

CLUB MEMBERSHIP TERMS AND CONDITIONS

The following terms and conditions must be read carefully. In consideration of the Club's application for membership (or application to renew its membership) being accepted, as an authorised representative of the Club, you acknowledge and agree to the terms and conditions set out below.

1. **Definitions:** in these terms and conditions:

"**Club**" means the club that is the subject of this membership application (or membership renewal application).

"**LiveHeats**" means LiveHeats Pty Ltd (ABN 73 612 699 564)

"**SA**" means Surfing Australia Limited (ABN 91 828 043 399).

"**SNSW**" means Surfing NSW Inc (ABN 72 975 271 258).

"**Surfing Activities**" means performing or participating in any capacity, including as a member, in any authorised or recognised activity conducted by SNSW or SA.

2. **Authorised Representative of the Club:** By completing the application for membership, you warrant that you are an authorised representative of the Club and you are authorised to make this application on behalf of the Club.
3. **Rules of membership and participation:** If this membership application (or membership renewal application) is accepted by SNSW, the Club will become a member of SNSW and SA. Upon becoming a member of SNSW and SA, each of SNSW and SA's constitutions will comprise a contract between the Club and the relevant organisation and the Club will be bound by it and such by-laws, policies and codes of conduct as the relevant organisation determines to be applicable from time to time. The Club is bound to each subsequent amended version of the SNSW and SA's constitution, by-laws, policies and codes of conduct and are bound to each for the entirety of the duration of its period of membership. The Club shall submit to any disciplinary measures taken against it and shall take any appeals and litigation before the authorities provided for in the relevant constitutions and by-laws. The Club acknowledges and agrees it is bound by the National Integrity Framework.
4. **Fees:** The Club will pay on demand the prescribed or stated fees for affiliation with SNSW and SA and for any Surfing Activities. The Club acknowledges that SNSW charges a fee to each participant (Individual Member) registered with the Club and such fee must be collected by the Club within the registration process and remitted to SNSW. SNSW shall invoice the Club and such amount must be paid in full by the Club in accordance with SNSW's payment terms.
5. **Participant registration platform:** The Club must ensure all participants and Club members are registered using the online registration platform provided by SNSW and SA. The Club acknowledges SNSW will assume a master parent position in the technology hierarchy.
6. **Insurance:** Some limited person accident insurance may be available to participants (registered Individual Members). The Club must obtain from the participant (Individual Member) and provide to SNSW such information to enable the provision of personal accident insurance, as requested by SNSW from time to time.
7. **Requests for information:** SNSW and SA may request information from a Club about matters including their participants (Individual Members), management, facilities, finances and policies and the Club must provide such information on request.
8. **Data and privacy:** The Club acknowledges and agrees that data (including personal information) provided as part of the Club's membership of SNSW and SA or provided by a participant (Individual Member) is used by SNSW and SA and they may use or disclose personal information and other data for the purpose of providing member services or promotional material, for direct marketing, or otherwise at the discretion of SNSW and/or SA. SNSW and SA may share information provided by the Club with each other and third parties, including other organisations involved in Surfing Activities such as other surfing member states, organisations involved in other related activities in New South Wales or Australia; companies engaged by SNSW or SA to carry out functions and activities on their behalf including direct marketing; SNSW's or SA's professional advisers, including accountants, auditors and lawyers and insurers; however the information is not generally disclosed to anyone outside Australia. SNSW and SA may publish names and results from events, series or competitions in official programs, newsletters and websites. If using LiveHeats as your membership management tool, the Club acknowledges and agrees that by registering as a member of SNSW (or renewing its membership), the Club's LiveHeats account will be linked to SNSW on LiveHeats and that all of the Club's data on LiveHeats, including personal information of its members and any participant in an event or series (including date of birth, emails, address and other information), will be visible and exportable by SNSW. The Club agrees SNSW may access the Club's LiveHeats account and log in, access, set up, manage and export data from the Club's account.
9. **Entire agreement:** These terms and conditions (and the documents to which they refer) constitute the entire agreement between the parties in respect to the Club's affiliation with SNSW and SA and supersedes all other agreements, understandings and representations and negotiations with SNSW and SA in relation to Club member affiliation. To the extent that any clause of these terms and conditions is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.
10. **Governing Law:** The governing law of these terms and conditions is the law of the State of New South Wales. The Club irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts of New South Wales and waives any right to object to the exercise of such jurisdiction.