

# Terms and Conditions Summer Competition

1. **TERMS AND CONDITIONS.** Mount Annan FC Inc – Summer Competition  
TERMS Introduction The completed Team Nomination application form (Form) and these terms form a valid, binding and enforceable legal agreement (Agreement) between the persons named on the Form (you) and the Mount Annan FC Inc (ABN 58 023 844 584). By applying you agree to be bound by and comply with the Agreement and all applicable laws and regulations.

## **Team Nomination**

2. Your application for Team Nomination, Mount Annan FC will acknowledge your nomination via the provided email address confirming your Team nomination.
3. The Mount Annan FC will not:
  - process any Form which is incomplete; or
  - accept any changes to the Form (except for change of email Address which is your responsibility).
  - The Club reserves the right to not accept any application Form in its absolute discretion. The excepting of your team nomination will be dependent on the full payment.

## **Team Nomination Terms**

4. Change of address for a Team nomination the Team Representative must ensure that they advise Mount Annan Football Club as soon as they have a new Email Address. If the Team Representative who fail to advise the Club of a change of email address may result in teams not receiving the correct information relating to the Summer Competition.
5. For teams to reserve a spot within the Summer Competition a fee of \$50 is payable and is non-refundable.

## **Team Nomination Fees**

6. Team Nomination Fees are at the discretion of Mount Annan FC on a season by season basis. These fees will be based on the following factors:
  - FNSW registration fees for that season
  - Mount Annan FC running costs (amenities, lighting and field hire)
  - Referees fees
  - Once the competition commences the team nomination fees are non-refundable.

## **Prize Pool**

7. The club may determine the prize pool on a season by season, and Mount Annan FC reserves the right to amend, update or change the Terms and Conditions at any time without prior notice and you should periodically refer to them. The determination of such prize pool will include the following factors:
  - The number of teams in each division.
  - The number of players in each team, and
  - Only relates to the senior competition comprising of a final's series.
  - An example of the prize pool shall comprise a minimum of 8 players per team and the competition to comprise of minimum of 8 teams per division and a minimum of 8 rounds of competition. The maximum of any competition shall comprise of 10 players per team and the competition to comprise of a maximum of 10 teams per division and a maximum of 10 rounds.
  - The higher the number of players and teams per division the greater the prize pool awarded.
  - Pending the structure and size of the senior competition may depend on the number of teams to contest for the prize pool.

## **Payment**

8. By agreeing to pay Mount Annan FC via the Mount Annan FC Payment platform, you authorise Mount Annan FC, or associated third parties, to debit from your nominated Credit Card.
9. Teams should be aware that additional fees apply for cancellations.
10. It is your responsibility to ensure that enough funds are available in your nominated account for payments to be processed. Any fees levied to you by your financial institution for a dishonoured payment will be payable by you.
11. Mount Annan FC reserves the right to suspend or cancel your Team Nomination if on two consecutive occasions your payment cannot be processed due to insufficient funds in your nominated account.

## **Limitation of liability**

12. Nothing in this clause 5 affects your rights under the Competition and Consumer Act 2010 (Cth) (CCA) or similar legislation under which the Team's liability may not be excluded, restricted or modified by private agreement (Consumer Law Rights). Without limiting your Consumer Law Rights, nothing in this Agreement (including in this clause 6) is intended to have the effect of excluding, restricting or modifying.
13. The application of all or any of the provisions of Part 5-4 of Schedule 2 of the CCA (the ACL) dealing with remedies for breach of consumer guarantees.

14. The exercise of a right conferred by such a provision; or any liability we have in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.
15. The Mount Annan FC is liable to you for any:
- breach by the Club of any express term of this Agreement;
  - breach by the Club of any term implied into this Agreement under the general law; or
  - any tort committed by the Club (including negligence but not including fraud), the Club's liability to you is limited (at the Club's election) to the Club repaying any amounts paid by you under this Agreement to which you are entitled in accordance with the terms of this Agreement. This clause 6 does not apply to the extent that our own wilful or negligent acts or omissions cause your loss or damage.

### **Cancellation, Refunds and Replacements**

16. Once your Form is sent to the Club you cannot cancel your Team nomination and, without limiting clause 5, refunds and exchanges are allowed only as expressed in this Agreement.
17. The Mount Annan FC reserves the right to cancel a team nomination at any time if, in the Club's reasonable opinion, a member engages in disruptive behaviour which is deemed prejudicial, or likely to be prejudicial, to the interests or reputation to the game, Club, FNSW. Disruptive behaviour may include any attempted or actual act or omission by a person that constitutes a breach of the Terms of Admission, or Spectator Code of Behaviour; or behaviour that jeopardises, or has the potential to jeopardise, the safety or security of a Match.

### **Privacy**

18. The personal information that the Club collects from you is used and disclosed for the purposes set out in the Club's Privacy Policy available on our website, including processing your membership, the provision of football-related information.
19. The Club may use third parties to collect your personal information or give them your information to help us run its business or as required by law (such as IT providers, venue operators).
20. You may request access to your personal information that the Club holds by sending an email to [secretary@mtannanmustangs.com.au](mailto:secretary@mtannanmustangs.com.au)

## **General**

21. The Club may choose not to enforce a term of this Agreement in some cases in its absolute discretion without affecting its right to enforce that term in other cases.
22. All dates, times, participating teams and venues of Matches are as specified at [www.mtannanmustangs.com.au](http://www.mtannanmustangs.com.au) from time to time and may change without notice to you.
23. This Agreement: is governed by the law applicable in the state of New South Wales and each party submits to the jurisdiction of the courts of that state;
24. Is the entire agreement between Mount Annan FC and you in respect of its subject matter (subject to clause 6) and supersedes any prior agreement or representation?

## **Definitions**

25. In this Agreement: FNSW means Football New South Wales Limited (ABN 25 003 215 923 13), which is the state governing body of Football in NSW. Summer Competition means the state club competition to be staged by FNSW known as the Summer Competition (or a name as otherwise notified by FNSW). Email Address means the Email address as nominated by you on your Form or as varied by written notification to the Club. Match means a match in the Summer Competition in which the Club's team participates in at the date, time and venue and against the opposing team as specified on [www.mtannanmustangs.com.au](http://www.mtannanmustangs.com.au) from time to time, but excludes the Finals Series and any other match, competition or tournament staged or sanctioned by FNSW.