our request, provide Us with a medical clearance from your doctor to participate in the Camp (including any Preparation Program), which must include your doctor's assessment that You are able to participate from a perspective of cardio-vascular health (ECG and Echo Cardiogram recommended).
- 4.2. You warrant to Us that you do not have any physical, medical or other disability or condition which would prevent You from Participating or which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of your Participation.
- 4.3. If We have any concerns about your health or any medical concerns now or after You are accepted as a Player, We can ask you to undergo further medical investigation (at your expense) as a pre-condition of Your Participation, and reserve the right to deregister you as a Player should our concerns not be satisfactorily addressed.

5. **Risk**

- 5.1. You acknowledge and agree that there are significant and inherent risks associated with Participating in the Camp (including any Preparation Program) that may result in personal injury, illness or death (whether caused by the action, omission or negligence of You or another person) and You agree that You are Participating voluntarily at your own risk and responsibility, thereby exposing yourself to certain risks and You agree to fully bear those risks.
- 5.2. You must hold comprehensive private health insurance at all times while Participating (including undergoing any Preparation Program) and You must produce evidence of the insurance policy to Us upon request, including details of the applicable benefits (such as non-medicare medical expenses), exclusions, maximum benefits and deductibles.
- 5.3. We strongly recommend that you purchase travel insurance, including coverage for the possibility of You being unable to attend or participate in the Camp for medical or other reasons.

6. **Release and Indemnity**

- 6.1. We are entitled to ask You to agree to exclude, restrict or modify Our liability for any personal injury, illness or death suffered by You during Participation.
- 6.2. You agree to restrict Our liability if You are injured or killed, with the result that compensation may not be payable if You or a third party suffers personal injury or death.
- 6.3. We may refuse to permit You to Participate if You do not agree to exclude, restrict or modify Your rights by accepting this Agreement. Even if You accept this Agreement, You may still have further legal rights against Us.

- 6.4. This release does not apply if Your death or injury results from gross negligence on Our part (including Our directors, officers, employees, agents, contractors and assigns).
- 6.5. You agree that We will not be liable for any loss, injury, damage (either caused by You or to You) or theft of property, belonging to or brought to the Camp by You, or for any death, personal injury or illness during Participation. You agree not to bring any claim or proceeding against Us (including each of our directors, officers, employees, agents, contractors and assigns) at any time for any loss, injury, damage, or other liability that You may suffer or incur in connection with or arising out of your Participation except for liability that by law cannot be excluded. We exclude all liability to You in tort (including negligence), contract or otherwise for Our acts or omissions (including each of Our directors, officers, employees, agents, contractors and assigns).
- 6.6. You agree that if You suffer any physical harm or personal injury (including death) while Participating and a cause of injury was the negligence, assault or breach of other obligations imposed by laws by Us, then Our liability (including each of our directors, officers, employees, agents, contractors and assigns) is limited to the extent of any applicable insurance policy held by Us and the amount which such insurer pays under the policy.
- 6.7. You agree to indemnify Us (including each of our directors, officers, employees, agents, contractors and assigns) from and against all actions, proceedings, suits, claims, liabilities, damage, costs and expenses that may be incurred or sustained by each of Us arising out of any person commencing any proceedings against You for any loss, injury, damage, assault, negligence and/or breach of this Agreement.
- 6.8. You agree that We will not be liable to provide You with any financial compensation if:-
- (a) there are any changes to Camp Venue (including, without limitation, the accommodation and other space arrangements for the Camp) PROVIDED THAT We will use Our best endeavours to secure the best possible alternative arrangements; and/or
 - (b) the listed coaches/ex-Socceroos and/or support persons become unable to attend the Camp and undertake their role PROVIDED THAT We will use Our best endeavours to secure the best possible replacements for those individuals who have had to withdraw.
- 6.9. You accept the risk that adverse weather could cancel on pitch training or the match, but if this occurs We will use our best endeavours to compensate for the loss of training or match with indoor sessions, gym, pool work or something similar.

7. Images and Video

- 7.1. You grant to Us a non-exclusive, royalty free, world-wide, irrevocable license to use Your name and/or image (still or video), Your playing statistics and any other collateral in any form or media format for the purpose of marketing and promotional activities at Our absolute discretion.
- 7.2. You may take personal photographs and video during Participation but those personal images and media cannot be used for commercial purposes without Our prior written consent.

8. Intellectual Property

- 8.1. You acknowledge and agree that all intellectual property in ProSport Reality Experience is owned by Us and nothing in this Agreement shall be construed as permission for You to infringe those intellectual property rights by use of the name ProSport Reality Experience or its associated logo without Our prior written consent.

9. **Privacy**

9.1. You consent to Us (including each of our directors, officers, employees, agents, contractors and assigns):-

- (a) collecting Personal Information;
- (b) using and disclosing Personal Information for the purposes of:-
 - (i) processing Your registration;
 - (ii) the organisation, conduct and promotion of the Camp;
 - (iii) the provision of football-related information;
 - (iv) Enabling Us to comply with Our obligations and exercise our rights under this Agreement;
 - (v) compiling and maintaining records (including a marketing database) of Players who have Participated in Camps; and
 - (vi) marketing Our future activities;
- (c) the disclosure to and use by Our related entities of Personal Information for any purpose in clause 9.1(b); and
- (d) the disclosure of Personal Information to:-
 - (i) professional advisers;
 - (ii) operators of the Camp Venue;
 - (iii) insurers;
 - (iv) consultants including IT providers; and
 - (v) any government body.

9.2. You acknowledge that the Personal Information is held by Us subject to the requirements of the *Privacy Act 1988 (C'th)*.

10. **Governing Law**

10.1. The law of Queensland governs this Agreement.