



Netball Australia - NetSetGO Program Participant Terms & Conditions

1. TERMS AND CONDITIONS

(a) You are the parent or legal guardian of the child or dependant being registered to participate in NetSetGO (as described at <https://play.netball.com.au/kids/suncorp-netsetgo>).

(b) NetSetGO is a program developed by Netball Australia and delivered in cooperation with State and Territory Member Organisations and accredited clubs, associations, schools or community groups known as “Centres”.

(c) You provide permission for your child or dependant to participate in NetSetGO on the Terms and Conditions set out in this document (**Terms and Conditions**).

(d) These Terms and Conditions may be amended from time to time by Netball Australia by uploading updated Terms and Condition to the NetSetGO and/or Netball Australia website.

2. SAFETY OF CHILDREN AND YOUNG PEOPLE

(a) Netball Australia is committed to promoting the safety of children and young people participating in NetSetGO. Netball Australia works with State and Territory Member Organisations and NetSetGO Centres to establish and maintain a child safe and child friendly environment for NetSetGO. This includes taking all necessary measures to ensure the safety of children involved in NetSetGO.

(b) You can find Netball Australia’s Child Safety Policy and related documentation on its website (<https://netball.com.au/>). If you witness or have a concern regarding child abuse, you must report this in accordance with Netball Australia’s Child Safety Reporting Procedure or to the NetSetGO Centre personnel. If you believe the child is in immediate danger, please call the police on (000).

3. REGISTRATION

(a) In order to register your child or dependant for NetSetGO, you must complete the NetSetGO registration form and pay the fee specified in the form. The fee is made up of a Service Fee and a Goods Fee. The Service Fee is paid to the State or Territory Member Organisation that is responsible for coordinating the NetSetGO program at a centre. The Goods Fee is paid to Netball Australia in return for your child or dependant’s participant pack.

(b) You warrant that your child or dependant will be between the ages of 4 and 12 (inclusive) when they participate in NetSetGO and you agree to provide evidence of your child's age if Netball Australia requests it.

(c) Netball Australia will not process any registration that is incomplete, unclear, or is not accompanied by the relevant fee.

4. PARTICIPANT PACKS

(a) Once a registration has been processed and the Goods Fee has been paid to Netball Australia, your child or dependant will be mailed a participant pack (as described at <https://play.netball.com.au/kids/whats-in-my-participant-pack>).

(b) There may be unavoidable occasions when all or part of your order cannot be fulfilled. Where part of your order cannot be fulfilled you agree that Netball Australia may provide a replacement or equivalent product and will notify you as soon as possible by email or telephone if this occurs.

5. CANCELLATION, REFUNDS AND TERMINATION

Service Fee

(a) Once your child or dependant has been registered for NetSetGO, questions regarding a refund of the Service Fee should be directed to your [State or Territory Member Organisation](#).

Goods Fee

(a) Netball Australia is not required to provide a refund of the Goods Fee or replacement of the participant pack if you change your mind about the participant pack or your child's participation in NetSetGO.

(b) Netball Australia may accept a return of the participant pack and provide you with an exchange, refund or repair where:

- a. the products are faulty or are not of acceptable quality; or
- b. the products are not fit for their intended purpose (please note that the products in the participant pack are designed for the purposes of wearing apparel and playing netball, and are not limited to use as part of NetSetGO); or
- c. the product does not match the sample or our description (subject to item 4(b) of these Terms and Conditions).

Netball Australia may elect to return the product to its manufacturer to determine the nature of the problem. Netball Australia reserves the right not to offer an exchange, refund or repair where the fault is a result of misuse or neglect.

When returning a participant pack for the reasons outlined above, you will be asked for information that is relevant to your return, or to satisfy legislative requirements. If you do not provide this information, then we may be unable to process your return. A processing fee may be charged and return postage will be at your expense.

A registered individual member who has participated in any Association/Club training, non-competitive or competitive netball matches or netball activities that falls within an Association &/or Netball Queensland's jurisdiction is not entitled to a refund of the Netball Queensland capitation fee.

Cancellation and postponement

(a) Netball Australia may change or terminate NetSetGO or any part of NetSetGO at any time, including (but not limited to) for health and safety reasons or if directed to do so by a government authority. If this occurs, Netball Australia is not required to provide a refund of the Goods Fee, as the participant pack is not limited to use in conjunction with NetSetGO. Questions regarding a refund of the Service Fee in these circumstances should be directed to your [State or Territory Member Organisation](#)

(b) Netball Australia may terminate your child's participation in NetSetGO at any time if it is reasonable and necessary to do so, including if your child or dependant engages in behaviour that breaches the Player Code of Conduct.

6. COMPLIANCE WITH OUR POLICIES AND PROCEDURES

(a) You agree to comply with, and ensure that your child complies with policies and procedures on the Netball Australia website (<https://netball.com.au/>) and as notified to you (including Netball Australia's Child Safety Policy, Social Media Policy, Codes of Conduct and COVID-safe protocols), as well as any lawful and reasonable directions given to you by Netball Australia representatives and NetSetGO Centre personnel in relation to NetSetGO.

(b) You also agree to comply with the MyNetball database [Terms of Use](#) during the NetSetGO registration process.

7. PLAYER CODE OF CONDUCT

(a) You must ensure that your child:

(i) plays within the spirit of netball and plays by the rules of NetSetGO;

(ii) shows respect to all people involved in NetSetGO (including other participants) regardless of their gender, race, ability, colour, religion, language, politics or national or ethnic origin; and

(iii) does not engage in conduct which discourages fairness, respect and diversity during their participation in NetSetGO (this includes bullying, harassment, and discrimination in respect of any person, including other participants).

8. PARENTS, GUARDIANS AND SPECTATORS CODE OF CONDUCT

(a) You must:

(i) be present for the duration of any session or event that child attends at a NetSetGO Centre. If you are unable to be present then you must ensure that there is another trusted adult (other than NetSetGO Centre personnel) that will oversee the child during the duration of the NetSetGO session or event;

(ii) ensure the safe transportation of your child to and from the NetSetGO Centre and accept all liability and costs associated with your failure to arrange for the prompt collection of your child after the designated finish time;

(iii) show respect to all people involved in NetSetGO (including participants, parents/guardians and NetSetGO Centre personnel) regardless of their gender, race, ability, colour, religion, language, politics or national or ethnic origin; and

(iv) not engage in conduct which discourages fairness, respect and diversity during their participation in NetSetGO (this includes bullying, harassment, and discrimination in respect of any person).

(b) In addition, you should:

(i) encourage your child to participate but do not force them;

(ii) focus on your child's efforts and performance rather than the overall outcome of the event;

(iii) encourage your child to play always according to the rules;

(iv) be a model of good sports behavior for children to aspire to;

(v) applaud good play by all players;

(vi) never ridicule or put down a child for making a mistake or losing a game;

(vii) be courteous in your dealings with administrators, coaches, players and umpires;

(viii) follow any directions of a Netball Australia or State or Territory Member Organisation employee, volunteer or other authorised NetSetGO Program staff, including any request to modify your behaviour or to leave the premises following a breach of these Terms and Conditions.

(c) Serious or ongoing breaches of these Terms and Conditions will not be tolerated. Those who breach these Terms and Conditions risk being asked to leave the premises and/or being prohibited from attending the premises in future.

(d) If you witness or have a concern regarding child abuse, you must report this in accordance with Netball Australia's Child Safety Reporting Procedure or to the NetSetGO Centre personnel. If you believe the child is in immediate danger, please call the police on (000).

9. LIMITATION OF LIABILITY

(a) You understand that Netball is a limited contact sport and that there are inherent risks associated with participation in NetSetGO, which may result in personal injury (even of a serious nature) to a Participant and that you fully accept and agree to bear those risks.

(b) You agree not to bring any claim or proceeding against Netball Australia for any damage, loss or injury whatsoever that you or a Participant may suffer from participation in NetSetGO.

(c) Netball Australia's liability to you is limited (at Netball Australia's election) to Netball Australia repaying any amounts paid by you under these Terms and Conditions to Netball Australia or supplying or resupplying any NetSetGO services to which you are entitled in accordance with these Terms and Conditions.

(d) You authorise NetSetGO Centre personnel, in the event of any injury or illness, to obtain on your child's behalf and at your expense, any medical assistance, treatment and transportation as deemed necessary.

(e) You understand that participants are entitled to certain insurance benefits in connection with NetSetGO. You understand that this insurance covers participants only and does not cover parents, guardians or other people attending any activities that form part of NetSetGO. You accept that the level of cover provided to Participants is the level chosen by Netball Australia, is not intended to be comprehensive cover and does not include cover for expenses claimable from Medicare or the Medicare "Gap", which cannot be insured through personal injury insurance. These items may be claimable through private health insurance and it is recommended that you investigate your personal insurance needs and consider the benefits of obtaining relevant insurance, for example private health insurance and ambulance cover, etc. Questions about insurance benefits in connection with NetSetGO should be directed to your NetSetGO State or Territory [State or Territory Coordinator](#).

(f) You acknowledge that there is an unquantifiable risk of transmission of viral illness including COVID-19 associated with participation in NetSetGO and you have considered that risk and your and the Participant's personal circumstances, including any vulnerability that the Participant may have or that of persons whom the Participant will be in close contact with following participation in NetSetGO. You acknowledge that COVID-19 may have very serious health consequences that by the Participant participating in NetSetGO you acknowledge and accept these risks.

10. PHOTOGRAPHS AND VIDEOS

You consent to Netball Australia filming/photographing your child's participation (Images) and using/authorising the use of the Images in any manner we consider appropriate (including marketing, publicity, promotional, preservation, educational and commercial purposes). To withdraw your consent please email netballconnect@netballq.org.au