

BUBBLE LEAGUE – TERMS AND CONDITIONS



TERMS AND CONDITIONS FORM

Thank you for choosing Bubble League (ACN 628 833 465) as your experience provider. So that we can provide you with your experience we require that you agree to a set of terms and conditions below. Please read these carefully as they form part of an agreement between yourself and Bubble League.

TERMS & CONDITIONS

1. Definition

Bubble League (herein referred to as "BL", "we", "us", "our") is a provider of a form of recreational entertainment ("the Experience"). The Experience includes but is not limited to any and all activity associated with the provision of the Experience as well as the building which hosts the experience and any and all contents whether directly or indirectly related to the experience.

Tournament refers to a set series of matches that form the entirety of a season. For example, the Tournament that begins on 1 April and ends on 1 August is comprised of all the matches that will occur during the tournament period.

Tournament period refers to the dates between which schedules matches will be played between teams participating in the tournament.

2. Accreditation

Bubble Soccer is a form of recreational entertainment. Bubble League is a private provider of this type of entertainment service and does not have any official accreditation with Football Federation Australia or FIFA.

The rules and regulations are enforced via contractual agreement with participants.

3. Rules and Regulations - Penalties

You agree to follow the game rules, regulations and directions while participating in any Bubble League games and agree the match official has absolute discretion in deciding how to enforce those rules.

Ordered off the field

You agree to abide by any enforcement ordered given by the match official at any time for any reason without recourse and that such powers include:

Free kicks

Cautions (Yellow Card)

Time off the field (Orange Card)

Exclusion for the remainder of the match (Red Card)

League Ban

You also agree the match official has the authority to remove and exclude you from games and the venue itself, be it in the present or future, if he/she believes it



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necessary to do so and has reasonable grounds.

Appealing Exclusion

You agree game day penalties cannot be appealed (free kicks, time off field or exclusion for the day).

Appealing a League Ban

You agree that if you receive a league ban you are in breach of your contract and you agree your contract will be terminated for that breach.

You agree in the event of your contract being terminated BL will not be liable to you and you will forfeit any and all rights under this contract.

You agree your only options of appeal are through mediation, Victorian Tribunal or a Court of law.

4. Enforcement of Agreement

You agree that in the event you breach any terms and conditions under this contract any and all monies paid will be forfeit and you agree to be liable for any damage, harm or loss caused as a result of the breach.

5. You accept these Terms and Conditions

By registering with us you agree to and accept our terms and conditions.

6. Age Requirement

You confirm that you are 18 years of age or older.

7. Right of Refusal of Entry

You agree that if you are reasonably suspected to be under the influence of alcohol or drugs or present a danger to the property or persons present you will be refused entry.

8. No Smoking

You also agree that the entire property is non-smoking and that if you are found to be smoking on the property you will be refused entry.

9. Safety

You agree to follow safety directions from the operator (including signs) at all times. You understand that failure to follow any direction given may result in the immediate termination of the experience.

10. Use of Video Surveillance

You consent to the use of video surveillance for the provision of any assistance, safety instructions and in any claim for damages caused to the property.

11. Liability to BL

You agree to be liable to BL for any damage or loss caused by you in your participation in the Experience where such loss or damage is the result of actions not reasonably within the scope of normal participation.

12. Our liability to you

Our liability to you is restricted by a liability waiver. As part of our terms and conditions your participation is conditional upon you signing our liability waiver. Should you decide



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to not sign the liability waiver - a copy of which is provided to you - you accept that you will be refused entry.

13. Liability to fellow participants

You accept that BL is not liable for loss, damage or harm caused by you to another person or person's property.

14. Medical Treatment

You agree to pay the costs and authorise BL to take steps considered reasonably necessary to protect your welfare in the event of personal injury including ambulance transportation and/or the administration of medical treatment.

15. Health Conditions

You agree to disclose any serious medical conditions (such as severe asthma, heart condition or allergies) to BL prior to participation. BL reserves the right to refuse entry or modify the experience if it believes on reasonable grounds that the experience presents a risk to your health.

16. Refunds & Cancellations

1. The Commencement date is the date of the first match of any tournament. Any cancellation of season participation must be made in writing 14 days prior to the commencement date of any given tournament to BL in writing for a full refund.
2. Any refund within 14 days of the Commencement date will receive a 75% refund subject to sub-section 3 and 4 (below).
3. Any cancellations occurring within 48 hours of the Commencement date will forfeit 75% of the hire fee subject to sub-section 4 below.
4. Any cancellations occurring after the Commencement date will forfeit 100% of all fees paid.

17. Changes to Time of Scheduled Match

You agree that a scheduled match cannot be transferred to another date or time without the express written permission of BL.

18. Changes to People Attending

You agree that a player registered for a specific team cannot be changed without the express written permission of BL.

19. Registered Players

You agree that only players registered with BL may participate and that you must be registered to participate.

20. Photos and Recordings

You accept and agree that any videos, photos and/or recordings are not to portray the experience, staff, business or any other aspect of the experience in a negative, derogatory or defamatory manner and you agree to remove any and all photos, videos or materials at the request of BL.

21. Promotional Photos

Should you agree to having your photo taken and you give your consent to BL to use these photos for promotional purposes (including distribution across social media) and that you can request your photo(s) or video(s) be removed at any time and BL will promptly remove the photos or videos within a reasonable period of time.



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22. Sharing details from the experience

BL provides this experience for all to enjoy. You are welcome to share the details with others.

23. Use of BL photos, graphics, videos, music or literature without consent

Photos, videos, artistic drawings and graphics, writing (including story plots) and music found online (including our website and social media forums) and are all works belonging to BL and are all protected by copyright. You agree to not reproduce or redistribute these works without express written consent from BL.

24. Jurisdiction

You agree that this booking is made in Victoria and is to be subject to the jurisdiction of the Supreme Court of Victoria. This agreement is intended to act both jointly and severally and should any part of this agreement be invalid or unenforceable all other parts are still to be given their full effect.

Participant shall end all sessions no later than the agreed time and shall remove all property belonging to Participant and its patrons, unless other arrangement have been agreed to by the Venue Manager.

In the event the facility cannot be made available for the times and the date(s) for which it has been hired by reason of fire, flood damage, industrial dispute or any other reason beyond its control, BL will not be liable for any loss incurred by Participant or its officers as a result of such cancellation. BL will make best endeavours return the facility to normal operations to minimise inconvenience to Participant.

25. Recusing your entitlements (fill-ins who play on your behalf)

You agree that no refund or compensation will be paid to you in the event another player takes your place for a game. This normally occurs when a person fills-in however BL will also not be liable where the person fills in for you without your permission. You agree to be responsible for and turn up to your scheduled games.

26. Collection of your information

You agree and consent to the collection of your personal information for the purposes of:

1. Medical treatment and documentation of any incidents;
2. Registration.

You agree to the disclosure of your information to the third parties listed below for the purposes of statistical reporting to council's executive management and for internal promotional purposes.

1. Barwon Valley Activity Centre Staff and Management;
2. City of Greater Geelong.

27. Acts, Regulations, Legal and Copyright Requirement

Participant shall conform to the requirements of the Health Act, Local Government Act, any Local Law/By Law or Regulation made thereunder and shall be liable for any breach of such Act, Local Law/By Law or Regulations. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force must be complied with the Hirer.

28. Damage

All furniture, fittings and equipment should be kept in good working order. Any damage to the building, furniture, fittings or equipment shall be reported to BL immediately.



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Participant will be held responsible for repair/replacement of any damage to the venue or to furniture, fittings or equipment, except for fair wear and tear.

29. Good Order

Participant shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order within the facility and in the approached thereto, throughout the duration of the hire.

Participant shall not permit obscene or insulting language, disorderly behaviour or damage to the property within the facility.

30. Egress

Participant shall adopt BL's operational policy and procedures to ensure compliance in every respect to regulations under the Health Act, with regard to public buildings for the prevention of overcrowding, obstruction of gangways, passages, corridors, doorways, emergency exits or any other part of the facility allowing the safe movement of people within the venue.

31. Indemnity

Participant agrees to indemnify and keep indemnified and to hold harmless BL, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses, and damages whatsoever which may be brought or made or claimed against it or any of them arising out of or in any way related to the granting of the application and/or the use of the Premises.

BL is not responsible for any theft, loss, damage or injury suffered by Participant or any guest or invitee of Participant, or any person coming on the premises during the period of hire, and Participant indemnifies BL in respect of all claims for loss, damage or injury caused by any person or property during the period of hire, or as a result of the use by Participant of the premises.

32. Dispute

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the parties must attempt to resolve such dispute an agreed mediation procedure.

33. Management of the Venue

Participant and persons under their direction shall obey all directions or orders given by BL, the Venue Manager, Operations Coordinator or Duty Supervisor as to the emergency management of the facility and events safety issues being conducted therein.

34. Emergency Management Plan

1. Participants must adopt BVAC's and BL's emergency management plan for all activities engaged at BVAC. Participants will observe the Emergency Plan. BL will assume the role of chief warden in the event of an emergency and Participants will need to follow directions given by the Warden.
2. In the event of a Fire Alarm sounding, the venue needs to be evacuated immediately. Participants shall immediately exit through the emergency exits to either of the venues



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Assembly Areas as identified on the Evacuations Map located around the venue. All evacuees should await further instructions from the attending emergency services.

3. If it is found the Fire Alarm activation was caused by a deliberate or negligent act, and not for a real emergency, the Participant agrees and shall pay associated costs and fees that may be charged to the venue by emergency services.

35. Free Access

Participants agree to allow BL's management and staff access at all times.

36. Theft - Theft or damage sustained by Participant, or any person, firm or corporation

Neither BL, its Staff nor its servants or agents shall be liable for any loss which participants entrust to, or supply to BL, its servants or agents any article which is lost, damaged, or stolen and you agree to indemnify BL, its servants and agents against any claim by any person, firm or corporation in respect of a lost, damaged or stolen article or thing.

37. Smoking Policy

In the interest of public health and in line with regulations of the State Government of Victoria, the Parties agree and acknowledge that the Premises is a smoke-free venue and all forms of tobacco and cigarette smoking shall be prohibited on or in the Premises other than in the dedicated 'Smoking Areas' outside of the venue or at minimum 10 meters away from any venue entry point. Penalties may apply under the *Tobacco Act 1987*.

38. Sports Venues – Heat Policy

In the event the temperature on the day exceeds 35 degrees Celsius you agree the match may be called off without the prospect of rescheduling. BL will in good faith endeavour to reschedule the match but is not liable for any refund, discount or compensation for the loss of the match.

39. Food and Beverage

BVAC Staff are the sole operators of all food and beverage sales within the Barwon Valley Activity Centre.

You agree that no external commercially prepared food or beverage products can be bought into the venue.

40. Talent Release Clause

I agree that BL can use any photos, videos or recordings taken of me by BL (including any out-of-game press conference material) for promotional and internal-review purposes. I agree the use of my likeness and any photos, recordings or videos are royalty free and are the property of BL for commercial use.

41. Breach of Agreement or Terms of Use

You agree your continued participation in a Bubble League Tournament is at BL's discretion and your obligations under this contract.

If you breach any term of this Agreement BL may in its absolute discretion withdraw from this Agreement and refuse you access to the venue.

EXECUTION

EXECUTED BY BUBBLE SOCCER

GEELONG PTY LTD (ACN 628 833)

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465) in accordance with its rules:

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Sole Director/Secretary Andrew Ferguson
9 Queen Street, Belmont VIC 3216

SIGNED SEALED AND DELIVERED BY THE PARTICIPANT(S)

Date: ___ / ___ / ____

Signature: _____

Full Name of Participant: _____

Address: _____