social 7s COMPETITION - sanctioning TERMS AND CONDITIONS

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS. UPON AGREEING TO THE TERMS AND CONDITIONS CONTAINED IN THIS SOCIAL 7s SANCTIONING APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS

You apply on behalf of the Organisation as its authorised representative, to conduct a Social 7s Competition sanctioned by SA. In consideration of this application being accepted, you acknowledge and agree on behalf of the Organisation to the terms and conditions below.

***Definitions***

1. In this sanction application:
2. "**Member State**" has the same meaning as in the SA Constitution and refers to the controlling body for softball in a State or Territory.
3. "**Organisation**" means the organisation referred to below that wishes to administer and conduct a Social 7s Competition sanctioned by SA of which you represent, and includes but is not limited to softball clubs, associations, universities and other legal entities with an interest in softball.
4. "**SA**" means Softball Australia Limited (ABN 72 092 181 318).
5. "**Social 7s**" means the new version of softball developed by SA that provides for social mixed softball competition.
6. "**Social 7s Competition**"means a Social 7s competition sanctioned by SA under these terms and conditions and conducted, managed and administered by an organisation.

**Organisation Obligations**

1. In consideration of SA agreeing to sanction the Social 7s Competition, the Organisation will:
2. at all times ensure the Social 7s Competition conforms to all statutory and local requirements, rules, regulations, guidelines, codes of practice and/or conduct enforced down by any governing body or accepted standard;
3. at all times conduct the Social 7s Competition in accordance with these sanctioning terms and conditions, any directives or regulations of SA specifically relating to Social 7s Competition as amended from time to time, and in accordance with all other SA rules, regulations, policies and codes of conduct as amended from time to time;
4. arrange appropriate insurance cover for the Social 7s Competition, including but not limited to public liability insurance, personal accident insurance and directors and officers insurance, except to the extent that SA advises any part of the Social 7s Competition is covered by an SA insurance policy;
5. be responsible for all costs and expenses that are incurred to organise, promote, manage and conduct the Social 7s Competition except as otherwise provided for in these terms and conditions;
6. submit to SA all proposed Social 7s Competition dates and fixtures for SA approval prior to public announcement. For the avoidance of doubt, SA may, in its sole discretion, alter the proposed dates for one or more Social 7s Competitions prior to providing its approval under this paragraph (2)(e);
7. at all times refer to the Social 7s Competition as "Social 7s" and include the official SA Social 7s Competition logo in all written and electronic promotional material used by the Organisation in relation to the Social 7s Competition;
8. require each team wishing to compete in the Social 7s Competition to:
   1. register directly through the relevant team registration form on the official SA Social 7s website;
   2. pay, during the registration process, the upfront game fee amount (if any) nominated by the Organisation in its sole discretion, which must not be more than the combined per team game fee for all scheduled games for that team in that particular Social 7s Competition;
   3. pay to the Organisation a fee of $70 per game played in the Social 7s Competition, whether upfront under paragraph (2)(g)(ii) or before each individual game is played. For the avoidance of doubt, any per team game fees paid upfront under paragraph (2) (g)(ii) are not payable under this sub-paragraph; and
   4. arrange for each individual participant in any particular game to register with the team through the SA Social 7s website prior to the starting time of the game, unless otherwise advised by the Organisation;
9. ensure that all relevant details of each player that participates in one or more games in any particular Social 7s Competition are entered in the SA Social 7s website;
10. if requested by SA or the Organisation's relevant Member State, provide documentation to the reasonable satisfaction of SA or the Organisation's relevant Member State evidencing the number of games played during any particular season or iteration of the Organisation's Social 7s Competition;
11. pay:
    1. the Organisation's relevant Member State a fee of $10.50; and
    2. SA a fee of $10.50,

per team for each Social 7s Competition game held by the Organisation in accordance with the terms of payment of the SA and Member State invoices respectively. SA and the relevant Member State will invoice the Organisation directly for this amount. For the avoidance of doubt, the remaining $49 of the $70 per team per game fee is retained by the Organisation;

1. where the Organisation is not affiliated with, or a member of, either SA or its relevant Member State at the time of making this sanction application, pay SA a sanction fee of $310 when making this sanction application;
2. unless otherwise approved by SA, use only the Easton 12'' Orange Synthetic Cover Soft Core Ball, which will be provided by SA;
3. ensure that each season of the Social 7s Competition, or each separate Social 7s Competition, does not exceed 10 games total per team including all finals;
4. ensure there is at least 1 person present at all times at the venue for all Social 7s Competition games that holds an accredited first aid training certificate; and
5. uphold the values of SA and not behave or conduct the Social 7s Competition in any manner that would bring SA or softball into disrepute.

***Sanction***

1. The Organisation acknowledges and agrees that SA has all the rights and interest in relation to Social 7s including any intellectual property arising from Social 7s.
2. In consideration of, but subject always to, the Organisation meeting these terms and conditions, SA will:
3. non-exclusively sanction the Social 7s Competition administered by the Organisation as an official SA-sanctioned "Social 7s" Competition for a period of 12 months beginning on the date the Organisation is notified by SA of the sanction approval; and
4. promote the Social 7s Competition in such manner as may be determined by SA in its sole discretion, including but not limited to publications, website and social media.
5. The parties agree that the sanction provided to the Organisation under these terms and conditions is non-exclusive and that:
   1. SA may concurrently sanction any number of Social 7s competitions in its sole discretion; and
   2. the Organisation must make a new application for sanction after the 12 month period outlined in paragraph (4)(a) expires if it wishes to administer further Social 7s Competitions.
6. SA is not obligated to sanction any Social 7s competition and is not required to provide reasons for its decision to accept or reject sanction.

***Termination of Sanction***

1. Where the Organisation breaches any term within these terms and conditions and has not remedied the breach to SA's satisfaction subsequent to SA notifying the Organisation of the breach, SA may in its sole discretion:
2. suspend the sanction of the Organisation's Social 7s Competition until the breach is remedied; or
3. terminate the sanction of the Organisation's Social 7s Competition.
4. Where an Organisation's sanction is terminated by SA, it may reapply for sanction. SA may accept or reject an application for sanction in its sole discretion and is not required to provide reasons for its decision.
5. In the event an organisation's sanction is suspended or terminated by SA, it must not, from the date of the suspension or termination, use the name or logo of Social 7s and must not conduct, manage or administer any further Social 7s Competition until such time as the sanction is reinstated.
6. The parties agree that the Organisation's sanction will automatically expire on the date 12 months after the Organisation is notified by SA of the sanction approval. The Organisation must, prior to conducting any Social 7s Competitions after the expiration date, reapply to SA for sanctioning of the Social 7s Competition administered by it for a further 12 month period.

***No Liability***

1. Except to the extent that any relevant law applies and cannot be excluded, it is an express term of the sanction by SA of the Organisation under these terms and conditions that SA is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise or to a person or property) arising out of the Social 7s Competition.

***Release and Indemnity***

1. In consideration of SA's sanction of the Organisation conducting the Social 7s Competition:
2. the Organisation releases and will release SA from all actions, suits, proceedings, claims, demands, losses, damages, penalties, costs and expenses (**Claim**) however arising that the Organisation may have or may have had but for this release arising from or in connection with the Social 7s Competition; and
3. the Organisation indemnifies and will keep indemnified SA to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with the management and conduct of the Social 7s Competition by the Organisation unless such Claim was caused or contributed to, directly or indirectly, by any act or omission on the part of SA.
4. A Claim under this clause does not include a Claim properly made and accepted under a relevant SA insurance policy.

***Warranties***

1. As the authorised representative of the Organisation, you represent, warrant and covenant on behalf of the Organisation to SA that the Organisation:
2. has and will at all times before, during and after the Social 7s Competition act as a principal, and not as an agent of SA, and shall be solely responsible for the management and conduct of the Social 7s Competition; and
3. has the skills, resources, expertise, personnel and experience necessary and appropriate to manage and conduct the Social 7s Competition.

***Dispute***

1. In the event of a dispute between the parties arising out of these terms and conditions:
2. within 5 business days of a party notifying the other party of the dispute, representatives of each of the parties must meet and use all reasonable endeavours acting in good faith to resolve the dispute by joint discussions;
3. failing agreement, the parties must submit the dispute to mediation by a mediator as appointed by the parties. If the parties are unable to agree upon a suitable mediator within 2 weeks of being notified of the intention to refer the dispute to mediation, a suitable mediator may be determined by the President of the Law Institute of Victoria at the request of either party; and
4. neither party may commence court proceedings (except proceedings seeking urgent interlocutory or injunctive relief) in relation to a dispute relating to or arising out of these terms and conditions until it has first exhausted the procedure in this clause (8).

***Privacy***

1. You understand that your personal information or any other personal information relating to a member or representative of the Organisation provided in this application is collected, used and disclosed in accordance with the Privacy Policy of SA (available from [www.softball.org.au](http://www.softball.org.au)). You acknowledge that the your personal information may be used and disclosed by SA for the purposes of conducting and administering the Social 7s Competition, Softball Activities and other related activities across Australia, providing member services or promotional material, complying with legal obligations or otherwise in accordance with SA's Privacy Policy. SA may share that information with third parties such as other members of SA however your personal information will not generally be disclosed to anyone outside Australia. You understand that SA's Privacy Policy contains information about how you may access and request correction of your personal information held by SA or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by SA. You acknowledge that this application may be rejected if the information is not provided. If you do not wish to receive promotional material from SA or a member of SA or their sponsors and other third parties you must advise the relevant party in writing or via the opt-out procedures provided in the relevant communication.

***General***

1. The parties acknowledge and agree that:
2. these terms and conditions are legally binding and are governed by the laws of Victoria;
3. an obligation of two or more parties shall bind them jointly and severally;
4. these terms and conditions can only be varied in writing by agreement of both parties; and
5. an obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally.

**DECLARATION**

You declare that you are authorised to act as the representative of the Organisation named in this sanction application.

On behalf of the Organisation named in this sanction application, you apply to SA for sanction of the Organisation's Social 7s Competition and acknowledge that the Organisation agrees to the terms and conditions of sanction listed in this application, as well as agreeing to abide by the rules, policies, procedures and jurisdiction of SA.

**CLICK HERE TO ACCEPT THESE TERMS AND CONDITIONS**