

ReadyPlay Sport terms and conditions of use

ReadyPlay Pty Ltd ABN 84 114 776 192



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1. ABOUT READYPLAY

1.1 Effective date

These Terms take effect on 1st September 2026 and replaces all earlier versions.

1.2 Who we are

Welcome to ReadyPlay, operated by ReadyPlay Pty Ltd ABN 84 114 776 192 (**ReadyPlay, we, us, or our**).

ReadyPlay is a social and event platform that connects players, teams, and venues. Through our app, users can create and join sporting events, post updates, follow other users, and interact socially.

1.3 Events on ReadyPlay

These Terms treat two different kinds of events differently, and it matters which one you have registered for:

- (a) a **ReadyPlay Event** is an event that we organise, promote as our own, or take payment for as principal. We are the supplier of a ReadyPlay Event and we are responsible for it under these Terms and the Australian Consumer Law; and
- (b) a **Community Event** is an event created and run by another user or by a venue. We provide the platform only. We are not the organiser of a Community Event and the organiser is responsible for it.

We will identify a ReadyPlay Event as such on the event listing before you register. If a listing does not say who the organiser is, contact us before registering and we will tell you.

1.4 Agreement to these Terms

By creating an account, accessing, or using ReadyPlay, you agree to be bound by these Terms and Conditions of Use (**Terms**) and our Privacy Policy. Together, these documents form the entire agreement between you and ReadyPlay regarding your use of the platform. If you do not agree to these Terms, you must not use ReadyPlay.

1.5 Risk warning and limitation of our liability

Read this before you accept these Terms. Schedule 1 contains a risk warning about the risks of taking part in sport, and it excludes and limits our liability if you are injured. It affects your legal rights. Schedule 1 forms part of these Terms and you accept it when you accept these Terms.

Schedule 1 forms part of the contract between you and ReadyPlay for the supply of recreational services. It applies to every event you participate in through ReadyPlay.

If you are under 18, your parent or guardian must accept these Terms, including Schedule 1, on the basis set out in that Schedule before you can register for an event.

2. ELIGIBILITY AND ACCOUNT REGISTRATION

2.1 Age requirements

You must be at least 16 years old to create an account and use ReadyPlay. We do not knowingly collect personal information from users under the age of 16. If we become aware that a user is under 16, we will take steps to suspend or delete their account.

If you are under 18, you must have the consent of a parent or guardian before you create an account or register for any event. Where you are under 18, we may require your parent or guardian to confirm that consent and to accept these Terms on your behalf before you can register for an event involving physical participation.

2.2 Registration obligations

When you register for a ReadyPlay account, you agree that:

- (a) you will provide accurate, current, and complete information during registration;
- (b) you will update your information promptly if it changes;
- (c) you are solely responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account; and
- (d) you will immediately notify us at the address in clause 20 if you suspect any unauthorised access to your account.

2.3 Account suspension and termination

We may suspend or terminate your account if we reasonably believe that your registration information is inaccurate, that you have breached these Terms, or that your continued use poses a risk to other users or the platform. See **clause 11** for further detail.

3. YOUR USE OF READYPLAY

You agree to use ReadyPlay only for lawful purposes and in accordance with these Terms.

3.1 Prohibited conduct

You must not:

- (a) post or share any content that is offensive, defamatory, threatening, harassing, discriminatory, misleading, or unlawful;
- (b) impersonate any person or entity, or misrepresent your affiliation with any person or entity;
- (c) use ReadyPlay to promote violence, discrimination, hatred, or any illegal activities;
- (d) attempt to hack, disrupt, reverse engineer, decompile, or otherwise interfere with the platform, its security features, or its infrastructure;
- (e) collect, harvest, or store information about other users without their express consent;

- (f) use ReadyPlay for any commercial purpose (including advertising, solicitation, or spam) without our prior written approval, other than hosting or charging for an event in accordance with **clause 5**;
- (g) create multiple accounts, use automated tools or bots to interact with the platform, or circumvent any technical measures we implement; and
- (h) upload viruses, malware, or any other harmful code.

3.2 Content moderation and reporting

ReadyPlay reserves the right to review, moderate, and remove any content that we believe, acting reasonably, violates these Terms, is harmful to other users, or is otherwise objectionable.

Users can report content or behaviour they believe violates these Terms by using the in-app reporting feature or by contacting us at the address in **clause 20**. We will review all reports and take appropriate action, which may include issuing warnings, removing content, restricting features, or suspending or terminating accounts.

We are not obligated to monitor all content but reserve the right to do so.

4. USER CONTENT AND INTELLECTUAL PROPERTY

4.1 Ownership

You retain ownership of all content you post on ReadyPlay, including photos, text, comments, and other materials (**User Content**).

4.2 Licence grant

By posting User Content, you grant ReadyPlay a non-exclusive, worldwide, royalty-free, transferable, sub-licensable licence to use, display, reproduce, modify, adapt, and distribute your User Content for the purpose of operating, promoting, and improving the platform. This licence continues for so long as your User Content remains on the platform and for a reasonable period after deletion to account for caching, backups, and technical processes, not exceeding 90 days.

4.3 Your representations

By posting User Content, you represent and warrant that:

- (a) you own or have all necessary rights, licences, and permissions to post the content;
- (b) your content does not infringe any third-party rights, including intellectual property, privacy, or publicity rights;
- (c) your content is not false, misleading, or deceptive; and
- (d) your content complies with all applicable laws and these Terms.

4.4 Removal

We may remove User Content that violates these Terms, applicable law, or that we consider harmful, without prior notice. Where practicable, we will notify you of the removal and the reason.

5. EVENTS AND VENUES

5.1 Event creation and hosting

Users and venues can create or host Community Events through ReadyPlay. You acknowledge and agree that, in relation to a Community Event:

- (a) ReadyPlay is not the organiser. ReadyPlay provides the platform. The event organiser is solely responsible for the accuracy of event information, participant safety, venue suitability, and compliance with all applicable laws and regulations;
- (b) event organisers are responsible for obtaining any necessary permits, licences, or insurance for their events; and
- (c) ReadyPlay does not endorse, verify, or guarantee the quality, safety, or legality of any Community Event, venue, or organiser.

This clause does not apply to a ReadyPlay Event. Where an event is a ReadyPlay Event, we are the organiser and we are responsible for it. Nothing in these Terms operates to transfer that responsibility to anyone else, or to limit the consumer guarantees that apply to a ReadyPlay Event under the Australian Consumer Law.

5.2 Assumption of risk

By participating in any sporting event or activity arranged through ReadyPlay, you acknowledge that physical sporting activities carry inherent risks, including physical injury, illness, property damage, or death.

Schedule 1 sets out the risk warning, the assumption of risk, the release and the indemnity in full, and it governs those matters.

5.3 Event cancellation by organisers

An organiser of a Community Event may cancel or modify that event at its discretion. ReadyPlay is not responsible for any costs, losses, or inconvenience arising from a cancellation or change by an organiser of a Community Event.

If we cancel a ReadyPlay Event, relocate it, or make any other material change to it, you are entitled to a full refund of what you paid. That entitlement applies whatever the reason for the cancellation or change. We will process the refund without you having to ask for it. See **clause 6.4**.

If you paid for a Community Event that the organiser cancels, contact the organiser directly for a refund, or contact us at the address in **clause 20** for assistance.

5.4 Cancellation by participants

If you have joined an event and can no longer attend, you must cancel your participation as early as possible through the app. The following cancellation windows and consequences apply:

- (a) **Early cancellation (more than 24 hours before the event).** No penalty. You may cancel your participation at any time up to 24 hours before the scheduled event start time without consequence;
- (b) **Late cancellation (less than 24 hours before the event).** Cancellations made within 24 hours of the event start time are recorded on your account as a late cancellation. For paid events, late cancellations are not eligible for a refund, subject to your rights under the Australian Consumer Law; and
- (c) **No-show.** A no-show occurs when you join an event, do not cancel your participation, and fail to attend. No-shows are treated more seriously than late cancellations as they directly affect organisers' ability to plan and other participants' experience.

We will display the cancellation cut-off time and the refund position for each paid event on the event listing, before you pay.

5.5 No-show and late cancellation consequences

ReadyPlay operates an escalating accountability system to maintain fairness and reliability across the platform. Late cancellations and no-shows are tracked on a rolling 90-day window. The consequences are as follows:

- (a) **Strike 1, warning.** Your first no-show or second late cancellation within a 90-day period will result in a formal warning notification sent to your account. No restrictions are applied at this stage. This is a courtesy recognition that occasional conflicts are unavoidable;
- (b) **Strike 2, temporary restriction of 7 days.** Your second no-show or fourth late cancellation within a 90-day period will result in a 7-day restriction on joining new events. During this restriction period, you may still attend events you have already joined, but you will not be able to join any new events. We will notify you of the restriction and its duration;
- (c) **Strike 3, extended suspension of 30 days.** Your third no-show or sixth late cancellation within a 90-day period will result in a 30-day suspension from all event participation. During this period, you will not be able to join or attend any events. Your social features, being posting, messaging and following, will remain active. We will notify you of the suspension and its duration; and
- (d) **Ongoing pattern, account review.** If you accumulate further no-shows or late cancellations after serving a 30-day suspension, ReadyPlay reserves the right to permanently restrict your ability to participate in events or, in serious cases, suspend or terminate your account entirely. Before taking permanent action, we will notify you and give you an opportunity to respond.

5.6 Extenuating circumstances and appeals

We understand that genuine emergencies happen. If you believe a no-show or late cancellation was due to extenuating circumstances, such as illness, injury, family emergency, or severe weather, you may submit an appeal within 7 days of the event by contacting us at the address in **clause 20** with:

- (a) your account details and the event in question;
- (b) a brief explanation of the circumstances; and
- (c) any supporting information, for example a medical certificate or travel disruption notice, where reasonably available.

Appeals will be reviewed on a case-by-case basis, and we will respond within 14 days. If your appeal is successful, the relevant no-show or late cancellation will be removed from your record and any active restriction will be lifted.

5.7 Event organiser controls

Organisers of Community Events have the right to manage participation in their own events. Organisers may:

- (a) set their own cancellation and refund policies for paid events, provided they comply with these Terms and the Australian Consumer Law. An organiser's policy may be more generous to participants than **clause 6.4**, but it cannot be less generous;
- (b) remove participants from their events for any reasonable cause; and
- (c) block specific users from joining their future events based on past no-show behaviour or other legitimate reasons.

ReadyPlay will not intervene in organiser-level blocking decisions unless they involve discrimination or a breach of these Terms.

5.8 Future platform features

ReadyPlay may, in the future, introduce additional features to support event reliability, which may include a user reliability score displayed on your profile, priority access for users with strong attendance records, or other incentive-based systems. If and when such features are introduced, we will update these Terms and notify you in accordance with **clause 18**.

6. PAYMENTS, SUBSCRIPTIONS AND REFUNDS

6.1 Fees

Some ReadyPlay features, such as premium subscriptions or paid events, may involve fees. All fees, including any booking or transaction fee, will be clearly displayed before you complete a purchase.

Before you pay for an event, we will show you the cancellation cut-off time for that event and whether a refund is available after it. Registering for the event confirms that you have seen those terms. This is in addition to these Terms, not a substitute for them. See **clause 5.4**.

6.2 Payment processing

Payments are processed securely through third-party providers, for example Stripe, Apple Pay, or Google Pay. ReadyPlay does not store your full payment card details. Your use of third-party payment services is subject to their terms and conditions.

6.3 Subscriptions and auto-renewal

If you purchase a subscription through ReadyPlay:

- (a) your subscription will automatically renew at the end of each billing cycle, monthly or annually as applicable, unless you cancel before the renewal date;
- (b) you can manage or cancel your subscription at any time through your app store account settings, being the Apple App Store or Google Play Store, or through the ReadyPlay app;
- (c) cancellation takes effect at the end of the current billing period. You will retain access to premium features until then; and
- (d) we may change subscription pricing with at least 30 days' notice. If you do not accept the new pricing you may cancel before it takes effect, and continued use after that date constitutes acceptance of the new pricing.

6.4 Refunds

Nothing in this clause limits your rights under the Australian Consumer Law. Under that law you are entitled to a remedy, which may include a refund, where services are not supplied with due care and skill, are not fit for purpose, or are not supplied as described.

For paid events:

- (a) early cancellation, being more than 24 hours before the event start time, is eligible for a full refund;
- (b) late cancellation, being less than 24 hours before the event start time, is not eligible for a refund. This reflects the fact that a late cancellation cannot practically be re-sold and leaves the organiser and other participants short;
- (c) a no-show is not eligible for a refund. Participation fees for events you do not attend are forfeited; and
- (d) where we cancel a ReadyPlay Event, relocate it, or make any other material change to it, you are entitled to a full refund. See **clause 5.3**.

The cancellation windows above apply to a change of mind. They do not apply, and do not limit your rights, where the event was not supplied as described or where your rights under the Australian Consumer Law are engaged. To request a refund, contact us at the address in **clause 20** with your transaction details.

7. INTELLECTUAL PROPERTY RIGHTS IN READYPLAY

The ReadyPlay name, logo, design, trademarks, source code, software, and all other intellectual property in the platform (**ReadyPlay IP**) are the exclusive property of ReadyPlay Pty Ltd or its licensors.

You must not copy, modify, distribute, sell, lease, reverse engineer, decompile, or create derivative works from any part of ReadyPlay or the ReadyPlay IP without our prior written consent.

We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the ReadyPlay app for personal, non-commercial purposes in accordance with these Terms. This licence does not include any right to sub-license, resell, or redistribute the platform.

8. PRIVACY

Your use of ReadyPlay is also governed by our Privacy Policy, which explains how we collect, use, store, and protect your personal information. The Privacy Policy forms part of these Terms.

You can view our Privacy Policy at readyplaysport.com or within the ReadyPlay app.

9. THIRD-PARTY SERVICES AND LINKS

ReadyPlay may integrate with or contain links to third-party services, including payment processors, mapping services, analytics providers, and social media platforms. These third-party services are governed by their own terms and privacy policies.

ReadyPlay is not responsible for the availability, accuracy, content, privacy practices, or security of any third-party services. Your use of third-party services is at your own risk.

10. COMMUNICATION AND NOTIFICATIONS

By creating an account, you agree to receive service-related communications from ReadyPlay, including account notifications, event updates, platform announcements, and security alerts. These communications are necessary for the operation of the platform and cannot be opted out of while your account is active.

You may opt in to receive marketing communications, such as promotional offers, feature announcements, or partner content. You can withdraw your consent to marketing communications at any time via the app settings or by contacting us.

11. TERMINATION AND SUSPENSION

11.1 Termination by ReadyPlay

We may suspend or terminate your account if:

- (a) you breach these Terms or any other ReadyPlay policies;
- (b) you misuse the app or disrupt the experience of other users;
- (c) you violate any applicable laws or third-party rights; or

- (d) your account has been inactive for a continuous period of 12 months or more.

Where practicable, we will provide you with reasonable notice and an explanation before suspending or terminating your account, except where immediate action is necessary to protect other users, the platform, or to comply with legal obligations. In cases of serious or repeated violations, we may terminate your account without prior notice.

11.2 Termination by you

You may delete your account at any time through the in-app account deletion feature, at Settings then Account then Delete Account, or by contacting us at the address in **clause 20**.

11.3 Effect of termination

Upon termination of your account, by either party:

- (a) your right to access and use ReadyPlay will immediately cease;
- (b) we will delete or de-identify your personal information in accordance with our Privacy Policy and applicable data retention obligations;
- (c) the following provisions will survive termination and continue to bind you: **clause 4.2** (Licence grant, for content that remains cached or in backups for up to 90 days), **clause 5.2** (Assumption of risk), **clause 12** (Disclaimers), **clause 13** (Indemnity), **clause 14** (Limitation of liability), **clause 15** (Dispute resolution) and **clause 19** (Governing law and jurisdiction); and
- (d) if you have an active paid subscription at the time of termination, no refund will be provided for any unused portion of the current billing period, except where required by the Australian Consumer Law.

12. DISCLAIMERS

ReadyPlay is provided on an “as is” and “as available” basis. To the fullest extent permitted by law:

- (a) we make no warranties or representations, express or implied, about the accuracy, reliability, completeness, suitability, or availability of the platform, its content, or any events or venues listed on it;
- (b) we do not warrant that ReadyPlay will be uninterrupted, error-free, secure, or free of viruses or other harmful components;
- (c) we are not responsible for User Content, third-party content, links, or the conduct of users, organisers, or venues; and
- (d) we do not endorse, verify, or guarantee any user, organiser, venue, Community Event, or third-party service accessible through ReadyPlay.

This clause does not apply to a ReadyPlay Event, which we supply as principal and for which we are responsible under **clause 5.1**.

Nothing in these Terms excludes, restricts, or modifies any consumer guarantees or other rights you may have under the Australian Consumer Law, as set out in the Competition and Consumer Act 2010 (Cth), or any other applicable law that cannot be excluded by agreement.

13. INDEMNITY

To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless ReadyPlay, its directors, officers, employees, agents, and affiliates from and against any claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable legal fees, arising out of or in connection with:

- (a) your use of, or conduct on, ReadyPlay;
- (b) User Content you post, upload, or transmit through ReadyPlay;
- (c) your breach of these Terms or any applicable law;
- (d) your violation of any third-party rights; or
- (e) any Community Event you organise through ReadyPlay, including claims by participants.

This indemnity does not apply to the extent that the relevant claim arises from ReadyPlay's own negligence, wilful misconduct, or breach of these Terms, or to the extent that it would be considered an unfair contract term under the Australian Consumer Law.

14. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- (a) ReadyPlay's total aggregate liability to you for all claims arising out of or in connection with these Terms or your use of ReadyPlay is limited to the greater of the total fees you have paid to ReadyPlay in the 12 months immediately preceding the event giving rise to the claim, or AUD \$100;
- (b) ReadyPlay is not liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, goodwill, or opportunity, regardless of the cause of action or the theory of liability; and
- (c) ReadyPlay is not liable for any loss or damage arising from events, including physical injury, property damage, or death, except to the extent caused by ReadyPlay's negligence.

This clause does not limit your right to a refund under **clause 6.4**.

Nothing in this clause limits ReadyPlay's liability for death or personal injury caused by our negligence, fraud, or any other liability that cannot be excluded or limited under the Australian Consumer Law or other applicable law.

15. DISPUTE RESOLUTION

15.1 Informal resolution

If you have a dispute with ReadyPlay, you agree to first attempt to resolve it informally by contacting us at the address in **clause 20** with a written description of your complaint. We will endeavour to respond within 14 days and work with you in good faith to reach a resolution.

15.2 Mediation

If the dispute is not resolved within 30 days of your initial written complaint, either party may refer the dispute to mediation administered by the Australian Disputes Centre or another mutually agreed mediation service, in accordance with their mediation rules. The costs of mediation will be shared equally unless the mediator determines otherwise.

15.3 Court proceedings

If the dispute is not resolved through mediation within 60 days of the referral, either party may commence court proceedings. Nothing in this clause prevents either party from seeking urgent interlocutory or injunctive relief from a court at any time.

Nothing in this clause prevents you from making a complaint to a regulator, an external dispute resolution scheme, or a tribunal, or from exercising any right you have under the Australian Consumer Law.

16. FORCE MAJEURE

ReadyPlay will not be liable for any failure or delay in performing our obligations under these Terms to the extent that such failure or delay is caused by events beyond our reasonable control, including natural disasters, epidemics or pandemics, war or civil unrest, government actions or regulations, adverse weather, power or telecommunications failures, cyberattacks, or third-party service outages. We will use reasonable efforts to mitigate the impact of any such event and resume performance as soon as practicable.

This clause does not affect your right to a refund. If a ReadyPlay Event does not go ahead, you are entitled to a full refund under **clause 6.4** whether or not the reason was beyond our control. A refund of money paid for an event that did not happen is not a liability excused by this clause.

17. GENERAL PROVISIONS

17.1 Entire agreement

These Terms, including Schedule 1, together with the Privacy Policy, constitute the entire agreement between you and ReadyPlay regarding your use of the platform, and supersede all prior agreements, understandings, or representations. Where these Terms and Schedule 1 are inconsistent, the provision more favourable to you prevails.

17.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be severed or modified to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

17.3 Waiver

Our failure to exercise or enforce any right or provision of these Terms does not constitute a waiver of that right or provision. Any waiver must be in writing and signed by ReadyPlay.

17.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. ReadyPlay may assign its rights and obligations under these Terms to a successor entity in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the successor agrees to be bound by these Terms.

17.5 Notices

Any notices required or permitted under these Terms will be in writing and delivered by email, to the email address associated with your account, or to the address in **clause 20** for notices to ReadyPlay, or by posting in the app. Notices are deemed received upon delivery.

18. CHANGES TO THESE TERMS

We may modify or update these Terms from time to time. The latest version will always be available in the app and on our website, with the effective date clearly stated.

Where changes are material, we will provide you with at least 14 days' notice via the app or by email before the changes take effect. If you do not agree with the revised Terms, you should stop using ReadyPlay and delete your account before the changes take effect.

Continued use of ReadyPlay after the updated Terms take effect constitutes your acceptance of the revised Terms.

A change to these Terms does not affect an event you have already paid for. The Terms that applied when you registered continue to govern that event.

19. GOVERNING LAW AND JURISDICTION

These Terms are governed by and construed in accordance with the laws of New South Wales, Australia. Subject to **clause 15**, you submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts entitled to hear appeals from those courts.

20. CONTACT US

If you have questions about these Terms, please contact us at:

readyplaysport@gmail.com

ReadyPlay Pty Ltd **ABN 84 114 776 192**

98 Pittwater Road, Manly NSW 2095

SCHEDULE 1

RISK WARNING, ASSUMPTION OF RISK, RELEASE AND INDEMNITY

1. Important notice

- 1.1 This Schedule affects your legal rights. It asks you to give up rights you would otherwise have if you are injured. Read it before you accept these Terms.
- 1.2 This Schedule is a risk warning for the purposes of Division 5 of Part 1A of the Civil Liability Act 2002 (NSW). By accepting these Terms, you acknowledge that you have been warned of the risks of participating in the Activities described below.
- 1.3 This Schedule applies to every Activity you take part in through ReadyPlay, whether it is a ReadyPlay Event or a Community Event. For a ReadyPlay Event, we are the organiser and we are responsible for how the event is run. For a Community Event, another user or venue is the organiser and we provide the platform only.

2. Definitions

- 2.1 In this Schedule, Activities means all sporting, recreational, fitness, social, and physical activities arranged, promoted, or facilitated via the ReadyPlay app or website, whether organised formally or informally. This includes team sports such as football, basketball, netball, cricket, and touch rugby, individual sports such as tennis, running, and swimming, fitness activities such as group training and boot camps, and social sporting events. A reference to an Activity is a reference to any one of the Activities.
- 2.2 Civil Liability Act means the Civil Liability Act 2002 (NSW).
- 2.3 Dangerous Recreational Activity has the meaning given in section 5K of the Civil Liability Act, being a recreational activity that involves a significant risk of physical harm.
- 2.4 Obvious Risk has the meaning given in section 5F of the Civil Liability Act, being a risk that, in the circumstances, would have been obvious to a reasonable person in the position of the participant.
- 2.5 Recreational Services has the meaning given in section 139A of the Competition and Consumer Act 2010 (Cth) and section 5N of the Civil Liability Act, as applicable.
- 2.6 A reference in this Schedule to ReadyPlay includes its directors, officers, employees, contractors, volunteers, partners, hosts, licensors, and agents.

3. Risk warning

- 3.1 WARNING. Some of the Activities facilitated through ReadyPlay may be Dangerous Recreational Activities. There is a risk that you may suffer personal injury, including serious injury, permanent disability, or death, as a result of participating in these Activities.
- 3.2 You acknowledge and agree that participation in the Activities involves inherent, obvious, and non-obvious risks, including:
 - (a) personal injury, including sprains, fractures, dislocations, concussion, ligament and tendon damage, muscle tears, and other orthopaedic injuries;

- (b) serious injury, permanent disability, or death;
- (c) collisions with other participants, fixed or movable objects, goalposts, fencing, or venue infrastructure;
- (d) falls on playing surfaces, courts, fields, or surrounding areas;
- (e) injury from sporting equipment, balls, bats, racquets, or other implements;
- (f) adverse weather conditions, including heat, cold, rain, wind, lightning, or UV exposure;
- (g) inadequate, uneven, wet, or otherwise hazardous playing surfaces or venue conditions;
- (h) acts or omissions of other participants, spectators, organisers, or venue operators;
- (i) overexertion, dehydration, cardiac events, or other physiological responses to physical activity;
- (j) transmission of communicable diseases through close physical contact;
- (k) property loss, theft, or damage; and
- (l) psychological or emotional injury.

3.3 You voluntarily assume all risks, whether known or unknown, foreseeable or unforeseeable, obvious or non-obvious, associated with participation in the Activities. To the maximum extent permitted by law, this assumption of risk extends to risks arising from the negligence of ReadyPlay, other participants, event organisers, or venue operators.

4. **Exclusion and limitation of liability**

4.1 You acknowledge that, under sections 5F, 5G, 5H, 5L and 5M of the Civil Liability Act, a person is not liable in negligence for harm suffered as a result of the materialisation of an Obvious Risk of a Dangerous Recreational Activity, a person does not owe a duty of care to warn of an Obvious Risk unless an exception applies, and a person does not owe a duty of care in respect of a risk of a recreational activity where a risk warning has been given. This Schedule is such a risk warning.

4.2 These Terms are a contract for the supply of Recreational Services. Under section 5N of the Civil Liability Act, to the maximum extent permitted by law, ReadyPlay excludes any liability that results from breach of an express or implied warranty that the Activities will be supplied with reasonable care and skill.

4.3 This paragraph is given under section 139A of the Competition and Consumer Act 2010 (Cth). To the maximum extent permitted by that section, ReadyPlay excludes, restricts and modifies its liability under the consumer guarantees for the supply of Recreational Services. That exclusion is limited to liability for:

- (a) death;
- (b) a physical or mental injury of an individual, including the aggravation, acceleration or recurrence of such an injury;

- (c) the contraction, aggravation or acceleration of a disease of an individual; and
 - (d) the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community, or that may result in harm or disadvantage to the individual or the community.
- 4.4 The paragraph above does not exclude, restrict or modify liability for any loss other than the loss described in it. Liability for other loss is dealt with separately below. This separation is deliberate, because an exclusion of this kind is only effective if it is confined to death and personal injury.
- 4.5 As to loss other than death or personal injury, to the maximum extent permitted by law, and subject to the consumer guarantees that cannot be excluded, ReadyPlay is not liable for any loss of or damage to property, economic loss, loss of profits, or consequential loss suffered in connection with the Activities. Where liability for that loss cannot be excluded, and the law permits ReadyPlay to limit it, ReadyPlay's liability is limited, at its option, to the resupply of the relevant services or the payment of the cost of having those services resupplied.
- 4.6 Nothing in this Schedule excludes, restricts or modifies liability for significant personal injury caused by the reckless conduct of ReadyPlay. ReadyPlay's conduct is reckless if ReadyPlay is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person, and engages in the conduct despite that risk and without adequate justification.
- 4.7 Nothing in this Schedule excludes, restricts or modifies any right or remedy you have that cannot be excluded, restricted or modified under the Australian Consumer Law, the Civil Liability Act, or any other applicable law. If any part of this Schedule would have that effect, that part does not apply to the extent of the inconsistency. Nothing in this Schedule prevents you from making a complaint to a regulator, an external dispute resolution scheme, or a court or tribunal.
- 4.8 For a Community Event, ReadyPlay is not the organiser, does not control how the event is conducted, and is not responsible for supervising, monitoring, or ensuring the safety of the event. ReadyPlay is not liable for the acts, omissions, negligence, or defaults of the organiser of a Community Event, the venue operator, other participants, or any third party. This paragraph does not apply to a ReadyPlay Event, for which ReadyPlay is the organiser and remains liable to the extent that liability is not validly excluded under this Schedule or at law.
5. **Release**
- 5.1 To the maximum extent permitted by law, you release and discharge ReadyPlay from any and all claims, demands, actions, proceedings, damages, costs, and liabilities of any nature, whether in contract, tort including negligence, statute, equity, or otherwise, arising out of or connected with your participation in the Activities.
- 5.2 This release does not apply to any liability that cannot be excluded or limited at law, and it does not apply to significant personal injury caused by ReadyPlay's reckless conduct.
6. **Indemnity**

- 6.1 To the maximum extent permitted by law, you agree to indemnify and hold harmless ReadyPlay against any claim, demand, loss, liability, cost, or expense, including reasonable legal costs, arising from:
- (a) your participation in the Activities;
 - (b) your breach of these Terms or any applicable rules, policies, or directions;
 - (c) any injury, loss, or damage caused by you to any other person or their property during the Activities; or
 - (d) any misrepresentation made by you in connection with this Schedule, including regarding your health, fitness, or capability.
- 6.2 This indemnity does not apply to the extent that the relevant claim arises from ReadyPlay's own negligence, wilful misconduct, or breach of a non-excludable obligation under the Australian Consumer Law, or to the extent that it would be an unfair contract term under the Australian Consumer Law.
7. **Health, fitness and medical disclosure**
- 7.1 You warrant and represent that:
- (a) you are physically and mentally fit to participate in the Activities you register for;
 - (b) you have not been advised against participation in physical or sporting activity by a qualified medical professional;
 - (c) you do not have any pre-existing medical condition, illness, or injury that may be aggravated by participation, or if you do, you have obtained medical clearance and accept the additional risks; and
 - (d) you will immediately cease participation and seek appropriate medical attention if you experience pain, injury, dizziness, shortness of breath, chest pain, or any other symptom of concern.
- 7.2 You should disclose to us any pre-existing medical condition, injury, disability, or health concern that may affect your ability to safely participate in the Activities. You are not obliged to disclose it, but if you do not, we may not be able to make arrangements for your safe participation, and a failure to disclose may reduce the compensation payable to you if you later make a claim.
- 7.3 Health information is sensitive information under the Privacy Act 1988 (Cth). We collect it only with your consent and only where it is reasonably necessary. We use it only to assess safe participation, to respond to a medical emergency, and to comply with our legal obligations. We do not use it for marketing, recommendations, or analytics. Our Privacy Policy explains how we store it, who we disclose it to, and how you can access or correct it.
- 7.4 In the event of an emergency during an Activity, you authorise ReadyPlay and its representatives to arrange emergency medical treatment on your behalf if you are unable to communicate or provide consent. You acknowledge that ReadyPlay does not provide medical advice, supervision, first aid, or health screening except where we tell you otherwise for a particular ReadyPlay Event, that any costs associated with emergency medical treatment will

be your responsibility, and that ReadyPlay is not liable for any decisions made by emergency medical personnel.

8. Compliance and conduct

8.1 You agree to:

- (a) comply with all rules, regulations, directions, venue requirements, and reasonable instructions issued by ReadyPlay, event organisers, or venue operators;
- (b) behave in a safe, respectful, and sportsmanlike manner at all times during Activities;
- (c) not attend or participate in any Activity while under the influence of alcohol or drugs to an extent that may endanger yourself or others; and
- (d) wear appropriate attire, footwear, and safety equipment for the relevant Activity.

8.2 ReadyPlay may immediately suspend or remove you from any Activity if you breach this paragraph or if your continued participation poses a risk to yourself or others. Where we do so because of your breach, you are not entitled to a refund. This does not affect any right to a refund you have under the Australian Consumer Law.

9. Personal property

9.1 You participate at your own risk and acknowledge that ReadyPlay accepts no responsibility for loss, theft, or damage to personal property brought to or left at any venue or Activity location, except to the extent that liability cannot be excluded at law. You are advised to secure your belongings and avoid bringing valuables.

10. Photography and media

10.1 Photographs, video recordings, or other media may be captured during Activities.

10.2 If you consent, you grant ReadyPlay a non-exclusive, royalty-free, worldwide licence to use, reproduce, and publish that media for marketing, promotional, social media, or operational purposes, without compensation. You can give or withhold that consent in your profile settings, and you can withdraw it at any time.

10.3 If you withdraw consent, we will stop using the media in new marketing or promotional material and will remove it from our own channels within a reasonable time. We cannot guarantee removal of material already published or shared by third parties, and we cannot guarantee the complete exclusion of incidental appearances in group or event-wide footage.

10.4 We will not use media showing a participant under 18 for marketing or promotional purposes without the separate consent of that participant's parent or guardian.

11. Participants under 18

11.1 ReadyPlay is not available to users under the age of 16.

11.2 If you are accepting these Terms on behalf of a participant aged 16 or 17, you warrant that you are the parent or legal guardian of the minor, that you have the legal authority to accept these Terms on the minor's behalf, that you have explained the contents and effect of this Schedule

to the minor, that you agree to be personally bound by this Schedule including the release and the indemnity in your own right, and that you accept responsibility for the minor's compliance with the conduct obligations in this Schedule.

- 11.3 A parent or guardian cannot give away a minor's own legal rights. Nothing in this Schedule operates to release, waive, or limit any claim the minor has in their own right, and nothing in it prevents the minor from bringing that claim after they turn 18. The release and the indemnity in this Schedule bind the parent or guardian personally, not the minor.

12. **Acknowledgement**

- 12.1 By accepting these Terms, you acknowledge and confirm that you have carefully read this Schedule, that you understand its contents and legal effect including that you are giving up substantial legal rights, that you have been given the opportunity to seek independent legal advice, that you have been warned of the risks of participating in the Activities including the risk of personal injury, serious injury, permanent disability, or death, that you accept this Schedule freely, voluntarily, and without duress, and that you intend it to be binding upon you, your heirs, executors, administrators, and personal representatives.

13. **Activities outside New South Wales**

- 13.1 If you participate in an Activity outside New South Wales, the equivalent provisions of the civil liability legislation of the State or Territory where the Activity takes place apply in place of the provisions of the Civil Liability Act referred to in this Schedule.