

## General Terms and Conditions

### Declaration

**1. Accuracy:** The details set out in the online registration form are true and correct. If they change I acknowledge that I am required to notify the Centre of the changes in writing as soon as possible after they occur.

**2. Bound by Rules:** I will be bound by the constitutions, regulations, policies, manuals, guidelines and reasonable directions of Hamilton City Netball Centre.

**3. Medical Declaration:** I am medically and physically fit and do not suffer from any injury, disease or condition, either physical or mental that would affect my ability to safely participate in any authorised or recognised activities of Hamilton City Netball Centre. If I am unsure about this declaration, or suffer from such a condition I have either listed it on this form or I am aware that I must bring it to the attention of the Centre.

**4. Accept Risk of Netball:** I have voluntarily accepted and assumed the inherent risk of danger and injury in Netball.

**5. Photography:** In the case that I have opted-out to “allow photos to be taken” in the online membership registration for the Centre and Netball NZ, this supersedes any reference to the collection, holding or use of photography or image mentioned in clause 9 Privacy.

**6. Financial Commitment:** I agree that I will pay all fees and costs associated with my participation with Hamilton City Netball Centre. Should I withdraw, I understand that I am not entitled to a refund of fees and costs, unless a medical certificate can be produced within 5 days of my withdrawal.

**7. No liability:** I will not hold Hamilton City Netball Centre or their respective officers responsible for any claims, losses and expenses and costs (including legal costs) which may arise from or in connection with my participation in any activity authorised or recognised by the Centre except in the case of gross negligence or a wilful act or omission on the part of the Centre.

**8. Indemnity:** I indemnify Hamilton City Netball Centre from all claims, losses and expenses (including legal costs) suffered or incurred at any time as a result of, or resulting directly or indirectly from, my failure to observe the constitutions, regulations, policies, manuals, guidelines and reasonable directions of the Centre.

**9. Privacy:** I agree that Hamilton City Netball Centre can collect, hold, use and disclose my personal information as provided on this Form (and any updated or additional personal information the Centre obtains from me including any photo or other record of my image) for the purposes of:

**a.** Processing my application for participation including notifying the Centre and Netball NZ of the information on this form for the purposes of the Centre and Netball NZ compiling a register of participants, compiling a national database of participants and for requesting me to renew if my participation lapses;

**b.** Putting my name and contact information on the Centre’s participation list for use by other participants of the Centre;

**c.** Publishing any of my Netball results in the Centre or Netball NZ’s newsletters and on their websites;

**d.** Selecting and publicly naming competitors and teams to represent the Centre and Netball NZ at events;

**e.** Providing me with information and activities relating to the Centre and Netball NZ and other netball matters;

**f.** Including my photograph or other imagery on the Centre and Netball NZ website, in newsletters, annual reports, or similar official publications;

- g. Enabling the Centre to contact me with information about the products and services of the Centre's sponsors or funders (unless I have opted out of receiving such information on the Membership Form
- h. Enabling the Centre to comply with any statute, regulation, by-law or other regulatory instrument that requires collection or disclosure of personal information;
- i. Retaining the information provided on this form if my participation lapses (as an inactive participant) for a maximum period of three years for the above purposes; and
- j. Any other purpose I agree to in writing.

**10. Use, Security and Access:** I understand that my personal information will only be used for the purposes listed in paragraph 7 and that:

- a. My personal information will be held securely;
- b. I will have access to my personal information under the Privacy Act;
- c. My personal information will be corrected upon request.

**11. Interpretation:** Every reference to "I" and "my" in this document includes the participant and the parent/guardian/caregiver of the participant (if applicable).