

MiniRoos Kick-Off Program
Terms and Conditions for Providers

By applying to Football Australia to become a provider of the MiniRoos Kick-Off Program (**MKO Program**) and user of the MKO Program Management System (**MKO PMS**) you:

1. warrant that the information provided in the application form is current and correct;
2. acknowledge that in these terms and conditions, a reference to “your Organisation” means:
 - (a) you personally, where you are a sole trader; or
 - (b) the organisation, on whose behalf you are duly authorised to apply to be a provider of the MKO Program;
3. represent and warrant on a continuing basis that if you are applying on behalf of an organisation (not an individual), you are duly authorized to apply on behalf of the Organisation;
4. acknowledge and agree that Football Australia may accept or reject this application in its sole and absolute discretion;
5. acknowledge and agree that if Football Australia accepts this application to deliver the MKO Program and to operate the MKO PMS, such acceptance shall result in you and your Organisation being deemed to have accepted these terms and conditions;
6. acknowledge and agree (and you shall procure that your Organisation agrees) to comply with Football Australia Statutes, including, without limitation, the National Code of Conduct, the Safeguarding Policy and the Grievance Procedure, copies of which are available on www.footballaustralia.com.au;
7. acknowledge and agree that use of the MKO PMS is subject to third party terms and conditions and that use of the MKO PMS shall result in you and your Organisation being deemed to have accepted those terms and conditions;
8. acknowledge and agree (and you shall procure that your Organisation agrees) that Football Australia (in its sole and absolute discretion) may immediately terminate, suspend or restrict access by you or your Organisation to the MKO Program and the MKO PMS:
 - (a) the event you or your Organisation are deemed by Football Australia to be in breach of these terms & conditions; or
 - (b) if Football Australia elects to cease the MKO Program or MKO PMS for any reason whatsoever in Football Australia’s sole and absolute discretion.

Football Australia will give notice of any termination of suspension of or restricted access to the MKO Program or the MKO PMS at any time in person or in writing to the address or email address provided by you or your Organisation as part of your registration application;

9. acknowledge and agree (and you shall procure that your Organisation agrees) that you and your Organisation must not:
 - (a) act, or encourage, direct or authorize any other person or organisation to act; or

- (b) use, attempt to use or authorize any other person or organisation to use, the MKO Program or the MKO PMS,

in any way:

- (c) which results in a breach of the Football Australia Statutes;
 - (d) which is considered by Football Australia to be offensive or abusive;
 - (e) which results, or could result in, damage to property or injury to any person;
 - (f) to enable a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you or your Organisation;
 - (g) to impersonate any person or entity;
 - (h) to engage in any misleading or deceptive business or marketing practice; or
 - (i) which infringes on Football Australia's, any other person's or organisation's rights (including, without limitation, privacy rights, intellectual property rights and moral rights);
10. warrant that your Organisation shall only engage Football Australia accredited coaches to deliver the MKO Program;
11. warrant that your Organisation shall operate its MKO Program in accordance with any guidelines, instructions, directions and terms and conditions issued by Football Australia to you or your Organisation from time to time;
12. acknowledge and agree that there are inherent risks associated with conducting the MKO Program and operating the MKO PMS and you and your Organisation accept and agree to fully bear those risks;
13. acknowledge that Football Australia has arranged a centralised insurance policy for the MKO Program and its approved providers and agree that the policy is subject to its terms and that you and your Organisation are responsible for obtaining and maintaining any additional insurance required to deliver the MKO Program. A 'quick guide' of the MKO Program insurance policy is available at [here](#). You may also request a copy of the relevant policy by sending an email to legal@footballaustralia.com.au;
14. acknowledge and agree that:
- (a) if your Organisation is making its first application to deliver the MKO Program, and your Organisation's application is approved by Football Australia, then your Organisation will be issued a 12 month Football Australia endorsement to deliver the MKO Program and to operate the MKO PMS (**Initial Approval Period**); and
 - (b) if your Organisation wishes to continue to deliver the MKO Program after the expiry of the Initial Approval Period, then your Organisation must re-apply for its Football Australia endorsement at the expiry of the Initial Approval Period. In the event that Football Australia grants a further endorsement after the Initial Approval Period, then such further endorsement will:
 - (i) be subject to such terms and conditions as Football Australia notifies to your Organisation from time to time; and

(ii) continue to apply until Football Australia advises your Organisation that such endorsement has been withdrawn,

provided always that nothing in this clause 14 limits or restricts the application of any other clause of these terms and conditions;

15. acknowledge and agree that if your Organisation is not a football club with a current affiliation with a District Association or a Member Federation, then your Organisation must be able to demonstrate it has an existing and mutually beneficial relationship with a local football club and must promote that club through its MKO programs;
16. acknowledge and agree that Football Australia shall conduct an ongoing assessment of your Organisation's delivery and program management to ensure quality is maintained. Your Organisation shall be required to comply with minimum standards (as pre-communicated by Football Australia) at the completion of each assessment to maintain its registration status;
17. acknowledge and agree that at all times that your Organisation are endorsed to deliver the MKO Program and to operate the MKO PMS, your Organisation must ensure that:
 - (a) all nominated coaches, volunteers and employees have valid and current Working with Children clearance as required by the applicable state-based legislation;
 - (b) all nominated coaches have valid and current industry qualifications, training and expertise; and
 - (c) each nominated coach is required to abide by Football Australia's Coaches Code of Ethics. Football Australia's Coaches Code of Ethics is available on the Football Australia website.

For the purposes of these terms and conditions 'nominated coaches' means those individuals (whether or not employees, members or contractors of your Organisation) nominated by your Organisation for registration as MKO Program coaches whether named in an attachment to this application or subsequently nominated by your Organisation;

18. acknowledge and agree that you shall not (and you shall procure that your Organisation does not) use, distribute, publish or communicate any intellectual property of Football Australia (including, without limitation, the MKO Program logo) in any manner whatsoever, without the prior written approval of Football Australia (such approval to be granted or withheld in Football Australia's sole and absolute discretion);
19. acknowledge and agree (and you shall procure that your Organisation agrees) not to bring any claim or proceeding against Football Australia (including, without limitation, its directors, officers, employees, agents, contractors and assigns) at any time for any damage, loss, injury or liability that you or your Organisation may suffer or incur in connection with or arising out of the MKO Program or the MKO PMS. Except for liability that cannot be excluded by law, Football Australia excludes all liability to you in tort (including, without limitation, negligence), contract or otherwise for acts or omissions of Football Australia (including, without limitation, each of its directors, officers, employees, agents, contractors and assigns);
20. acknowledge and agree (and you shall procure that your Organisation agrees) to indemnify Football Australia (including, without limitation, each of its directors, officers, employees, agents, contractors and

assigns) from and against all actions, proceedings, suits, claims, liabilities, damages, costs and expenses that may be incurred or sustained by each of them arising out of any person commencing any proceedings against you or your Organisation for any assault, negligence and/or breach of the Football Australia Statutes;

21. acknowledge and agree (and you shall procure that your Organisation agrees) that the obligations to indemnify and release set out in clauses 19 and 20 above survive the expiry or termination of your Organisation's delivery of the MKO Program and MKO PMS;
22. acknowledge that the personal information that Football Australia collects from you in the course of administering the MKO Program and this application process is used and disclosed for the purpose of administering the MKO program and for the purposes set out in our Privacy Policy, including the provision of football-related information and offers from Football Administrators, and information about our commercial partners, tickets and events as part of the Football Australia Football Family. You further acknowledge that Football Australia may use third parties to collect your personal information or give them your information to help us run football or as required by law (such as IT providers, venue operators or ticketing operators). A copy of the Privacy Policy is available on www.footballaustralia.com.au. You may request access to your personal information that Football Australia holds by sending an email to privacy@footballaustralia.com.au;
23. you consent to the collection, use and disclosure of your personal information as described in clause 22. If you do not want to receive certain information from Football Administrators and their commercial partners, you will be given an opportunity to opt out of such communications;
24. acknowledge and agree that you and your Organisation shall participate in any MKO Program and MKO PMS research and evaluation programs, if requested to do so by Football Australia. This may include Football Australia disclosing the information you provide to Football Australia for such purposes to independent researchers. These independent researchers may contact you or your Organisation in the future to invite a representative of your Organisation to participate in the research. Participants will generally be selected at random to participate in this evaluation; and
25. acknowledge and agree that Football Australia may vary these terms and conditions at any time. Football Australia will give notice of any variation to these terms and conditions by:
 - (a) posting the revised terms and conditions on a webpage within the administration area of the official MKO Program website; and
 - (b) notifying your or your Organisation or in person or by writing to the address or email address provided as part of your registration application.

By continuing to provide the MKO Program and access the MKO PMS after such notice you and your Organisation are deemed to have accepted the variation.