



Terms and conditions of membership of the Australian Cricket Family

In consideration of Cricket Australia registering you as a member of the Australian Cricket Family, you agree to be bound by the following terms and conditions which apply to all members of the Australian Cricket Family. The completed Registration Page forms part of these terms and conditions.

1. Definitions

“Australian Cricket Family” means registered users via www.cricket.com.au and people who have registered for the Australian Cricket Family via mail.

“Cricket Australia” means Cricket Australia (ACN 006 089 130) of 60 Jolimont Street, Jolimont, 3002, Victoria.

“Registration Page” means the registration page for membership of the Australian Cricket Family on www.cricket.com.au or such other Australian Cricket Family registration page completed by you at the request of Cricket Australia.

“State Association” means each of the following:

- (a) Cricket New South Wales;
- (b) Queensland Cricket;
- (c) South Australian Cricket Association;
- (d) Tasmanian Cricket Association;
- (e) Cricket Victoria; and
- (f) Western Australian Cricket Association.

“Territory Association” means the Northern Territory Cricket Association and ACT Cricket.

“You” or “your” means the individual who is named in the completed Registration Page which is completed on-line at www.cricket.com.au or received by Cricket Australia via mail.

2. Membership

- (a) Membership of the Australian Cricket Family is only open to individuals (including employees of Cricket Australia).
- (b) Cricket Australia will not process any registration that has not completed the mandatory fields where indicated on the Registration Page.
- (c) Membership is offered at the discretion of Cricket Australia. Cricket Australia has the right to accept or reject any registration for membership of the Australian Cricket Family at its sole and absolute discretion.
- (d) If you register:
 - (i) on-line for the Australian Cricket Family at www.cricket.com.au, your registration will be successful if a confirmation message appears on your screen informing you that you have been registered;
 - (ii) via mail for the Australian Cricket Family, you will receive a letter of confirmation in the mail from Cricket Australia.
- (e) Once you have successfully registered for membership of the Australian Cricket Family, you will be entitled to the benefits of membership of the Australian Cricket Family, as advised by Cricket Australia from time to time.
- (f) You agree that Cricket Australia may send you a range of cricket-related information, news and promotional marketing material (including by way of email or sms).

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3. Privacy and terms of use of Cricket Australia's web site

(a) The personal information which Cricket Australia collects on the Registration Page is used for the purpose of processing your request for membership of the Australian Cricket Family. Cricket Australia may also use your personal information in the manner set out in Cricket Australia's privacy policy. To view Cricket Australia's privacy policy go to www.cricket.com.au.

(b) The personal information which Cricket Australia collects on the Registration Page will be disclosed to the State Associations and Territory Associations in accordance with Cricket Australia's privacy policy.

(c) At any time that you enter Cricket Australia's web site (www.cricket.com.au) you agree to be bound by the terms governing use of the web site which are in force at that time. To view the terms of use of Cricket Australia's web site go to www.cricket.com.au.

4. Cancellation of membership

(a) Cricket Australia may cancel your membership of the Australian Cricket Family at any time in its sole and absolute discretion.

(b) You may cancel your membership of the Australian Cricket Family at any time by:

(i) following the relevant unsubscribe instructions contained in any electronic communication which you receive from Cricket Australia;

(ii) writing to Cricket Australia at 60 Jolimont Street, Jolimont, Victoria, 3002 to the attention of "The Australian Cricket Family" requesting cancellation of your membership of the Australian Cricket Family; or

(iii) emailing Cricket Australia at newsletter@cricket.com.au requesting cancellation of your membership of the Australian Cricket Family.

Cricket Australia may take up to 7 business days to process this request.

5. Amendment of the terms and conditions

(a) Cricket Australia may vary these terms and conditions at any time.

(b) Cricket Australia will give notice of any amendments to these terms and conditions by:

(i) email to the email address which you notified us of on the Registration Page or in any subsequent communication we receive from you updating your contact details; and

(ii) by posting the revised terms and conditions on www.cricket.com.au.

(c) Your continued registration as a member of the Australian Cricket Family after such notifications in clause 5(b) above will constitute acceptance by you of the amendments.

6. Indemnity

(a) To the full extent permitted by law, you indemnify and will keep indemnified Cricket Australia, State Associations, Territory Associations and their directors, officers, employees, agents and corporate partners from and against all costs, losses, damages or expenses arising out of or connected in any way from your registration as a member of the Australian Cricket Family.

(b) To the full extent permitted by law, all warranties, conditions and representations about the Australian Cricket Family or the products and services advertised, offered to be provided or provided to the Australian Cricket Family, are

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excluded. If a term is implied by law into these terms and conditions and the law prohibits provisions in a contract excluding or modifying liability under that term, then it shall be included in these terms and conditions. However, liability for a breach of such term will be limited, at Cricket Australia's sole option, to one or more of the following:

- (i) in relation to goods:
 - A. the replacement of the goods or the supply of equivalent goods;
 - B. the repair of such goods;
 - C. the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - D. payment of the cost of having the goods repaired;
- (ii) in relation to services:
 - A. the supply of the services again; or
 - B. the payment of the cost of having the services supplied again.

7. Technological Issues

Cricket Australia is not responsible for any infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Cricket Australia, including that cause the delayed or non-delivery of emails to and from Cricket Australia. Cricket Australia reserves the right to disqualify any individual who tampers with the registration process and to cancel his or her membership of the Australian Cricket Family.

8. General

(a) This agreement is governed by the laws of Victoria. Each party submits to the non exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this agreement.

(b) No failure to exercise or delay in exercising any right, power or remedy by Cricket Australia under this agreement operates as a waiver of that right, power or remedy by Cricket Australia.

(c) Any provision of this agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this agreement or affect the validity or enforceability of that provision in any other jurisdiction.

(d) This agreement constitutes the entire agreement between Cricket Australia and you as to its subject matter.

If you have any queries regarding your Australian Cricket Family membership, please email acf@cricket.com.au or phone the ACF Hotline on 1300 720 742.