NORTH EAST FOOTBALL

Terms and Conditions

Terms and Conditions of Registration and Participation

Applies to all North East Football programs, including Friday Night 3v3 Football, Summer Sevens, Chaos Football, and NEF Academy programs

Effective from July 2026

This document sets out the terms on which North East Football ("NEF", "we", "us") offers its programs to Participants ("you", or where the Participant is under 18, their parent or legal guardian acting on the Participant's behalf). Please read it in full before registering. The specific fees, dates, venue, age eligibility, and format for the Program you are registering for are set out separately at the time of registration and, together with this document, form the full terms of your registration.

A. About North East Football

1. North East Football is a privately owned and operated grassroots football business based in Wodonga, Victoria, delivering a range of football programs including, but not limited to, Friday Night 3v3 Football, Summer Sevens, Chaos Football, and NEF Academy programs, at venues notified to participants from time to time (each a "Program").

2. "Participant" means the individual taking part in a Program. Where a Participant is under 18 years of age, these Terms and Conditions are accepted on their behalf by their parent or legal guardian, who must complete registration. Where a Participant is 18 years of age or over, they register and accept these Terms and Conditions themselves. In either case, the person who accepts these Terms and Conditions at registration is referred to as "you" in this document.

3. Some clauses in this document apply only where a Participant is under 18 (in particular clause E, Child Safety, and parts of clauses F and I); these are noted where relevant.

B. Registration and Eligibility

4. Registration is completed online for the specific Program you are joining and is not confirmed until full payment (or an approved payment arrangement) has been received.

5. Each Program has its own age eligibility, format, and other requirements, which are set out at the time of registration for that Program. We reserve the right to place a Participant in a different age division or group than initially selected where necessary for balance or safety, at our reasonable discretion and in consultation with you.

6. If registering on behalf of a Participant under 18, you confirm you are their parent or legal guardian and hold legal authority to enrol them and accept these Terms and

Conditions on their behalf. If registering as an adult Participant, you confirm the details you provide are accurate.

7. Accurate and current contact, medical, and emergency contact information must be provided at registration and kept up to date. We rely on this information for the safety of all Participants.

C. Fees, Payment, Cancellation and Refunds

Fees

8. Fees, season length, and payment terms vary by Program and are set out at the time of registration for that Program.

9. Fees must be paid in full prior to the Participant's first session unless an alternative arrangement has been agreed with NEF in writing.

Cancellations by NEF

10. We may cancel or postpone a session due to circumstances outside our reasonable control, including severe weather, ground closure, venue unavailability, or safety concerns. We will notify you as soon as reasonably possible, using the contact details provided at registration.

11. Where a session is cancelled by NEF, we will, at our discretion, either schedule a make-up session by extending the season by the equivalent number of weeks, up to but not exceeding two weeks (unless a different arrangement is specified for that Program), or provide a pro-rata credit or refund. NEF is not liable for any other loss or expense arising from a cancelled session.

Withdrawal and refunds by participants

12. Where a participant withdraws before the season begins, a full refund less a reasonable administration fee will be provided.

13. Once the season has commenced, fees are generally non-refundable, except where required by the Australian Consumer Law (for example, where the Program is not delivered with due care and skill) or at NEF's discretion in cases of documented long-term injury or illness, assessed on a case-by-case basis.

14. Nothing in this clause limits any right to a remedy that cannot be excluded under the Australian Consumer Law.

D. Risk Warning, Assumption of Risk and Liability

Victoria's regime for recreational service providers works differently from most other states. Section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic) allows NEF to exclude specific Australian Consumer Law guarantees (that services are provided with due care and skill, are fit for purpose, and will achieve any stated result) for recreational services, but only if the prescribed warning form set out in Schedule 2 of the Australian Consumer Law and Fair Trading Regulations 2022 is used, essentially word-for-word, and shown to you before the Program begins.

The notice below reproduces the current wording published by Consumer Affairs Victoria for a document you are asked to accept. The prescribed wording still refers to "signing" the form; for online registration, ticking "I accept" satisfies this and operates as your signature for the purposes of this notice.

Notice under the Australian Consumer Law and Fair Trading Act 2012 (Vic)

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

15. Participation in NEF Programs carries a risk of physical harm to Participants, including but not limited to collision with other players, falls, sprains, fractures, and, in rare cases, serious injury.

16. By registering, you acknowledge having read and understood the notice above and voluntarily agree, on behalf of the Participant, to its terms.

17. This notice and any exclusion of guarantees does not apply, and NEF remains liable, where death or personal injury is caused by gross negligence on NEF's part, as defined in the Australian Consumer Law and Fair Trading Regulations 2022 (Vic).

18. To the maximum extent permitted by law, and subject to clause 17 above, NEF, its facilitators, coaches, contractors, and venue operators exclude liability for any loss, injury, illness, or damage arising from participation in a Program, except to the extent

caused by our negligence in circumstances not covered by the exclusion referred to above.

19. NEF holds public liability and personal accident insurance for its programs through Gow-Gates Insurance Brokers, covering Participants while taking part in official sessions. This cover is separate from, and not equivalent to, any insurance provided through Football Australia or Football Victoria member registration, and is subject to the policy's own terms, limits, and exclusions. You are still encouraged to hold your own ambulance cover, as personal accident policies typically do not cover ambulance transport costs.

E. Child Safety

This clause applies to Programs, or parts of Programs, involving Participants under 18 years of age.

20. NEF is committed to the safety and wellbeing of all children taking part in its programs and complies with Victoria's Child Safe Standards, as set out in the Child Wellbeing and Safety Act 2005 (Vic) and overseen by the Victorian Social Services Regulator (formerly the Commission for Children and Young People).

21. All NEF staff, facilitators, and volunteers who work directly with children hold a current Working with Children Check (WWCC) and are subject to reference and identity screening prior to engagement.

22. NEF maintains a Child Safety and Wellbeing Policy and a Code of Conduct covering participants, parents, spectators, coaches, facilitators and match officials, copies of which are available on request. Any concern about the safety or wellbeing of a child should be raised immediately with the session coordinator or directed to the contact details in clause L.

23. NEF will respond to any report or disclosure of harm in line with Victorian reporting obligations, including notifying relevant authorities where required by law.

F. Codes of Conduct

24. All Participants (and, where a Participant is under 18, their parent or guardian) must comply with NEF's Code of Conduct, as must all parents, spectators, coaches, facilitators, and match officials. A copy of the Code of Conduct is provided at registration and available at any time on request, and it forms part of these Terms and Conditions.

25. NEF may, at its discretion, ask any person to leave a session, and may suspend or terminate a Participant's registration without refund, for serious or repeated breaches of the Code of Conduct.

G. Photography, Video and Social Media Consent

26. NEF may take photographs and video during sessions for use in social media, promotional material, our website, and internal records.

27. By registering, you consent to the Participant's image being used for these purposes, unless NEF is notified in writing at the time of registration (or at any time afterwards) that consent is withheld or withdrawn.

28. No Participant will be identified by full name alongside their image in public-facing material without separate consent. Consent may be withdrawn at any time by contacting NEF using the details in clause L; withdrawal will apply to future use only.

H. Privacy and Personal Information

29. NEF collects personal information (including Participant name, date of birth, contact details, and relevant medical/allergy information) and, where the Participant is under 18, parent/guardian contact details, for the purposes of administering our programs, ensuring Participant safety, and communicating with Participants and families.

30. This information is handled in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). Medical and health information is treated as sensitive information and is used only for safety and emergency response purposes, including sharing with facilitators, first-aid providers, or emergency services where necessary.

31. Personal information is not sold or disclosed to third parties for marketing purposes. Information may be disclosed where required by law or to protect the safety of a Participant.

32. You may request access to, or correction of, the personal information NEF holds about yourself or the Participant by contacting NEF using the details in clause L.

I. Medical Information and Emergency Treatment

33. You must disclose any medical condition, allergy, or injury that may affect the Participant's safe involvement in a Program, and must keep this information current.

34. In the event of an injury or medical emergency where you cannot be immediately contacted, you authorise NEF staff to arrange or consent to necessary first aid or emergency medical treatment, including ambulance transport, for the Participant, and agree to reimburse any reasonable costs incurred as a result. Where the Participant is 18 or over and contactable, NEF will seek their consent directly wherever practicable.

35. NEF facilitators hold current first aid qualifications appropriate to community sport delivery, but NEF is not a medical provider and does not guarantee the availability of on-site medical staff.

J. Independent Status

36. North East Football is independently owned and operated and is not affiliated with, or registered under, Football Australia, Football Victoria, or any local Football Association. Participation in a Program does not carry the membership or registration benefits of an affiliated club. NEF holds its own public liability and personal accident insurance, as described in clause 19, which is separate from and not equivalent to FA/FV-affiliated club insurance.

K. General Terms

37. NEF may amend these Terms and Conditions from time to time. The current version will be made available at registration and on request; continued participation in a season following notice of a material change constitutes acceptance of the updated terms.

38. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions continue in full force and effect.

39. These Terms and Conditions are governed by the laws of Victoria, Australia.

40. Nothing in these Terms and Conditions excludes, restricts, or modifies any right or remedy conferred on a participant by the Australian Consumer Law or any other legislation that cannot lawfully be excluded.

L. Contact and Concerns

For registration queries, refund requests, child safety concerns, or to update consent preferences, please contact:

North East Football

Email: admin@northeastfootball.com.au

Acknowledgement and Acceptance

By registering online for a North East Football Program, I confirm that:

- if the Participant is under 18, I am their parent or legal guardian and have authority to accept these terms on their behalf; or if the Participant is 18 or over, I am the Participant registering myself;
- I have read, understood, and accept these Terms and Conditions in full, including the Risk Warning at clause D;
- I consent to the collection and use of personal and medical information as described in clauses H and I;
- I understand that North East Football operates independently of any football governing body, as described in clause J;
- I have read, understood, and accept NEF's Code of Conduct, which forms part of these Terms and Conditions.

Registration for all Programs is completed online. By ticking "I accept" (or equivalent) and completing the online registration process, you are agreeing to these Terms and Conditions in full and this constitutes your acceptance — no handwritten or physical signature is required. Your acceptance is recorded electronically against your registration, together with the name of the person accepting these terms, the Participant's name, and the date and time of registration.