

AUSTRALIAN FOOTBALL LEAGUE FOOTY RUSH

- TERMS AND CONDITIONS OF PARTICIPATION

I, the Participant, declare that I have read and understood, and agree to be bound by, these Terms and Conditions and the associated Code of Behaviour set out below and that the statements made, and details provided, in the registration form (**Form**) are true and correct.

I acknowledge that completing and submitting an application for a team (as the Team Captain) or individual player registration (**Application**) does not infer that registration will be granted to the Participant, or Team and the AFL and affiliated State Football Body (**State Football Body**) reserve the right to refuse an application for up registration without explanation.

These terms along with a completed Form make up the terms on which you agree to participate in the AFL Footy Rush competition of the AFL or State Football Body as described at play.afl/footyrush Unless otherwise stated, capitalised terms in this document have the meaning given to them in the AFL National Community Football Policy Handbook, available here: <https://play.afl/clubhelp/resources/national-community-football-policy-handbook#article-0>

1. Rules, Regulations and Policies

By agreeing to these Terms and Conditions, the Participant:

- (a) agrees to be bound by the rules, regulations and policies of, or approved or adopted by the AFL or State Football Body, including the AFL Footy Rush Rules and Regulations, National Community Football Policy Handbook (**Handbook**), to the extent they are applicable to their AFL Footy Rush Competition (**Competition**);
- (b) agree to be bound by the AFL Footy Rush Code of Behaviour set out at item 13 of these Terms And Conditions and associated Disciplinary Policy available at (found at play.afl/footyrush);
- (c) acknowledges that a failure to adhere to such rules, regulations and policies may result in the Participant being de-registered or suspended.

2. Safeguarding Children and Young People

The AFL is committed to promoting and protecting the safety and wellbeing of children and young people in the AFL's care who are involved in the Program. The AFL has published its Safeguarding Children and Young People Policy, Code of Conduct and Reporting Procedure (<https://www.afl.com.au/policies>).

The AFL requires that all parents, guardians and other spectators associated with the AFL and related State Football Bodies:

- understand and comply with the Code of Behaviour as set out at item 13 of these Terms and Conditions;
- when necessary, politely and respectfully remind others of their obligations under the Code of Behaviour; and
- in the event of serious or ongoing breaches of the Code of Behaviour by another person, to report the matter to a ground or club official so that appropriate action can be taken.

If parents, guardians or other spectators witness or have a concern regarding child abuse, they must report this on the AFL's safeguarding children and young people reporting platform (<https://eafl.austfoot.com.au/afl-makeareport/#/landing>) or to an appropriate person involved in the Competition.

3. Application to Participate

(a) Subject to any additional policies implemented by the AFL or a State Football Body with respect to eligibility (which will be found at play.afl/footyrush in order for an Application to be accepted, the Participant must:

i. satisfy the following age requirements:

A. in respect of an AFL Footy Rush youth competition, be at least 12 and no older than 18 years of age as at 31 December in year of participation, and be in secondary school;

B. in respect of an AFL Footy Rush adult competition, be 17 years of age or older as at 31 December in the year of participation;

C. where a Participant does not meet the age requirements set out (B) above but wishes to play in an adult competition, the Participant must obtain the approval required via contacting the AFL Customer Service Team at clubhelp@afl.com.au;

ii. agree to these Terms and Conditions;

iii. pay the Competition fee to the AFL via the online registration process on PlayHQ;

iv. agree that you, or your child, understands the Code of Behaviour (as set out at item 13 of these Terms and Conditions); and

v. agree to the AFL Footy Rush Forfeit Policy (found at play.afl/footyrush)

(b) You warrant that you, or each child that you submit an Application for, does not have a known pre-existing medical or other condition which makes it unsafe for the individual to participate in the Competition and agree that you will, if requested by the AFL or State Football Body, provide a certificate from a duly qualified medical practitioner certifying that the individual is fit to participate in the Competition.

(c) The AFL or State Football Body will not:

- i. process any Application that is incomplete, incorrect, unclear or damaged;
- ii. process any Application whereby the name of the AFL Footy Rush team being registered is deemed by the AFL as offensive, slanderous, malicious or defamatory; or
- iii. accept any changes to the Application unless agreed by all parties, except for a change of contact details.

4. Team Captain responsibilities

The Participant who registers the AFL Footy Rush Team via PlayHQ automatically assumes the role and responsibilities of Team Captain.

- a. In order to participate in the Competition, the Team Captain must:
 - i. ensure all Players participating within their team complete registration prior to playing any matches, and keep a record of all unregistered players until all have completed their Application to play;
 - ii. ensure Players participating within their team are eligible to participate and have no AFL Footy Rush disciplinary actions taken against them that may affect their participation;
 - iii. act as the main point of contact for all competition matters, including communication with the match officiator;
 - iv. complete Team check in upon arrival to venue (competition dependent);
 - v. provide any forfeit information to the Competition Coordinator at least 24hours prior to schedule matches;
 - vi. monitor player behaviour pre, during and post-match of own team and ensure all Players are following the Code of Behaviour

5. Participant benefits and number of rounds

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(Number of Rounds)

Each Competition will consist of the number of rounds as determined by the applicable Controlling Body, which may be increased or decreased at the applicable Controlling Body's discretion.

(Bye rounds).

(a) An uneven number of registered teams may result in some teams having a bye round.

6. **Registration Fees**

(a) The AFL and State Football Body accepts registration fees on behalf of teams and/or individuals for participation in Competitions.

(b) The registration fees cover individual participation. Participants must register their details to be covered under the AFL Insurance Scheme.

7. **Cancellation, Refunds, Forfeits and Termination**

(Cancellation of Application).

(a) if you wish to cancel your Application, you must notify the AFL or State Football Body (whichever body is managing the Competition) in writing.

(Refunds)

(b) Once you have registered and paid for the Competition, unless required by law, a refund will only be provided in the following circumstances:

- i. the Participant has a medical condition which prevents him or her from any further activity (a doctor's certificate will be required); or
- ii. the AFL or State Football Body, in their sole and absolute discretion, determines that AFL Footy Rush has not been delivered to the reasonable expected standard and, for the avoidance of doubt, a reduction in the number of rounds of a Competition will not automatically reach this threshold.

(c) Where a Competition has commenced, a refund under clause (b) may be offered as a pro-rata amount based on the number of rounds of the Competition completed by the Participant/Team.

(d) The AFL and State Football Body are not liable to you for any loss or damage you suffer as a result of the Competition being cancelled, postponed or changed.

(e) Any approved refunds will be subject to processing fees and/or administration fees associated with the registration process.

(Forfeits).

- (f) The Competition relies on team commitment to ensure a fair and enjoyable experience for all participants.
- (g) The AFL Footy Rush Forfeit Policy provides guidance for the Controlling Body and Competition coordinators in the event a team within a competition forfeits. The Policy applies to any team that forfeits a scheduled match in the Competition.
- (h) The AFL Footy Rush Forfeit Policy, including penalties for teams, can be found at play.afl/footyrush

(Termination).

- (i) The AFL or State Football Body may terminate your involvement in AFL Footy Rush on reasonable grounds at any time, including if there is a Code of Behaviour breach, or your behaviour interferes with other safety or enjoyment of other participants in the Competition.
Questions regarding a refund, or forfeits should be directed to AFL Customer Service team via email (clubhelp@afl.com.au)

8. Privacy

- (a) The personal information that the AFL collects during the registration Application is used for the purpose of processing your request for participation in the Program. The AFL or State Football Body may also use this information to send you AFL and AFL Footy Rush related information or offers.
- (b) The AFL or State Football Body may also use your information or disclose it to AFL Clubs and third parties for the purposes of research, development and marketing in accordance with the AFL's Privacy Policy available at: <https://www.afl.com.au/clubhelp/policies/member-protection-and-integrity/australian-football-bodies-privacy-policy>.

9. Photographs

- (a) You consent to the AFL and State Football Body using your/your child's name or image or footage, film, video or audio which may feature you in any form or medium for general marketing and promotional purposes.
- (b) If you do not consent to such use, you acknowledge that you must contact the applicable Controlling Body.

10. Assumption of Risk

By agreeing to the conditions set out in these Terms and Conditions, the Participant acknowledges and agrees that:

- (a) AFL Footy Rush is a physical sport in which physical injury may occur from time to time and, based on this understanding, they are nonetheless desirous of playing, coaching and/or administering AFL Footy Rush; and
- (b) the Participant takes upon themselves the risk (both physical and legal) of injury arising in the course of training for and/or participating in the Competition.

11. Limitation of Liability and Release

The Participant acknowledges and agrees that:

- (a) by accepting to bear the inherent risks of participating in the Competition, the Participant will not bring any claim or proceeding against the AFL or State Football Body for any damage, loss or injury whatsoever that they may suffer from participation in Competition; and
- (b) to the extent permitted by law, the AFL's or State Football Body's liability to the Participant is limited to the AFL or State Football body supplying any services to which the Participant is entitled in accordance with these Terms and Conditions; and
- (c) the Participant understands that as a registered person participating in a Competition they may be entitled to certain sports injury insurance benefits subject to the terms of insurance applicable to the relevant Competition.

12. General

- (a) The AFL or State Football Body may reject or choose not to accept a registration in its absolute discretion, including if there are insufficient numbers to stage the Competition or there are too many teams in the Competition.
- (b) The AFL or State Football Body may change any dates, session times, durations and locations of the Competition at any time and without notice.

13. Code of Behaviour

- (a) By registering in the Competition, you agree to adhere to the Code of Behaviour as set out in the table below, and the AFL Footy Rush Disciplinary Policy found at play.afl/footyrush

(b) The requirements of the Code of Behaviour shall apply at all times during, or in relation to, the Program.

Applies to	Code of Behaviour Requirement
All Persons (including Participants, Parents / Guardians, Spectators, Officials, Coaches, Volunteers)	<p>ALWAYS</p> <ul style="list-style-type: none"> ✓ Show respect to all participants in the Competition regardless of their race, gender, ability, cultural background, appearance or religion. ✓ Show respect to the Competition staff, officials, umpires, coaches and volunteers. ✓ Control your temper. ✓ Be responsible for your actions. ✓ Comply with any direction given by Competition staff or AFL employee in accordance with these Terms and Conditions, including any request to modify your behaviour, or to leave the venue, following a breach of this Code of Behaviour. <p>NEVER</p> <ul style="list-style-type: none"> ✗ Engage in behaviour that is not in the spirit of Australian Football. ✗ Act in a manner or make a comment (including via Social Media) that vilifies or discriminates against any other person on the basis of race, gender, ability, cultural background, appearance or religion. ✗ Physically abuse, assault or intimidate another person, including Umpires. ✗ Act in a manner or make a comment (verbal or written) that encourages or incites violence or that may create a hostile environment. ✗ Make any comment (verbal or written, including via Social Media) that is abusive, insulting, demeaning, offensive, or threatening toward another person. ✗ Bully or harass (including via Social Media) another person. ✗ Act or speak in a manner that mocks or insults a Participant if they make a mistake or do not play well. ✗ Argue with an official, umpire or Competition staff. ✗ Smoke, vape or consume alcohol or drugs whilst in attendance at an AFL Footy Rush session or event.
Participant (in addition to the requirements for All Persons)	<p>ALWAYS</p> <ul style="list-style-type: none"> ✓ Play within the spirit of Australian Football and by the rules of the Competition. ✓ Be a good sport and set a good example for everyone. ✓ Demonstrate good sportsmanship by respecting and acknowledging good play by all participants. ✓ Co-operate with your coaches, team-mates, officials and opponents (without them there would be no competition). ✓ Respect and accept the decisions of umpires, officials and Competition staff.

	<ul style="list-style-type: none"> ✓ Participate for your own enjoyment and benefit and for the enjoyment and benefit of your teammates; not to please anyone else. <p>NEVER</p> <ul style="list-style-type: none"> ✗ Commit an act that may constitute a reportable offence under the Laws of Australian Football ✗ Argue with umpire, official or Competition staff member ✗ Sledge or deliberately distract or provoke an opponent.
<p>Parent / Guardian of a Participant (in addition to the requirements for All Persons)</p>	<p>ALWAYS</p> <ul style="list-style-type: none"> ✓ Be present for the duration of any session or event that child attends at a session. If you are unable to be present then you must ensure that there is another trusted adult (other than Competition Staff) that will oversee the child during the duration of the session. ✓ Help your child understand and comply with the Competition Rules and this Code of Behaviour ✓ Encourage your child's participation in a positive manner.

14. Under 18s

Where the Participant is under 18 years of age, by completing an Application, the parent or guardian of the Participant:

- (a) acknowledges that they have read and explained the contents of these Terms and Conditions to the Participant;
- (b) consents to the Participant participating in the Competition, subject to these Terms and Conditions;
- (c) declares that the statements made, and information provided, in the registration Application are true and correct.