

## Melbourne United Basketball Academy Camps – Terms & Conditions

By completing the enrolment of the participant into the Melbourne United Basketball (**Club**) Melbourne United Basketball Academy Camp or Training Program (MUBA), You, as the parent or guardian and the participant agree to the terms and conditions outlined in this document. 'You' and 'I' refer to the participant in the MUBA and or the parent or guardian of the participant if the participant is under the age of 18 years old.

### Privacy

By registering for a MUBA, You agree to be added to the Club electronic database and receive information relating to the Club and basketball related information including products, services and future activities or events and the Club may also share or disclose your personal information to third parties for these purposes and for any other reasonably expected purpose relating to the operation of the MUBA or otherwise required by law.

If You do not wish to receive any such notifications you must notify us in writing via email at: [community@melbourneutd.com.au](mailto:community@melbourneutd.com.au) or via post at: PO Box 3, MSAC, 30 Aughtie Drive, Albert Park 3206.

The Club further collects your personal information (including any relevant health information You provide when You register or that we may collect during the event) to:

- process your registration;
- organise, promote, operate and facilitate your safe participation;
- compile and maintain records and a database of participants; and
- comply with the Club's legal obligations and exercise its rights in running the MUBA.

The personal information the Club collects will be handled in accordance with its Privacy Policy which may be viewed at:

<https://nbl-com-au.s3.amazonaws.com/uploads/sites/6/2017/01/Privacy-Collection-Statement-Melbourne-United.pdf>.

The Privacy Policy also explains how to contact us, how to request access to and correct the personal information we hold, how to make a privacy complaint, how we deal with such complaints and how to opt out of receiving emails from the Club and in accordance with the *Privacy Act 1988* (Cth).

### Young participants

If You are under the age of 18, the Club will not without the consent of Your parent or legal guardian, accept your registration and participation in the MUBA or knowingly collect Your personal information. When Your personal information is collected, your parent or legal guardian must:

- be authorised to provide Your personal information including required health information;
- inform the participant of this Privacy Notice and our Privacy Policy; and
- make the participant aware that they may contact the Club if they do not wish to share their personal information with the Club.

If You do not provide all the personal information we request or You do not consent to the Club collecting or using the information as described above, the Club may at its sole discretion refuse Your participation in the MUBA.

I confirm that:

- I am sufficiently fit for and am not suffering from any health problems or injuries which will be exacerbated by such activity;
- I recognise that basketball can be an activity with a risk of personal injury and I am aware of and accept such risk and will be responsible for my own actions and involvement in this activity; and
- I unconditionally acknowledge that I am participating in the MUBA at my own will and choice and accept all risks associated with participating;

I agree to indemnify and release to extent permitted by law, the Club (its directors, agents, officers, related parties, employees, contractors and assigns) and/or any medical staff provided by the Club from any and all loss, injury, damage or theft of property, suffered as a result of my participation at the MUBA.

### **Participation**

To register for the MUBA you must register online at the Club website. The number of participants at each MUBA is restricted based on the number of courts available at each stadium. The first enrolments received will be given priority enrolment for their preferred MUBA.

### **Payments**

Payment must be made by credit card prior to the first day of MUBA. Any other form of payment will not be accepted.

The cost for each child to participate in a MUBA is a set prescribed fee as provided upon booking. If the child fails to participate in whole or part in the MUBA there will be no refunds issued whatsoever either in part or full. Once the booking has been made payment is non-refundable.

### **Medical Attention**

You consent for the person in charge at the MUBA to seek any medical attention for You if required. If an ambulance is required to be called for You by the Club, the cost of the ambulance and any resulting medical treatment will be at Your expense.

### **Child Safety Policy**

The Club is committed to the safety of all children participating in the MUBA. To view the Club's Child Safety Policy, please visit: <https://nblcdn.com.au/s/mu-child-safety-policy-final-2020.pdf>.

### **Behaviour Policy**

You agree to the Club Behaviour Policy.

The Club aims to provide a welcoming and safe environment and foster a positive and supportive learning environment. The Club is committed to the safety and wellbeing of all. To ensure a safe and supportive environment is provided the following behaviour is expected from all participants:

- Be respectful to fellow participants and treat them as they would like to be treated;
- Be respectful towards staff and coaches by following and listening to instructions and playing by the rules;
- Be a good sport and applaud good displays by fellow participants or say, “well done”;
- Refrain from swearing, hurtful language and aggressive or bullying behaviour as this will not be tolerated;
- Be respectful towards fellow participants personal property, MUBA equipment and venue facilities; and
- Be your best and have fun.

If a participant does not adhere to this behaviour policy or otherwise demonstrates inappropriate behaviour, the Club staff/coach will notify parents accordingly and where appropriate provide a suitable warning.

To ensure the safety and wellbeing of all participants, the Club maintains the right to instigate disciplinary action. This will depend on the severity of the case and may involve anything from sitting some time on the sideline to an apology to being removed from the MUBA.

### **Images, Video and Sound**

You agree to allow the Club to use of any of Your images or likeness, taken during the MUBA to be used in future marketing or promotions for the Club.

Should You not wish any of Your images or likeness to be used, please notify the Club in writing via email at: [community@melbourneutd.com.au](mailto:community@melbourneutd.com.au) or via post at: PO Box 3, MSAC, 30 Aughtie Drive, Albert Park 3206.

### **Variation and Assignment**

You agree that these terms and conditions can only be varied by the Club.

### **Governing Law**

These terms and conditions will be governed by the laws of the State of Victoria.