



Conditions of Use – Online Systems

Background

1. Tennis Australia Limited (TA) provides access to a number of Online Systems for the benefit of tennis players, tennis fans and other tennis stakeholders. These Online Systems are generally operated by TA on servers in Australia, but may be operated by third parties contracted by TA from time to time, using servers both in Australia and overseas.

2. YOUR USE OF ONLINE SYSTEMS PROVIDED BY TA IS SUBJECT TO THESE CONDITIONS.

Conduct

3. TA wants everyone who uses the Online Systems to have a safe and enjoyable experience and TA needs your help to ensure this is the case. As such, in using the Online Systems you agree that you will not:

a. post content that is:

- i. hate speech or racially offensive;
- ii. threatening;
- iii. pornographic, profane or contains nudity or graphic or gratuitous violence;
- iv. is likely to or intended to incite violence;

b. use an Online System for any improper or unlawful purpose, including:

- i. stalking, harassing, bullying or discriminating against other users;
- ii. misleading or deceptive conduct, defamation, libel or a breach of confidence.

c. impersonate any other person or entity while using the Online Systems;

d. upload viruses or other malicious code designed to damage the Online Systems;

e. do anything that could disable, overburden, or impair the proper working or appearance of an Online System;

f. copy or reverse-engineer any Online System;

g. collect content from any Online System using automated means (such as harvesting bots, robots, spiders, or scrapers); or

h. post unauthorised commercial communications (such as 'spam' or advertisements) on Online Systems.

4. TA may delete any content from any Online System at any time (in its sole and absolute discretion).



Intellectual property

5. Copyright in all components of the Online Systems is owned or licensed by TA unless otherwise indicated.
6. You must not copy, modify or transmit any material from the Online Systems without TA's consent. In particular, you must not incorporate any material from any part of an Online System in any commercial work or publication, and no material from an Online System may be distributed or copied for any commercial purpose. You may save, print or reproduce copy from the Online Systems solely for your personal (non-commercial) education or information.
7. The Online Systems contain trade marks which may be registered or otherwise protected by law. These include the TA logo and the logos of tennis tournaments. You are not permitted to copy or use these trade marks.
8. Where you are invited to submit any contribution to an Online System (including text, photographs, graphics, video or audio) you agree, by submitting your contribution, to:
 - a. warrant to TA that your contribution is your own original work, it is not defamatory, it does not infringe any law, and that you have the right to make it available to TA; and
 - b. grant TA a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, modify, distribute, and exercise all copyright and publicity rights with respect to your contribution worldwide. If you do not want to grant to TA the rights set out above, you should not submit your contribution to any Online System.
9. You are not permitted to publish links to Online Systems on your own websites or systems without TA's express permission.

Personal information

10. TA respects your privacy. The personal information you submit while using an Online System will be collected, used and disclosed in accordance with any privacy statement disclosed to you and the Tennis Privacy Policy (<http://www.tennis.com.au/privacy>), which contains information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy, and how the complaint will be dealt with.
11. In certain limited situations, the information that you submit while using an Online System may be made publically available in accordance with the Tennis Privacy Policy. For example:
 - a. if you are a coach member of TA, your business and contact details may be advertised to prospective participants at www.tennis.com.au; or
 - b. if you are a tennis player with TA, your name, age/year of birth or location may appear on tennis rankings, tournament schedules, competition schedules and results pages.
12. It is your responsibility to keep your personal details, including contact information, accurate and up-to-date so TA can most effectively communicate with you and operate the Online Systems for your benefit.

Anti-Spam notice

13. You must not use any personal information (including, but not limited to names, locations and any email addresses) that appears on an Online System to infer consent to the receipt of unsolicited commercial electronic



messages or other communications from you or other third parties. Without limiting the foregoing, the personal information (including, but not limited to, email addresses) of any TA personnel or any personnel of an Australian Tennis Organisation must not be used by you to send unsolicited commercial electronic messages.

Sign-on credentials

14. You may be required to register or sign-on as a user to access certain areas of the Online Systems. You may need to provide an ID, username, password or other sign-on credentials and when doing so. You must ensure that you keep your sign-on credentials secret and that you do not disclose them to anyone – as you are responsible for all activities undertaken under your sign-on credentials.

15. It is your responsibility to notify TA immediately of any unauthorised use of your sign-on credentials as soon as you become aware of it.

16. You must not transfer your sign-on credentials to anyone without first obtaining TA's permission.

17. TA may merge your records if you have duplicate or superfluous sign-on credentials or other records on Online Systems.

18. If you are under 18 years old, you should obtain the consent of your parent or guardian before using or registering for an Online System.

Administrators

19. Some components of Online Systems are only available to TA personnel, Australian Tennis Organisations' personnel, or particular groups of TA stakeholders (coaches, officials, schools). Certain persons are granted the ability to administer elements of Online Systems. If you are an administrator of an Online System, your role is to:

- a. ensure that the information you record in an Online System is accurate and complete;
- b. update information in Online Systems as and when you become aware that the information is out-of-date;
- c. maintain the security of your administrator sign-on credentials;
- d. comply with all aspects of these Conditions; and
- e. if you are recording personal information in an Online System, ensure:
 - i. the relevant individual is notified that his/her personal information will be used in accordance with the Tennis Privacy Policy; and
 - ii. only use personal information in the Online System for the purpose it was provided (tennis activities and not for any other purpose).

No liability for content

20. TA may update any content on any Online System from time to time, without notice.



21. The Online Systems contain links to other websites or systems including social media channels. TA provides these links as a courtesy and ready reference for engaging in tennis and not as an endorsement of any website or system, its operator or any goods or services promoted. TA is not responsible for, and will not be liable in respect of, the content or operation of any other websites or system.

22. Subject to any applicable law which cannot be excluded:

- a. you use the Online Systems at your own risk;
- b. TA provides you with access to the Online Systems without any express or implied warranties, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement;
- c. TA does not guarantee, or make any representations or warranties that the Online Systems will be always safe, secure, complete, available, and free of errors;
- d. TA excludes all warranties, whether express or implied, in relation to the Online System and any goods or services accessible or promoted via the Online Systems.

23. TA excludes and will not, in any case, be liable for:

- a. any direct loss or damage that you may suffer as a result of using the Online Systems;
- b. any loss of profit, business opportunity, goodwill, anticipated savings or data, or for any special, indirect, incidental or consequential loss or damages of whatsoever kind resulting from the use of the Online Systems, even if TA was aware or ought to have been aware of the possibility of such loss or damage;

however arising, whether in contract, tort, negligence, misrepresentation or otherwise.

Breach

24. If you breach these Conditions, TA may, in addition to any other remedy available to it, block your access to Online Systems and may deactivate any sign-on credentials you hold.

General

25. These Conditions may be updated by TA from time to time. TA will post, or link to, any new Conditions on all the Online Systems. Your continued use of the Online Systems constitutes acceptance of the amended Conditions.

26. These Conditions are governed by the laws of the State of Victoria, Australia and you submit to the exclusive jurisdiction of the Victorian courts.

27. Any Condition that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining Conditions enforceable.

28. Any partial exercise, failure to exercise, or delay in exercising a power, right or remedy provided under these Conditions, or by law, does not operate as a waiver, or prevent or restrict any further or later exercise of that power, right, or remedy.

If you have a query regarding these Conditions, contact TA by using the "[Contact Us](#)" details on the TA website: www.tennis.com.au.