



Date: _____

Print Name: _____ (you, the Player)

Address: _____

Re: SUFC Player Participation Agreement (Agreement)

Sydney University Football Club (**SUFC**, the **Club**) is a participant in the Sydney Rugby Union (**SRU**) competition and requires skilled players to volunteer to represent the Club in the competition. SUFC is excited to give you the opportunity to represent the Club on the terms of this Agreement. You, as an amateur player, are eligible to volunteer to play for the Club in the SRU competition.

This Agreement is made on the date that it is signed by both parties, or if each party has signed the Agreement on different dates, the date the Agreement was last signed. Please read this Agreement carefully.

The parties agree that:

1 Definitions

- 1.1 **Agreement** means this SUFC Player Participation Agreement;
- 1.2 **ARU** means Australian Rugby Union Limited, now known as Rugby Australia ACN 002 898 544;
- 1.3 **ASADA** means the Australian Sports Anti-doping Authority;
- 1.4 **ASDA** means the Australian Sports Drug Agency;
- 1.5 **IRB** means the International Rugby Board, now known as World Rugby;
- 1.6 **Personal Information** has the meaning given in the *Privacy Act 1988* (Cth);
- 1.7 **Rugby Activities** means any playing, training sessions, information, fitness, strategy or development session, camp, meeting or other activity relating to your development as a rugby player as required by SUFC;
- 1.8 **SANZAR** means SANZAR Pty Limited ACN 069 272 304;

- 1.9 **Sensitive Information** has the meaning given in the *Privacy Act 1988* (Cth);
- 1.10 **SUFC 2020 Players Handbook** means the 2020 players handbook published by SUFC;
- 1.11 **SUSF Privacy Policy** means the privacy policy available online at:
https://www.susf.com.au/files/2016_SUSF_privacypolicyedit.pdf;
- 1.12 **Super Rugby** means the southern hemisphere professional rugby competition, run annually by governing body SANZAR;
- 1.13 **Sydney Premiership Rugby Club** means a NSW rugby union club other than SUFC competing in a SRU competition, including, without limitation, the Shute Shield competition;
- 1.14 **WADA** means World Anti-Doping Agency; and
- 1.15 **WR** means the World Rugby organisation operated by the World Rugby Council.

2 Term

You agree to volunteer for SUFC as a rugby player for fixed period of 1st November 2019 to 31st October 2020 (**Term**), unless this Agreement is terminated by either party before the expiry of the Term.

3 Player participation

- 3.1 Your conduct as a volunteer SUFC rugby player has the potential to affect SUFC's reputation and the sport of rugby union. Accordingly, SUFC expects that you will act in a manner which upholds SUFC's reputation, including by conducting yourself with due care and skill in a proper and competent manner and performing to the best of your skill and ability at all times.
- 3.2 To uphold SUFC's high standards, you are expected to act appropriately both on and off the field. It is expected that you will at all times abide by the applicable rules, determinations or resolutions of SUFC and the rules and by-laws of the SRU, ARU and WR.
- 3.3 You agree that you will:
- (a) not consume, nor encourage the consumption of performance-enhancing drugs, stimulants or other substances;
 - (b) abide by the relevant doping policy of the ARU, ASADA and the WADA;
 - (c) not bet on games involving clubs in the SRU;
 - (d) not offer or receive any bribes in relation to your performance (and you should report any attempted bribes to SUFC as soon as possible after the attempt is made); and
 - (e) keep all products (including playing and training uniforms) issued by SUFC in good condition and not sell or otherwise dispose of such products.
- 3.4 While representing SUFC, SUFC will give you a number of opportunities which will assist you to broaden your skills and build your public profile as a player. SUFC expects that you will take advantage of these opportunities for your own benefit, and so that you are able to perform to the best of your ability for SUFC. In this respect, you are encouraged by the SUFC to:
- (a) play rugby for SUFC in the teams and at the dates, times and venues nominated by SUFC;
 - (b) participate fully in all Rugby Activities required of you by SUFC to the best of your ability and in accordance with the laws of the game and all other applicable rules, regulations and directives including but not limited to those determined by SUFC, the IRB, ARU or SRU;
 - (c) comply with all reasonable requirements of SUFC relating to preparation for matches, player reviews, attendance at social functions, presentations, or other events including player education seminars nominated by SUFC, and behaviour and dress at such events;
 - (d) do everything reasonably necessary to obtain and maintain the best possible physical condition;

- (e) complete ASDA on-line e-learning modules as directed by SUFC from time to time;
- (f) not engage in any dangerous or hazardous activity which in the reasonable opinion of SUFC may affect your ability to perform your obligations under this Agreement without first obtaining the consent of SUFC, which consent shall not be unreasonably withheld;
- (g) not give or allow any person any recorded or other interview for broadcast or write any article relating to SUFC for any newspaper, journal, magazine or website publication without first obtaining the consent of SUFC which consent must not be unreasonably withheld;
- (h) conduct yourself as to uphold the good reputation of SUFC and not bring SUFC or the game of rugby union into disrepute; and
- (i) give your best efforts and loyalty to SUFC.

4 **No employment**

- 4.1 You agree that this Agreement does not constitute a contract of employment between you and SUFC and it may be terminated at any-time and for any reason.
- 4.2 You agree that you play rugby union for the SUFC on a voluntary basis and will not make any claim for employee entitlements including but not limited to salary, wages, penalty payments or overtime, superannuation, notice of termination or paid leave entitlement or any other entitlements afforded to employees under the *Fair Work Act 2009* (Cth) or any other applicable legislation from time to time. Similarly, no relationship of principal and contractor or agency is created between you and SUFC.
- 4.3 You may have employment during the term of the Agreement. However, you agree to notify of SUFC of any employment you undertake during the Term and you will use your best endeavours to ensure that your employment does not interfere with your playing, training, travel and promotional obligations to SUFC.

5 **Benefits**

By volunteering to be a player for SUFC, SUFC will provide you with benefits that are reasonable and necessary for you to participate in the game of rugby as a SUFC player.

6 **Reasonable restraint**

- 6.1 With the exception of your commitments under clause 14, during the Term you must not, without the prior written consent of SUFC, which will not be unreasonably withheld:
 - (a) Play rugby or engage in activities related to rugby, including strength and conditioning training, other than matches and activities played or performed under the control of or authorised by SUFC;
 - (b) Play any other football code or engage in activities related to any other football code including but not limited to rugby league;
 - (c) Play other sports, engage in recreation, undertake employment or engage in other activities, where there is a significant risk of personal injury or there is pre-arranged media coverage; or
 - (d) Participate in any sporting activity where you are paid for your participation.
- 6.2 You warrant that, at the time you sign the attached copy of this Agreement, you have made no contract, arrangement or commitment (whether or not legally binding) to engage in any of the activities in clause 6.1(a) and (b) above, and that you have disclosed to SUFC any contract, arrangement or commitment you have made to engage in any of the activities in clause 6.1(c) above. You undertake not to make any contract, arrangement or commitment to engage in any of the activities in clause 6.1(a), (b), (c) and (d) above during the Term except as authorised by SUFC.
- 6.3 You agree that any restriction contained in this Agreement is necessary and reasonable.

7 **Publicity and promotions**

- 7.1 You grant to SUFC and any of its respective sponsors, the unlimited authority to use your name, image, likeness, talents and reputation in any form or medium for the purpose of publicising and promoting the game of rugby, the ARU, the SRU and SUFC, any goods or services of a sponsor of SUFC, any SUFC team or squad and any competition or tournament in which a SUFC team participates. This clause survives the term of this Agreement.
- 7.2 During the Term you may be requested to participate in promotional, marketing and advertising activities as required by SUFC or its sponsors. You must make all reasonable efforts to attend such events and activities and provide SUFC with prior notice if you are not able to attend.
- 7.3 You will use all reasonable endeavours during your involvement in any marketing, promotion or media events associated with SUFC to enhance the reputations of the sport of rugby, SUFC and SUFC sponsors.
- 7.4 You will not use the SUFC uniform, nor any logos or property in association with any personal sponsorship, marketing, advertising or endorsement without prior approval of SUFC.

8 Nominated clothing, equipment and accessories

- 8.1 SUFC, sponsors and official suppliers may require you to wear nominated clothing and to use nominated equipment and accessories. You agree to wear such clothing and to use such equipment and accessories as required for all official playing, training (including training camps), promotional and travelling obligations (including traveling to and from training camps). Nominated clothing may include training shoes and playing boots.
- 8.2 You must not remove, alter or obscure any brands or other identification of any manufacturer, sponsor or official supplier from any clothing, equipment or accessories that SUFC requires you to wear or use.
- 8.3 You will not do anything which may reasonably be considered as promoting or endorsing any product or service or providing promotional, marketing or advertising services that may conflict with interests of SUFC or SUFC sponsors. Nothing in this Agreement will have the effect of preventing you from undertaking promotional activities or sponsorships with persons other than SUFC or SUFC sponsors provided that in the course of any such promotional activities you will not be presented or depicted as representing SUFC.
- 8.4 You must not use the names, logos or other property of SUFC, or any clothing, equipment or accessories provided to you in connection with SUFC, for any purpose not expressly authorised by SUFC.

9 Medical insurance and compensation

- 9.1 You warrant that you are a financial member of, and contributor to, a registered health fund approved by SUFC.
- 9.2 You undertake to ensure by prompt payment of contributions as and when they fall due and by compliance with all other rules and regulations of the fund that you will remain at all times eligible to receive, in case of sickness, injury or other contingencies covered by the fund, the maximum benefits offered by the fund and available on payment of the highest contributions.
- 9.3 You acknowledge that SUFC is not liable at any time for your contributions, nor to make any payment to you upon your failure to comply with your obligations under this clause. SUFC may at any time require you to produce proof of membership and financial status in your health fund.
- 9.4 If, whilst participating in official training or playing in a pre-season or competition match for SUFC, you sustain an injury that requires major surgery (as determined by SUFC), SUFC will consider at its sole discretion, providing financial support to the Player, subject to the Player having current membership of a medical benefit fund at the highest appropriate level, having Medicare cover and having ARU insurance scheme cover and financial assistance from these third parties being exhausted. For the sake of clarity "official training or playing in a pre-season or competition match for SUFC" does not include an injury sustained through playing-related travel.

- 9.5 SUFC may impose additional requirements upon any reimbursement including that you follow a specific injury rehabilitation, health management or strength and conditioning program following the injury, either prior to or following any treatment you receive.
- 9.6 If a player receives over \$2,000 worth of medical support during the Term and chooses to play at a competing SRU club the following year, SUFC may seek 50% re-imburement prior to a release being granted.
- 9.7 The level of financial support provided by SUFC to the Player may include access to the SUFC physiotherapist, doctor and medical specialist panel.

10 Notification of illness/injury

- 10.1 You must report to SUFC's medical advisers any injury, illness or ailment sustained during, or arising out of or in the course of your engagement with SUFC or any injury or illness sustained outside your Rugby Activities which is of a kind likely to prevent you from performing any of your obligations under this Agreement. This report must be made within 24 hours after the injury occurred or the illness diagnosed.
- 10.2 You consent to your health information being collected by SUFC or any other third party acting on behalf of SUFC in accordance with this clause.
- 10.3 If SUFC requires it you must attend a medical practitioner or other health professional determined by SUFC. You agree to SUFC requesting that the health professional provide a report to SUFC of your condition and the recommended treatment.
- 10.4 You agree to follow all directions or advice from SUFC's club doctor, match day doctors, Club physiotherapists, SUFC grade/colts physiotherapists and any other health care professional providing you treatment at the direction of SUFC.
- 10.5 You acknowledge that SUFC is not liable at any time to make any payment to you under any circumstances, including, without limitation, payments in relation to your health fund contributions, or any payment in connection with your failure to comply with your obligations under this clause 10.

11 Physical condition and selection

- 11.1 You acknowledge that you are competing with other players for a position in the squads and teams selected by SUFC. You also acknowledge that your selection in SUFC's squads or teams is a matter within the complete discretion of SUFC.
- 11.2 You warrant to SUFC that to the best of your knowledge you are in excellent physical condition, and you undertake to take all reasonable steps to maintain yourself in excellent physical condition (save for injury suffered or incurred in the performance of your obligations set out in this Agreement) including following reasonable directions of SUFC in relation to the treatment of any injury or other condition.
- 11.3 You agree to undergo complete physical examinations by medical personnel nominated by SUFC upon request. During any physical examination, you agree to make full and complete disclosure to the medical personnel of any physical or mental condition you are aware of, including, but not limited to, any medication or treatment you are having which would or might impair the performance of your obligations set out in this Agreement, and of any form of supplementation you are taking, and to respond fully and in good faith to all questions about any such condition, medication, treatment or supplementation. You also agree to provide samples for drug testing whenever you are required to do so by the ASDA or any other body recognised by the ARU including SUFC.

12 Rules, policies & procedures

- 12.1 You agree to be bound by, and to comply with:
- (a) The by-laws, regulations and resolutions of the council of the IRB;
 - (b) The by-laws and codes of conduct of the ARU, the SRU and SUFC;

- (c) The SUFC 2020 Players Handbook (including the SUFC Drug and Alcohol Policy); and
- (d) Any other by-laws, regulations and codes of conduct in effect during the Term.

13 **Waiver of liability for injury, release and indemnity**

13.1 You acknowledge and agree that:

- (a) Rugby union is a vigorous body contact sport in which physical injury is likely to occur;
- (b) You take upon yourself the risks, both physical and legal, of injury arising in the course of training for and participating in Rugby Activities; and
- (c) You will disclose to the SUFC any physical or mental condition or ailment which could affect your ability to carry out your obligations under this Agreement.

13.2 You agree that SUFC, any servant or agent of SUFC, including any independent contractor employed by SUFC from time to time or any voluntary worker carrying out honorary or unpaid duties for SUFC, **(SUFC Representatives)** are not responsible for any injury sustained by you during the Term. You irrevocably waive and release the SRU, SUFC and SUFC Representatives, and all persons currently and formerly affiliated with them, from any and all responsibility or liability for any injury or damage of any kind, or for loss or theft of property of any kind, in any way arising from any act, neglect or default (whether negligent or otherwise) on the part of SUFC in the course of or in connection with your association with SUFC, including, but not limited to Rugby Activities, services, facilities, equipment and machinery offered during the Term, whether arising from negligence or otherwise.

13.4 You agree to indemnify SUFC from all claims, demands, suits, causes of action, damages, debts, costs, verdicts and judgements whatsoever whether at law or in equity or under any statute in connection with any claims, demands, suits, causes of action, damages, costs, verdicts and judgements whatsoever at law or in equity or under any statute by you and or your successors or assignees arising from your participation in Rugby Activities.

13.5 Without imposing any obligation on SUFC to take any action, you authorise SUFC to do anything on your behalf that SUFC reasonably considers to be necessary for your benefit in connection with any injury, illness, loss or damage referred to in clause 13.2.

14 **Professional rugby**

14.1 Should you be signed to a professional rugby contract with the ARU or a Super Rugby franchise anywhere in Australia, SUFC will release you to the relevant team for the purpose of you fulfilling training and playing obligations with that team.

14.2 Any release to a team in accordance with Clause 14.1 is subject to your obligation to remain as a SUFC player on your return to club rugby in Australia during the Term of this Agreement.

14.3 Should you be signed to a professional rugby contract outside of Australia during the term of this Agreement, SUFC will negotiate a release from this Agreement.

15 **Transfer request**

Should you request a release from SUFC to play rugby union for another Sydney Premiership Rugby Club during the Term of this Agreement, SUFC will only release you to the nominated team if 100% of the total value of this Agreement is paid by the nominated club or the individual.

16 **Club social volunteering**

16.1 You agree to perform volunteer work with either a junior rugby union club affiliated to SUFC or a SUFC junior representative team during the term of this Agreement.

16.2 You agree to perform volunteer duties for SUFC as nominated by the full time staff of SUFC during the term of this Agreement.

16.3 You agree to perform volunteer duties for any relevant charity as nominated by SUFC.

17 Termination

As you are a volunteer SUFC player, SUFC may terminate this agreement at any time, for any reason, including in circumstances where you have acted in a manner which does not uphold the reputation or public image of SUFC or the game of rugby union, or which causes harm to SUFC or the game of rugby union in any way.

18 Deductions

On termination or at any time during the Term, SUFC may deduct any debt you may have accrued through benefiting from the support of SUFC.

19 Confidentiality

All terms and conditions and agreements raised in this agreement must remain confidential at all times. You must not discuss the terms and conditions of this contract with any other person without the prior written consent from SUFC.

20 Privacy

20.1 You agree that SUFC may collect, use and disclose your Personal Information and Sensitive Information (including information about your health) in accordance with the *Privacy Act 1988* (Cth) (**Privacy Act**) and other applicable privacy laws.

20.2 SUFC collects and uses your Personal Information and Sensitive Information in order to:

- (a) Ensure that you are ready, able and eligible to participate with SUFC;
- (b) Provide you with services; operate our facilities and clubs, run our business and operations and fulfil our obligations;
- (c) Communicate and manage our relationship with you;
- (d) Maintain and update our records;
- (e) Ensure that you are ready, able and eligible to participate with SUFC;
- (f) Assess your readiness for physical activity/exercise and general welfare; and
- (g) To provide you with medical treatments as required.

20.3 In order to fulfil the objects, set out in clause 20.2, SUFC may disclose your Personal Information and Sensitive Information to:

- (a) Related entities and affiliates of SUFC including SUSF;
- (b) The University of Sydney and its affiliates and related entities;
- (c) IT system administrators;
- (d) Medical and health providers who provide services to SUFC members;
- (e) Users of SUSF's services or facilities and third party service providers; and
- (f) Sports psychologists or other healthcare providers.

20.4 You acknowledge that if you do not agree to the collection of your Sensitive Information in accordance with this clause 20, you may not be eligible to volunteer to play rugby union for SUFC;

20.5 We acknowledge and agree that:

- (a) You may access any Personal Information we hold about you, unless an exception under the Privacy Act applies, and information about how you may access the Personal Information held by SUFC about you and seek the correction of such information is contained in the SUFC Privacy Policy; and
- (b) You have a right to complain about our handling of your Personal Information, and information about how you may complain about the collection, use and disclosure of your Personal

Information or a breach of the Australian Privacy Principles is contained in the SUFC Privacy Policy.

21 Entire agreement

This Agreement sets out all the terms of the agreement between you and SUFC. In order to properly represent SUFC and uphold its values, you are expected to comply with the Club's policies and procedures and any relevant Sydney Uni Sport & Fitness policies (however, terms contained in any such documents do not form part of this Agreement). This Agreement replaces all previous written or oral agreements or understandings relating to its subject matter.

22 General

22.1 SUFC will send all notices and other written communications to you at your address set out above. You must inform SUFC if that address changes.

22.2 If you wish to send a notice to SUFC, it should be sent to:

Arena Sports Centre
A30 Western Avenue
University of Sydney
NSW 2006

22.3 This Agreement is governed by the laws of New South Wales and you agree to the exclusive jurisdiction of the courts of New South Wales.

22.4 The failure of SUFC at any time to insist on the performance of any term of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other term of this Agreement.

22.5 If you agree to the terms set out in this Agreement, please sign and date the attached copy of this Agreement and return it to SUFC to confirm your acceptance of the terms and conditions set out in this Agreement.

Player's Name: _____

Player's Signature: _____

Date: _____

David Haigh
SUFC Executive General Manager

Michael Hodge
SUFC Director of Rugby