

MiniRoos Participant Terms & Conditions

By registering your child (the *Player*) with Football Australia Limited (ACN 106 478 068) (using the MiniRoos Registration System (*Registration System*)) you, the Player's parent, or legal guardian, agree that the following terms apply to you and the Player while participating in the MiniRoos Program (the *Program*).

1. You warrant that the information that you have provided in order to register the Player is current and correct.
2. You acknowledge and agree that you must pay the Program registration package fees via the Registration System.
3. You warrant that the Player is between the age of 4 and 11 (inclusive) at the time of his or her participation in the Program and agree that you must, if requested by Football Australia, provide evidence of the Player's age.
4. You agree that the Player understands the MiniRoos Code of Behaviour for Players and that you understand and will comply with the Parent Information Pack, a copy of which is available at (<https://www.playfootball.com.au/miniroos/about-kickoff>).
5. You agree to comply with the [Football Australia Statutes](#), including the National Code of Conduct, National Disciplinary Regulations and Grievance Procedure, copies of which are available at <https://www.footballaustralia.com.au/governance/statutes-and-regulations>
6. Football Australia acknowledges and respects the sensitive nature of the Player's name, likeness, voice, quotes, comments, biographical information and/or audio-visual images (*Player's Image*). From time to time during the Program, the authorised administrator of the Program (the *Program Administrator*), Football Australia or their partners, representatives, agents and assigns may use the Player's Image for educational or game development purposes, or in order to promote and market the Program and the game of football. Football Australia will only record, and subsequently use, reproduce, publish or broadcast, the Player's Image in accordance with its [Safeguarding Policy](#), in particular, sections 5.4 (Taking Images and Videos of a Child) and 5.5 (Use and Storage of Images and Videos of Children). A copy of the Safeguarding Policy is available at <https://www.footballaustralia.com.au/governance/member-protection-framework>
7. You consent to the Program Administrator, Football Australia and their partners, representatives, agents and assigns using, recording, reproducing, publishing and broadcasting the Player's Image obtained during the Program for the reasons described in clause 6, subject to the Safeguarding Policy and local laws. Further, you forever discharge and release Football Australia from all liability related to the use of the use of the Player's Image in accordance with these Terms.
8. You acknowledge that copyright and all associated rights in any recording, reproduction, publication or broadcast contemplated by clauses 6 and 7 (*Recording*) is owned by Football Australia, consent to Football Australia editing, producing, amending and adapting such Recording, and agree that you and the Player will not enforce any moral rights that you may have in such Recording.
9. You acknowledge and agree that there are inherent risks associated with participating in football and the Program that may result in personal injury and you accept and agree to fully bear those risks.

10. You grant the Program Administrator and its staff and volunteers permission to administer first aid to, and (if reasonably required) call an ambulance for, the Player in the event of any personal injury during the Player's participation in the Program.
11. You acknowledge that Football Australia will provide, subject to the level of cover as prescribed by the policy, insurance to cover injuries sustained by registered Player's while participating in the Program. For the avoidance of doubt, the insurance cover does not include the Medicare "Gap" which cannot be insured. A 'quick guide' of the MKO Program insurance policy is available [here](#). You may also request a copy of the relevant policy by sending an email to legal@footballaustralia.com.au
12. You acknowledge that if you or the Player suffer any injury (including death) whilst participating in the Program and a cause of injury was negligence, assault or breach of other obligations imposed by laws, then the liability of Football Australia and the Program Administrator (including each of their directors, officers, employees, agents, contractors and assigns) is limited to the extent of any applicable insurance policy held by Football Australia and the Program Administrator and the amount which such insurer pays under the policy or applicable statutory insurance scheme.
13. You agree not to bring any claim or proceeding against the Program Administrator, Football Australia, and its partner (including each of their directors, officers, employees, agents, contractors and assigns) at any time for any damage, loss, injury or liability that you or the Player may suffer or incur in connection with or arising directly or indirectly out of your participation in the Program.
14. You acknowledge that, except for liability that by law cannot be excluded, the Program Administrator, Football Australia and its partners (including each of their directors, officers, employees, agents, contractors and assigns) exclude all liability to you in tort (including negligence), contract or otherwise for acts or omissions of the Program Administrator, Football Australia and its partners (including each of their directors, officers, employees, agents, contractors and assigns).
15. You agree to indemnify Football Australia and the Program Administrator (including each of their 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 them arising out of the Player's participation in the Program.
16. You acknowledge that Football Australia and the Program Administrator are not liable to you for any loss or damage you suffer as a result of the Program being cancelled, postponed or changed.
17. Football Australia recognises that there may be circumstances where you wish to cancel the Player's registration and participation in the Program and seek a refund of the registration fees (or a part of them). The registration fee includes fees, levies and charges imposed by Football Australia and its Member Associations (**Governing Body Fee**), and the Program Administrator (**Program Fee**). The following applies to any request to cancel a Player's registration and the consideration of any refund:
 - a. To be eligible for a refund of all or part of the Governing Body Fee, you must complete the [Refund Form](#) no later than seven (7) days after the payment of the registration. Football Australia may withhold from any refund of the Governing Body Fee, any portion of the Governing Body Fee that relates to a participant pack already distributed to you (if applicable).
 - b. To be eligible for a refund of all or part of the Program Fee, you must notify the Program Administrator in writing that you wish to cancel the Player's registration in the Program no later than

10 days after the start of the Program (subject to Program duration). The amount of the Program Fee refund given will be determined in accordance with the Program Administrator's refund policy, taking into consideration program expenses and administration fees. Football Australia is not responsible for determining a refund of the Program Fee.

Nothing in this clause is intended to exclude any of your statutory rights as a consumer under the Australian Consumer Law.

18. You acknowledge and agree that the participant shirt size indicated in the registration is final. No exchanges of sizes will be accepted except as required by Australian Consumer Law.
19. You acknowledge and agree that Football Australia and the Program Administrator will not replace your participant pack if, following delivery to you, it is lost, stolen or damaged.
20. You acknowledge that the personal information that Football Australia collects from you is used and disclosed for the purposes set out in our Privacy Policy, including processing your registration, the organisation, conduct and promotion of the Program, the provision of football-related information and offers from Football Australia and the Program Administrator, 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
21. You consent to the collection, use and disclosure of your and the Player's personal information as described in clause 19. If you do not want to receive certain information from Football Australia, the Program Administrator and their commercial partners, you will be given an opportunity to opt out of such communications.
22. You acknowledge that in addition to clause 19, Football Australia may also seek to gather more detailed information about Players in order to adopt a more needs-based approach to the development of the Program and the game of football, including to ensure that football is a more inclusive sport, to expand the scope and effectiveness of our indigenous programs and to formulate a comprehensive youth and schools strategy.
23. You agree to submit exclusively to the jurisdiction of the Grievance Procedure and to not attempt to resolve any dispute or grievance the subject matter of the Football Australia Statutes in a court of law or by any other method.
24. You acknowledge and agree that registration is until the end of the Program provided however that Football Australia may de-register you 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 or do not comply with its incorporated documents, such as the Football Australia Statutes.