



Online Systems: Conditions of Use

NATIONAL POLICY

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ONLINE SYSTEMS: CONDITIONS OF USE

1. Purpose

- 1.1. Tennis Australia (**TA**) provides access to a number of Online Systems for the benefit of tennis players, tennis fans and other tennis stakeholders.
- 1.2. It is important that members of the tennis community recognise that having access to TA's Online Systems is a privilege not a right. It is important that users conduct themselves appropriately and behave with respect whilst using the Online Systems.
- 1.3. The purpose of these Online Systems: Conditions of Use (**Conditions of Use**) is to protect, promote and educate the tennis community on using TA Online Systems in a safe and appropriate manner. It is ultimately each user's responsibility to comply with these Conditions of Use and make informed decisions on how to use the Online Systems appropriately.

2. Application

- 2.1. These Conditions of Use apply to all individuals and organisations who use and access TA's Online Systems.
- 2.2. All users have the responsibility to comply with these Conditions of Use.
- 2.3. Australian Tennis Organisations (**ATOs**) must:
 - (a) adopt and comply with these Conditions of Use; and
 - (b) recognise and enforce any sanction(s) imposed under these Conditions of Use.
- 2.4. These Conditions of Use are to be read in conjunction with TA's Member Protection Policy (**MPP**), Safeguarding Children Code of Conduct, Disciplinary Policy, Social Media Policy and TA's People and Culture Policies (**Other TA Policies**) as amended from time to time.
- 2.5. If anything in these Conditions of Use is inconsistent with any Federal, State or Territory law, the relevant Federal, State or Territory law prevails to the extent of the inconsistency.

3. Definitions

- 3.1. Capitalised terms used, but not defined in these Conditions of Use have the meaning given to them in TA's MPP.
- 3.2. The terms below have the following meanings in these Conditions of Use:

Australian Tennis Organisation (ATO) includes Tennis Australia, Member Associations, Affiliated Organisations, Regional Associations and Affiliated Clubs.

Online Systems includes the numerous online platforms, systems, portals and webpages that TA provides to players, fans and other tennis stakeholders. This includes, but is not limited to, MyTennis, Bounce, Tournament Software and ClubSpark. These systems are generally operated by TA on servers in Australia but may be operated by third parties contracted by TA using servers both in Australia and overseas.

Personal Information means any information, or an opinion, about an identified individual, or an individual who is reasonably identifiable. This may include, but is not limited to, an individual's name, date of birth, address or contact information.

4. Conditions of using Online Systems

4.1. TA wants everyone who uses the Online Systems to have a safe and enjoyable experience and TA needs your help to ensure this is the case.

4.2. As such, in using the Online Systems you agree that you will not:

- (a) post content that:
 - i. contains hate speech or may be interpreted as being racially offensive;
 - ii. is threatening, aggressive, abusive, offensive, intimidating, sexually explicit, racist, sexist or otherwise inappropriate;
 - iii. constitutes pornographic or profane material, or contains nudity or graphic or gratuitous violence;
 - iv. is likely to or intended to incite violence;
- (b) use an Online System for any improper or unlawful purpose, including without limitation:
 - i. stalking, harassing, bullying or discriminating against other users;
 - ii. misleading or deceptive conduct, defamation or a breach of confidence;
 - iii. posting content that interferes with the conduct of any event or activity run by an ATO;
 - iv. accessing, disclosing and/or using Personal Information stored in an Online System for a purpose other than the primary purpose that such information was collected (unless an exception applies under the Australian Privacy Principles). Note that exceptions under the Australian Privacy Principles include, but are not limited to where:
 - A. the individual has consented to their personal information being used or disclosed for a specific purpose other than the primary purpose;
 - B. the individual would reasonably expect the use or disclosure of their personal information for a purpose other than the primary purpose, and that other purpose is related to the primary purpose of collection; or
 - C. the use or disclosure for a purpose other than the primary purpose is required or authorised by or under an Australian law or a court/tribunal order;
- (c) impersonate any other person or entity while using the Online Systems;
- (d) upload viruses or other malicious code designed to damage the Online Systems;

- (e) do anything that could disable, overburden, or impair the proper working or appearance of an Online System;
- (f) copy or reverse-engineer any Online System;
- (g) collect content from any Online System using automated means (such as harvesting bots, robots, spiders, or scrapers); or
- (h) post or send unauthorised commercial communications (such as 'spam' or advertisements) on, or using personal information from, the Online Systems.

4.3. TA may delete any content from any Online System at any time (in its sole and absolute discretion).

5. Intellectual Property

5.1. All copyrights in all components of the Online Systems are owned or licensed by TA unless otherwise indicated.

5.2. You must not copy, modify or transmit any component of or material from the Online Systems without TA's consent. In particular, you must not incorporate any component or material from any part of an Online System in any commercial work or publication, and no component or material from an Online System may be distributed or copied for any commercial purpose. You may save, print or reproduce copy from the Online Systems **solely** for your personal (non-commercial) education or information.

5.3. The Online Systems also contain trademarks which may be registered and other intellectual property rights or otherwise protected by law. These include without limitation the TA logo and the logos of tennis tournaments. You are **not** permitted to copy or use these trademarks.

5.4. Where you are invited to submit any contribution to an Online System (including text, photographs, graphics, video or audio) you agree, by submitting your contribution, to:

- (a) warrant to TA that your contribution is your own original work, is not defamatory, does not infringe any law, that you have the right to make it available to TA and will not infringe or violate any other person's rights, including their intellectual property rights; and
- (b) grant TA a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, modify, distribute, and exercise all copyright and publicity rights with respect to your contribution worldwide. If you do not want to grant to TA the rights set out above, you should not submit your contribution to any Online System.

5.5. You are not permitted to publish links to Online Systems on your own websites or systems without TA's express permission.

6. Your Personal Information

6.1. TA respects your privacy. The personal information you submit while using an Online System will be collected, used and disclosed in accordance with any privacy statement disclosed to you and TA's Privacy Policy (<http://www.tennis.com.au/privacy>), which contains information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy, and how the complaint will be dealt with.

- 6.2. In certain limited situations, the information that you submit while using an Online System may be made publicly available in accordance with TA's Privacy Policy. For example:
- (a) if you are a TA coach member, your business and contact details may be advertised to prospective participants at www.tennis.com.au; or
 - (b) if you are a tennis player with TA, your name, age/year of birth, location and/or contact details may appear on tennis rankings, tournament schedules, competition schedules and results pages.
- 6.3. It is your responsibility to keep your personal details, including contact information, accurate and up-to-date so TA can most effectively communicate with you and operate the Online Systems for your benefit.

7. Anti-spam notice

- 7.1. You **must not** use any personal information (including, but not limited to names, locations and any email addresses) that appears on an Online System without express consent to send out unsolicited commercial electronic messages (whether by you personally or by another third party).

8. Sign on credentials

- 8.1. You may be required to register or sign-on as a user to access certain areas of the Online Systems. You may need to provide an ID, username, password or other sign-on credentials when doing so. You must ensure that you keep your sign-on credentials secret and that you do not disclose them to anyone – as you are responsible for all activities undertaken under your sign-on credentials.
- 8.2. It is your responsibility to notify TA immediately of any unauthorised use of your sign-on credentials as soon as you become aware of it.
- 8.3. You must not transfer your sign-on credentials to anyone without first obtaining TA's permission.
- 8.4. TA may merge your records if you have duplicate or superfluous sign-on credentials or other records on Online Systems in order to improve the operation of the Online Systems for your benefit.
- 8.5. If you are under 16 years old, you should obtain the consent of your parent or guardian before using or registering for an Online System.

9. Administrators

- 9.1. Some components of Online Systems are only accessible by specific TA Personnel, ATOs' Personnel, or particular groups of TA stakeholders (i.e. Tournament Directors, coaches, officials or schools) for the purpose of granting them the ability to administer elements of Online Systems. If you are an administrator of an Online System, your role is to:
- (a) ensure that the information you record in an Online System is accurate and complete;
 - (b) update information in Online Systems as and when you become aware that the information is out-of-date;
 - (c) maintain the security of your administrator sign-on credentials;

- (d) comply with all aspects of these Conditions of Use; and
- (e) if you are recording, accessing, disclosing and/or using Personal Information in an Online System, ensure:
 - i. the relevant individual is notified that their Personal Information will be used in accordance with TA's Privacy Policy (as defined in clause 6.1); and
 - ii. such Personal Information in the Online System is used only for the purpose it is provided (being for tennis activities and not for any other purpose).

10. No liability for content

- 10.1. TA may update any content on any Online System from time to time at its discretion, without notice.
- 10.2. The Online Systems may contain links to other websites or systems including social media channels. TA provides these links as a courtesy and ready reference for engaging in tennis and not as an endorsement of any website or system, its operator or any goods or services promoted. TA is not responsible for, and will not be liable in respect of, the content or operation of any other websites or system.
- 10.3. Subject to any applicable law:
 - (a) you use the Online Systems at your own risk;
 - (b) TA provides you with access to the Online Systems without any express or implied warranties, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement;
 - (c) TA does not guarantee, or make any representations or warranties that the Online Systems will always be safe, secure, complete, available, and free of errors;
 - (d) TA excludes all warranties, whether express or implied, in relation to the Online System and any goods or services accessible or promoted via the Online Systems.
- 10.4. TA excludes and will not, in any case, be liable for:
 - (a) any direct loss or damage that you may suffer as a result of using the Online Systems;
 - (b) any loss of profit, business opportunity, goodwill, anticipated savings or data, or for any special, indirect, incidental or consequential loss or damages of whatsoever kind resulting from your use of the Online Systems, even if TA was aware or ought to have been aware of the possibility of such loss or damage;

however arising, whether in contract, tort, negligence, misrepresentation or otherwise.

11. If you are concerned speak up

- 11.1. If users are genuinely concerned that there has been any conduct which may amount to a breach of these Conditions of Use, they should speak up. TA encourages Personnel to report any use of Online Systems which they suspect contravenes these Conditions of Use.

- 11.2. If any person suspects that these Conditions of Use have been breached, they may make a report to:
- (a) A Member Protection Information Officer of an ATO;
 - (b) a TA Integrity Officer (via email to integrity@tennis.com.au or by completing [this online form](#)); or
 - (c) TA's Whistleblower Service - Stopline (via phone on 1800 117 233, email to tennis@stopline.com.au or their website),
- (in each case, a **Report**).
- 11.3. Following receipt, the Report must be registered with the TA Integrity and Compliance Unit (**TAICU**) through TA's online Complaint Management System (**CMS**).
- 11.4. If a Report involves alleged conduct that amounts to a potential breach of these Conditions of Use and Other TA Policies, action may be taken under these Conditions of Use and/or one or more applicable Other TA Policies.

12. Investigations

- 12.1. A member of the TAICU may investigate any Report.
- 12.2. At the commencement of the investigation of a Report, a member of the TAICU must notify the Respondent in writing of the following:
- (a) that these Conditions of Use apply;
 - (b) the details of the alleged breach/es (as well as providing a copy of these Conditions of Use); and
 - (c) that the Respondent may provide a response to the alleged breach/es within seven (7) days, or such other period determined by the member of the TAICU,
- (**Notice of Alleged Breach/es**).
- 12.3. The investigation process may or may not include any one or more of the following steps:
- (a) collecting witness statements;
 - (b) conducting interviews;
 - (c) conducting a forensic investigation of the Online Systems;
 - (d) collecting any other information deemed relevant or necessary;
 - (e) requesting a written response from the person alleged to have breached these Conditions of Use (**Respondent**); and/or
 - (f) requesting a written response from any other parties involved in or connected to the Report.

12.4. The Respondent must provide their response within the timeframe stipulated in the Notice of Alleged Breach. The member of the TAICU conducting the investigation has discretion to determine whether to extend the time by which a response may be received.

12.5. Following the investigation of a Report, the TAICU has the power to determine that TA:

- (a) take no further action; or
- (b) declare a breach/es of these Conditions of Use has occurred.

13. Breaches and suspected breaches

13.1. In circumstances of a suspected breach of these Conditions of Use, TA or the relevant ATO may:

- (a) make a necessary public comment such as a correction, clarification, contradiction, or apology in regard to the breach; and/or
- (b) report the suspected breach to the Police and/or relevant government agency (i.e. eSafety Commissioner) for further investigation.

13.2. In circumstances of a breach of these Conditions of Use, TA or the relevant ATO may:

- (c) block the Respondent's access to Online Systems;
- (d) deactivate any sign-on credentials the Respondent holds;
- (e) impose a warning;
- (f) issue a censure;
- (g) suspend, cancel or revoke any accreditation, licence, membership or affiliation the Respondent has with TA and/or the relevant ATO;
- (h) ban the Respondent from taking part in any tennis activity, function or role for a period of time not exceeding two years; and/or
- (i) take any other action which TA deems necessary, proportionate and reasonable.

14. Review and Promotion

14.1. These Conditions of Use will be reviewed on a regular basis. In addition to this regular review, recommendations for changes to these Conditions of Use may be submitted to the TAICU via integrity@tennis.com.au for consideration. If changes are made, these Conditions of Use will be updated via TA's website.

14.2. These Conditions of Use will be made available to the general public on TA's website and will be communicated to all Board and staff members of TA and all ATOs.

14.3. Should a person wish to make any enquiries in relation to these Conditions of Use, please contact the TAICU via integrity@tennis.com.au.

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Tennis acknowledges the Traditional Custodians of the land on which we work, rest and play, and pay our respect to Elders past and present.