

Australia Cup

Terms & Conditions for Participating Teams

Registration

Conditions of Team Participation

1 Definitions

(a) In these Terms and Conditions:

Casual Member means a person who registers as a member of Softball Australia for a specific event or program only.

Competition means any of the 11 competition categories at the Australia Cup.

Event means the Australia Cup

Participation Application and Declaration means the declaration that individuals must agree to when registering for a Competition.

Registered Member means a person at the time of the Event who is registered as a member of Softball Australia.

Softball Australia means and includes Softball Australia Limited, its subsidiaries, its members (including Member States and affiliated associations and clubs), and their respective directors, officers, members, servants or agents.

Team means a team that intends to or has entered a Competition.

Team Contact means the person registered as such during the Team's registration process for the Competition.

Tournament Management Committee means the person or group of people nominated by Softball Australia to administer the Event.

Unregistered Individual means a person at the time of the Event not registered as a Softball Australia member.

2 Softball Australia

(a) Softball Australia's contact person for this Event is:
Richard Costantino
National Teams' and Events Coordinator
richard.costantino@softball.org.au
03 9417 0022 (ext 115)

3 This Document

This document cannot be amended. If the Team does amend it, the Team's registration will be null and void and the Team will not be permitted to participate in the Event.

4 Event Participation

In participating in the Event, the Team will be bound by the rules of the sport of softball, Softball Australia's Constitution and any policies, including the Member Protection Policy, which exist. The team can inspect each of these documents on the Softball Australia website www.softball.org.au or by contacting Softball Australia upon reasonable notice.

5 Competitions

(a) For this Event, there are 11 Competition categories:

- U13 Girls
- U13 Boys
- U15 Girls
- U15 Boys
- U17 Girls
- U17 Boys
- Open Women
- Open Men
- Masters (over 35s) Women
- Masters (over 35s) Men
- Social 7s (mixed open)

(b) The Team may register to play in more than one Competition, however will submit a separate Team registration for each Competition being entered into for the Event.

- (c) In order for a particular competition category to be deemed viable for play there must be a minimum of four team registrations received prior to the registration deadline.

6 Tournament Management Committee

- (a) Subject to the provisions of Softball Australia's Constitution and these Terms & Conditions, management and operation of the Event will be the responsibility of the Tournament Management Committee (**TMC**).
- (i) The TMC consists of the Technical Delegate (**TD**), Tournament Chief Umpire (**TCU**), Tournament Chief Statistician (**TCS**) and the host Tournament Convenor (**TC**).
- (ii) Softball Australia reserves the right to appoint a separate TD, TCU and TCS for each Competition at the Event.

7 Team Entries

- (a) Each Team must register with their relevant Competition on the Event registration form.
- (b) A Team is only considered entered into a Competition when they have registered using the Event registration form, with the relevant team entry fee paid.
- (c) A Team may withdraw from a Competition by providing written notice to Softball Australia (refer to contact details above in section 1b).
- (i) If a Team withdraws from a Competition more than 14 days prior to the beginning of the Event, they are entitled to a full refund of the team entry fee.
- (ii) If a Team withdraws from a Competition 14 days or less prior to the beginning of the Event, no refund of the team entry fee will be given.
- (d) Each team must supply an umpire to assist in the officiating of the event. Name and contact number of the provided umpire will be required at registration.

8 Team Name

- (a) Team names deemed to be offensive or in poor taste (in written form or phonetically) by Softball Australia will not be permitted to be used.
- (b) Where two or more Teams register for a Competition with the same or a very similar name, the Team who registered first will be given preference.
- (c) The approval of Team names is at the sole discretion of Softball Australia.

9 Team Contact

- (a) The Team Contact is considered to be the person whose details are listed when the Team is registered on the Event registration form.
- (b) If the Team Contact is changed, Softball Australia must be notified in writing within three days (refer to contact details above in section 1b).
- (c) Competition notifications will be sent by Softball Australia to the Team Contact, with email used as the primary form of contact. The Team Contact is required to regularly check their emails. Notifications may include items such as financial details, Event updates and game notifications.
- (d) Softball Australia are not liable in any circumstances where the Team Contact has not reviewed a notification provided by Softball Australia.

10 Competition Format

- (a) Games are played under Softball Australia's Official Softball Playing Rules 2014-17. Full Event rules will be provided by Softball Australia closer to the Event.
- (b) Fixturing of games is the responsibility of Softball Australia. Requests for scheduling of games at a specific time can be made by a Team to Softball Australia, however Softball Australia is under no obligation to fulfil the request.
- (c) All Teams are expected to be ready to play their first game at 6.00pm on the first Friday of competition.
- (d) As with any outdoor event, there is no guarantees with the weather. The Event may be partially or even wholly cancelled. In these circumstances, Softball Australia in its absolute discretion will decide what refund, if any, will be given to Teams.
- (e) In the case of bad weather during the Event, the TMC will be responsible for deciding if games are to be rescheduled or cancelled.
- (i) During a game, an umpire (or for Social 7s, a Game Coordinator) can decide to suspend a game due to bad weather.

11 Team Eligibility

- (a) For all Competitions, a Team may comprise a mixture of:
- current Registered Members from the same club

- current Registered Members from different clubs and associations
- Casual Members from a different event
- current Unregistered Individuals
- (i) At the time an Unregistered Individual registers to a Team, they become a Casual Member of Softball Australia for the Event.
- (b) Softball Australia will seek to confirm the eligibility of Teams and has the right to not accept a Team entry.
- (c) For all Competitions except Social 7s, the maximum number of players is 16 and the maximum number of officials is 8.
- (d) For the Social 7s Competition, the maximum number of players is 13.
 - (i) At all times for the Social 7s Competition, a minimum of 4 females will be on the field of play and bat in each inning.

12 Player Eligibility

- (a) For the U13/U15/U17 boys' and girls' Competitions, a player must be under the required age (eg U17) on 31 December in the year preceding the Event.
- (c) For the Masters Competition, a player must be either 35 years of age or older, or turning 35, in the year of the Event.
- (d) For the Open Women's and Open Men's Competitions, a player must be either 15 years of age or older, or turning 15 in the year of the Event.
- (e) For the Social 7s Competition, a player must be 14 years of age or older as at the first day of competition.
- (f) All players and officials must be registered to participate at the Event using the Event registration form prior to their involvement in a game, including agreeing to the Participant Application and Declaration.
 - (i) A Team who is found to have used an unregistered player or official will forfeit those games that the player or official took part in.
- (g) A player cannot play for more than one Team in the same Competition at the Event, unless approved by Softball Australia. Where there is a breach of this rule that has not been approved by Softball Australia, the penalty is a forfeit for each game the player or official was involved in.
 - (i) A player can play in more than one Competition at the Event (eg both the U13 and U15 Competitions).

13 Exclusion of liability

Except where provided or required by law, and such cannot be excluded, the team agree that it is a term of participation that Softball Australia is absolved from all liability whatsoever arising from injury or damage, however caused (whether fatal or otherwise), arising out of the team's participation in the Event.

14 Release and indemnity

- (a) In consideration of Softball Australia accepting the team registration:
 - (i) The team release and forever discharge Softball Australia from all claims that we may have or may have had but for this release arising from or in connection with our participation in the Event.
 - (ii) The team indemnify and hold harmless Softball Australia to the extent permitted by law in respect of any claim by any person including but not only another participant in the Event arising as a result of or in connection with our participation in the Event.

15 Claims

In this clause, claims means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc. made by any person entitled to make a claim under a relevant Softball Australia insurance policy or under the Softball Australia Constitution or any Regulations.

16 Information Provided

The team warrants that all information provided in this form is true and correct.

17 Privacy Policy

Softball Australia has a Privacy Policy and the information the team has provided is necessary for Softball Australia objectives. The team acknowledge and agree that the information will only be used for Softball Australia objectives and to provide the team with services associated with participation in the Event. The team understand that it will be able

to access this information, through Softball Australia upon reasonable notice. If the information is not provided, the team's registration may be rejected.

18 Agreement

The team has read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release and indemnity.