# AAU Australia – Official Participant Terms & Conditions

Ver. 1st September 2026

## 1. ACCEPTANCE OF TERMS

These Participant Terms and Conditions ("Terms") govern participation in all activities, programs, events, competitions, training sessions and services conducted, organised, endorsed or administered by AAU Australia ("AAU Australia", "we", "us" or "our").

By registering, enrolling, attending or participating in any AAU Australia activity or event, the participant ("Participant", "you" or "your") acknowledges that they have read, understood and agreed to these Terms.

Where a Participant is under 18 years of age, their parent or legal guardian must review and accept these Terms on their behalf.

## 2. REGISTRATION AND ELIGIBILITY

a. All Participants must complete the applicable AAU membership registration process and provide accurate and complete information.
b. Participants must satisfy all applicable eligibility, age, membership and participation requirements.
c. AAU Australia reserves the right to refuse, suspend or cancel registrations where eligibility requirements are not met or where false or misleading information has been provided.
d. Registration does not guarantee participation in a particular event, program or activity unless AAU Member is correctly registered to the Team.

To be eligible to participate, the AAU member must also be correctly registered with the specific team associated with that event or activity.

In simple terms:

a. AAU membership registration makes you an AAU member.
b. Team registration links you to the correct team.
c. Event participation requires both registrations to be completed correctly.

## 3. CODE OF CONDUCT

All Participants must maintain a respectful, inclusive and responsible standard of behaviour.

Participants agree to:

a. Treat all individuals with dignity, fairness and respect.
b. Respect event officials, organisers, coaches, staff, volunteers and fellow Participants.
c. Follow reasonable instructions and directions issued by authorised representatives.
d. Refrain from bullying, harassment, discrimination, intimidation, threats or abusive conduct.
e. Respect the property, facilities and equipment used during activities.
f. Comply with all applicable laws, regulations, policies and event rules.
g. Avoid any conduct that could harm the safety, reputation or integrity of AAU Australia.

AAU Australia reserves the right to take appropriate disciplinary action in response to misconduct.

## 4. HEALTH, SAFETY AND PARTICIPANT WELLBEING

a. Participants acknowledge that certain activities may involve inherent risks, including physical injury, illness, accidents or other unforeseen circumstances.
b. Participants are responsible for ensuring that they are reasonably fit and capable of undertaking their chosen activities.
c. Participants must disclose relevant medical conditions, injuries, allergies or accessibility requirements where these may affect safe participation.
d. Participants must comply with all safety instructions, emergency procedures and reasonable risk-management requirements.
e. AAU Australia may restrict or discontinue participation where reasonably necessary to protect the health and safety of the Participant or others.

## 5. CHILD SAFETY AND PROTECTION

a. AAU Australia is committed to maintaining a safe environment for children and young people.
b. All Participants, parents, guardians, employees, volunteers and representatives are expected to uphold appropriate standards of conduct and comply with applicable child safety laws and safeguarding policies.

c. AAU Australia will take reasonable steps to address child safety concerns and respond appropriately to allegations of abuse, inappropriate behaviour or misconduct.
d. Where required, relevant Working with Children Checks and other statutory screening requirements must be satisfied.

## 6. FEES, CANCELLATIONS AND REFUNDS

a. Participants must pay all applicable registration, membership, event and participation fees in accordance with the communicated payment requirements.
b. Cancellation and refund requests must be submitted in writing.
c. Refunds, transfers and cancellations will be assessed in accordance with the applicable event or program conditions.
d. AAU Australia may cancel, postpone, relocate or modify an activity or event due to necessary operational, safety, environmental or other circumstances.

## 7. PHOTOGRAPHY, VIDEO AND MEDIA

a. AAU Australia may arrange photography, filming or video recording during activities and events for legitimate organisational, promotional, educational and communication purposes.
b. Consent for the use of identifiable images or recordings will be obtained separately where required.
c. Participants may decline promotional image and video consent without automatically affecting their eligibility to participate.

## 8. PRIVACY AND PERSONAL INFORMATION

AAU Australia respects the privacy of Participants and will handle personal information in accordance with applicable privacy laws and its Privacy Policy.

Personal information may be collected and used for:

a. Registration and membership administration.
b. Event and program management.
c. Participant communication.
d. Health, safety and emergency management.
e. Recordkeeping and compliance obligations.

f. Other legitimate organisational purposes.

AAU Australia will take reasonable steps to protect personal information against misuse, interference, loss and unauthorised access, modification or disclosure. Participants may contact AAU Australia to request access to or correction of their personal information, subject to applicable legal requirements.

## 9. DISCIPLINARY ACTION AND TERMINATION OF PARTICIPATION

AAU Australia reserves the right to investigate alleged breaches of these Terms.
Where a breach is established, AAU Australia may impose appropriate measures, including:

a. Formal warnings.
b. Temporary suspension.
c. Removal from an event or activity.
d. Cancellation of registration or membership.
e. Restrictions on future participation.
f. Referral to relevant authorities where appropriate or required.

Disciplinary decisions will be made having regard to the circumstances, seriousness of the conduct and applicable policies.

## 10. LIABILITY AND RISK ACKNOWLEDGEMENT

a. Participants acknowledge that participation in activities and events may involve inherent risks.
b. Participants agree to take reasonable care for their own safety and the safety of others.
c. To the extent permitted by law, AAU Australia does not accept responsibility for loss, injury or damage arising from risks inherent in voluntary participation, except to the extent caused by circumstances for which AAU Australia is legally responsible.

## 11. PERSONAL PROPERTY

a. Participants are responsible for their personal belongings and property while attending AAU Australia activities and events.
b. Participants should take reasonable precautions to secure their belongings.
c. To the extent permitted by law, AAU Australia is not responsible for loss, theft or damage to personal property, except where legally liable.

## 12. COMPLAINTS AND DISPUTE RESOLUTION

a. Any complaint, concern or dispute relating to participation should be submitted to AAU Australia through its official email published on the official AAU Australia Web site.
b. AAU Australia will endeavour to handle complaints fairly, confidentially where appropriate and within a reasonable timeframe.
c. Nothing in this section prevents a Participant from exercising any legal rights or contacting an appropriate regulatory authority.

## 13. AMENDMENTS TO THESE TERMS

a. AAU Australia reserves the right to amend these Terms when reasonably necessary.
b. Updated versions will be made available through the official AAU Australia website or registration platform.
c. Where material changes are made, reasonable steps will be taken to notify affected Participants.

## 14. GOVERNING LAW

a. These Terms are governed by the applicable laws of Australia, including relevant Commonwealth, State and Territory legislation.
b. Any dispute will be dealt with in accordance with the applicable laws and jurisdiction.

c. AAU Australia as a supplier of basketball services or recreational activities is entitled to ask AAU Athlete/Officials to agree that statutory guarantees under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010

(Commonwealth)) do not apply to AAU Members (or a person for whom or on whose behalf AAU Members are acquiring the services or activities).

Exclusion of rights under the Competition and Consumer Act 2010 (Commonwealth):

By signing AAU membership, AAU Athlete/Officials agree that the liability of AAU Australia in relation to recreational services

(as that term is defined in s139A of the Competition and Consumer Act 2010 (Commonwealth)) for any:

(i) death;

(ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);

(iii) the contraction, aggravation or acceleration of a disease;

(iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to AAU Athlete/Officials or the community; and that may result in harm or disadvantage to AAU Athlete/Officials or the community; and that may be suffered by AAU Athlete/Officials (or a person for whom or on whose behalf AAU Athlete/Officials are acquiring the services) resulting from the supply of recreational services is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

The change to AAU Athlete/Officials' rights does not apply to a significant personal injury suffered by AAU Athlete/Officials that is caused by the reckless conduct of the supplier of the recreational services. The supplier's conduct is reckless conduct if the supplier is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person; and engages in the conduct despite the risk and without adequate justification.

## 15. RULES OF AAU MEMBERSHIP AND EVENT PARTICIPATION

a) Upon registering with AAU through the AAU website and payment of membership fees, Athlete/Officials will become a Member of AAU Australia and can play in any AAU Australia basketball association or basketball club or team.

b) Athlete/Officials will acknowledge, agree and consent to becoming a member of, or participant with, these AAU Basketball Entities and accepting Each Basketball Entity's Rules/Constitutions.

c) Athlete/Officials participation in Basketball Activities supplied by the AAU Basketball Entities is inherently dangerous and may involve risk. There are risks specifically associated with participation in the Basketball Activities and accidents can and do happen which may result in personal injury, death or property damage. Prior to undertaking any AAU Basketball Activity, Athlete/Officials should ensure that are aware of all of the risks involved, including those risks associated with any health condition may have.

d) Athlete/Officials agree and undertake any such risk voluntarily and at they own risk. Athlete/Officials acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation, including Australian Consumer Law in particular State or Territory.

e) By signing AAU membership application form and declaration, Athlete/Officials acknowledge that where Athlete/Officials are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded.

f) Athlete/Officials acknowledge that these implied terms and rights and any liability of the Basketball Entities flowing from them, are expressly excluded to the extent possible by law, by AAU membership application form and declaration. To the extent of any liability arising, the liability of the Basketball Entities will, at the discretion of the Basketball Entities, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.