



**TERMS AND CONDITIONS  
OF COMPETITION FOR PLAYNETBALL.COM**

**ONCE YOU HAVE READ THIS DOCUMENT, AND ALL PLAYERS HAVE SIGNED BELOW, PLEASE RETURN IT TO THE REGISTRATION DESK.**

**WAIVER**

**EXCLUSION AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK ACKNOWLEDGEMENT DEFINITIONS:**

**Indemnitees** Playnetball.com Ltd and any employees and volunteers undertaking activity on behalf of Playnetball.com Ltd.  
**Indemnitor** The individual signing below, and his/her heirs, administrators, executors, and assigns.  
**Facilities** Any premises and equipment utilised (whether free or paid for) by the Indemnitees and employees and volunteers acting on behalf of the Indemnitees.

**RELEASE AND EXCLUSION OF LIABILITY** - The Indemnitees exclude all liability and responsibility for and the Indemnitor hereby releases the Indemnitees from any liability and responsibility for:

- 1) Any loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, or loss or damages arising from or connected in any way to business interruption, and whether in tort, negligence, contract or otherwise);
- 2) Any loss or damage from illness, injury and/or death that arises out of, or is connected with, or in any manner relates to, Indemnitor's use of the Facilities and/or services provided at the Facilities.

Indemnitor represents that:

- 1. I am 18 years of age or older.
- 2. I agree to abide by the Terms and Conditions and rules of the playnetball.com competition and understand that my place in the competition may be forfeited at the discretion of the management and without recourse to refund or compensation in accordance with the Terms and Conditions (as outlined on the competition website, on the pages to follow and available on request).
- 3. I am submitting this release, exclusion of liability, and assumption of risk declaration voluntarily and of my own free will.
- 4. I have no physical or emotional problems, nor any history thereof, which will impair my ability to utilise the Facilities and its services in a safe manner.
- 5. I understand and agree that it is my responsibility to assess the hazards presented by my use of the Facilities and services of the Facilities, and further agree that I am the ultimate judge as to whether I can use the Facilities and services without risk of harm to myself.
- 6. I understand and EXPRESSLY ASSUME all the dangers incident to using the Facilities and their services.
- 7. My use of the Facilities is entirely optional and my own free choice. If any part of this clause is held invalid, that invalidity will not affect other parts of this clause which can be given effect without the invalid part.

<b>TEAM NAME</b>		<b>Date:</b>
<b>Name (printed)</b>	<b>Email address</b>	<b>Signature</b>



## TERMS AND CONDITIONS OF COMPETITION FOR PLAYNETBALL.COM

### WAIVER / ACCEPTANCE OF TERMS AND CONDITIONS

All Participants of a Team are responsible for ensuring that they, other Participants in their Team and Spectators of that Team, are aware of this waiver.

#### 1. INJURY

Some basic first aid supplies are available for injuries to Participants caused through play, although we do not provide medical assistance. Any medical assistance or advice given is provided on a voluntary basis with the assumed consent of the injured Participant. There is no additional time played in the event of an injury. **PLEASE NOTE: Playnetball.com does not provide insurance for players. Players should arrange their own insurance.**

#### 2. CODE OF CONDUCT

The Company does not tolerate backchat, derogatory comments or abusive language or behavior towards The Company Staff, Participants or Spectators.

Umpires' decisions are final. Any questions or queries may only be clarified during match breaks. Failure to adhere to this term is a sending-off offence at the discretion of the umpires.

Dangerous/non-sporting behavior: All Participants/Spectators are required to ensure they do not endanger themselves or others whilst on The Company premises. Any Participant engaging in intentional and non-intentional dangerous play, as determined by The Company Staff, may be excluded.

Neither Participants nor Spectators are permitted to enter The Company premises whilst under the influence of drugs/alcohol and every effort will be made by the The Company Staff to ensure this doesn't happen. Participants found to be/suspected of playing under the influence of drugs and/or alcohol will be excluded.

#### 3. GLOVES, NAILS, TAPE, JEWELLERY, CLOTHING, FOOTWEAR

No form of glove should normally be worn playing netball but in accordance with "Netball England Domestic Rules Guidance", gloves can be worn in extreme weather conditions or with a medical condition on production of an appropriate medical certificate/letter. The player should ensure that the [glove] material worn does not endanger other player's safety and the player must ensure that they have appropriate personal liability insurance. Gloves should be plain, soft leather or micro fibre (e.g. Neoprene) which are manufactured without seams (or with internally sewn seams) and have no abrasive materials including but not limited to zippers, Velcro, metallic or plastic fasteners.

Nails should be short and smooth at all times (even if gloves are worn). Nail clippers are provided by the Company Staff. Tape may not be used to cover nails.

No jewellery may be worn with the exception of a wedding band which should be taped. Participants should bring their own tape to the courts. In exceptional circumstances, and, wholly at the discretion of The Company, offending jewellery that is irremovable may be taped.

Participants are expected to wear appropriate clothing and footwear to the courts. Laced sporting shoes with sufficient grip are required.

Participants will not be permitted on court if they do not meet these requirements. The Company has absolute discretion in deciding whether a Participant's clothing/footwear is appropriate.

#### 4. USE OF PARTICIPANT IMAGES

During the course of a tournament photographs may be taken for promotional and or social media purposes not limited to Facebook, Twitter, Instagram, Flickr, Company websites, sponsor/partner website and social pages, and flyers. Unless the participant requests in advance of the photograph being taken that their image is not used for this purpose, consent is implied.

#### 5. DATA PROTECTION

At playnetball.com/playvetsatillity.com, we do everything in our power to protect your data and give you full control over your personal data we use. Our aim is that you always feel informed and empowered with respect to safeguarding your own privacy. We process personal data in order to deliver our services to you.

We only ask for personal data when we need it for business purposes or to provide you with relevant information. You always have the opportunity to explicitly agree to the collection, use, disclosure, and sharing of the information you've provided. That applies even when you're browsing our website, where you can manage your cookie preferences. You can review your personal data and change your settings at all times.



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### 5.1 Why we collect personal data

All the personal data we process is lawfully obtained and with a legal basis. The purpose of the information we collect is so we can continue to conduct our day-to-day business, and enable you to use and hear about our services. Personal data can also help us to improve our products to fit the needs of our customers.

Just as keeping your data safe is our priority, so is protecting your rights and freedom as an individual, all in full compliance with global standards of rules and regulations for the protection of data. We process personal data based on a limited set of legal bases: 1) explicit consent (e.g. ticking a box on our website when you want to register in a league or signing the tournament waiver), 2) a legitimate interest to do so (e.g. web analytics or direct marketing when there is an existing relationship), and 3) we have a legal obligation to do so (such as storing financial billing data for the time-period required).

We collect personal data for specific purposes, and we'll always tell you what those are when we collect it. We'll use the collected data for that purpose alone, as long as our relationship stays the same. If our relationship changes, we may need more information. For example, if you fill out a form to request more information, we'll use your data to send it to you. If you then decide to become a customer and require an invoice, we need additional information including your billing address. Here's a list of the purposes we need information for.

- Sharing relevant information about our services,
- Creating an account that's connected to your person and company,
- Analysing usage of our services,
- Keeping your account secure.

You will always have the choice to provide personal data or not. We will tell you the implications of not providing the information asked for when you choose not to do so.

### 5.2 What data we collect

Registering to join our tournament requires you to leave appropriate details, specific to that purpose. We never collect more data than we need and may ask for additional data at the appropriate time. The personal data we collect may include:

- Name,
- Contact details,
- Netball data,
- Location data.

### 5.3 How we collect and use data

The information below is not exhaustive and might be updated in accordance to new legislation, or because further clarification is needed based on a new service. When browsing our website we automatically collect data by placing cookies and trusted tracking technologies on your browser. The information we collect helps us to maintain and improve our website and business and usually includes:

- your IP address,
- browser type,
- the pages you've visited and in what order and
- if you are a new or recurring visitor.

We use this data to ensure the website works correctly. It also helps us to generate and review data, and create reports describing our website user base and usage patterns. Whenever you sign up on our website, we ask for some personal data like your email address, company, name, and the content of your inquiries. The particular fields to fill in may differ per form, we'll never ask you for irrelevant information, and we'll always use the data for the purpose you submitted it for.

### 5.4 Sharing information

We always make sure that the parties we work with adhere to the GDPR Privacy and Security Standards. Additionally, we will make sure that another party will not use the data you have entrusted to us for any other purpose than delivering the service you signed up for. Here's why and with who we share information:

- Third party service and technology providers who perform necessary actions on our behalf. We can share personal data with third-party service providers, like our emailing provider and telephone messaging provider.

### 5.5 Retention of personal data

Personal data related to our services, such as telephone numbers, geographic data, and message body, have a default retention period of 6 years. Each tournament you register with us to play netball, will restart the default retention period. If playnetball.com is sold, within the default retention period, we will pass on your personal data to the new owner. If you would like to review, amend, transfer or request to delete personal data during the default retention period, you can contact us at [info@playnetball.com](mailto:info@playnetball.com).