

ReadyPlay Sport

Terms and Conditions of Use

Effective Date: November 2025

Last Updated: May 2026

1. About ReadyPlay

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.

By creating an account, accessing, or using ReadyPlay, you agree to be bound by these Terms and Conditions of Use (“Terms”), our Privacy Policy, and any other policies referenced herein. 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.

2. Eligibility and Account Registration

(a) 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.

(b) Registration Obligations

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

- You will provide accurate, current, and complete information during registration.
- You will update your information promptly if it changes.

- You are solely responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account.
- You will immediately notify us at readyplaysport@gmail.com if you suspect any unauthorised access to your account.

(c) 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 Section 11 for further detail.

3. Your Use of ReadyPlay

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

(a) Prohibited Conduct

You must not:

- Post or share any content that is offensive, defamatory, threatening, harassing, discriminatory, misleading, or unlawful.
- Impersonate any person or entity, or misrepresent your affiliation with any person or entity.
- Use ReadyPlay to promote violence, discrimination, hatred, or any illegal activities.
- Attempt to hack, disrupt, reverse engineer, decompile, or otherwise interfere with the platform, its security features, or its infrastructure.
- Collect, harvest, or store information about other users without their express consent.
- Use ReadyPlay for any commercial purpose (including advertising, solicitation, or spam) without our prior written approval.
- Create multiple accounts, use automated tools or bots to interact with the platform, or circumvent any technical measures we implement.
- Upload viruses, malware, or any other harmful code.

(b) Content Moderation and Reporting

ReadyPlay reserves the right to review, moderate, and remove any content that we believe, in our sole discretion, 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 readyplaysport@gmail.com. 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

(a) Ownership

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

(b) 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).

(c) Your Representations

By posting User Content, you represent and warrant that:

- You own or have all necessary rights, licences, and permissions to post the content.
- Your content does not infringe any third-party rights, including intellectual property, privacy, or publicity rights.
- Your content is not false, misleading, or deceptive.
- Your content complies with all applicable laws and these Terms.

(d) 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

(a) Event Creation and Hosting

Users and venues can create or host events through ReadyPlay. You acknowledge and agree that:

- **ReadyPlay is not the organiser** of user-created events unless explicitly stated. ReadyPlay provides the platform; event organisers are solely responsible for the accuracy of event information, participant safety, venue suitability, and compliance with all applicable laws and regulations.
- Event organisers are responsible for obtaining any necessary permits, licences, or insurance for their events.
- ReadyPlay does not endorse, verify, or guarantee the quality, safety, or legality of any event, venue, or organiser.

(b) Assumption of Risk

By participating in any sporting event or activity arranged through ReadyPlay, you acknowledge that physical sporting activities carry inherent risks, including but not limited to physical injury, illness, property damage, or death. You voluntarily assume all such risks and agree that ReadyPlay, its directors, officers, employees, and affiliates are not liable for any injury, loss, or damage arising from your participation in any event, except to the extent caused by our negligence or to the extent that liability cannot be excluded under the Australian Consumer Law.

(c) Event Cancellation by Organisers

Event organisers may cancel or modify events at their discretion. ReadyPlay is not responsible for any costs, losses, or inconvenience arising from event cancellations or changes by organisers. If you have paid for an event that is cancelled by the organiser, please contact the organiser directly for a refund, or contact us at readyplaysport@gmail.com for assistance.

(d) 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:

- **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.
- **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 unless the event organiser's own refund policy provides otherwise or the Australian Consumer Law applies.
- **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.

(e) 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:

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.

Strike 2 — Temporary Restriction (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. You will be notified of the restriction and its duration.

Strike 3 — Extended Suspension (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 (posting, messaging, following) will remain active. You will be notified of the suspension and its duration.

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.

(f) 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 readyplaysport@gmail.com with:

- Your account details and the event in question.
- A brief explanation of the circumstances.

- Any supporting information (e.g. medical certificate, 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.

(g) Event Organiser Controls

Event organisers have the right to manage participation in their own events. Organisers may:

- Set their own cancellation and refund policies for paid events, provided they comply with these Terms and the Australian Consumer Law.
- Remove participants from their events for any reasonable cause.
- 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.

(h) 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 Section 18.

6. Payments, Subscriptions, and Refunds

(a) Fees

Some ReadyPlay features (such as premium subscriptions or paid events) may involve fees. All fees will be clearly displayed before you complete a purchase.

(b) Payment Processing

Payments are processed securely through third-party providers (e.g. 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.

(c) Subscriptions and Auto-Renewal

If you purchase a subscription through ReadyPlay:

- Your subscription will automatically renew at the end of each billing cycle (monthly or annually, as applicable) unless you cancel before the renewal date.
- You can manage or cancel your subscription at any time through your app store account settings (Apple App Store or Google Play Store) or through the ReadyPlay app.
- Cancellation takes effect at the end of the current billing period. You will retain access to premium features until then.
- We may change subscription pricing with at least 30 days' notice. Continued use after the price change constitutes acceptance of the new pricing.

(d) Refunds

Refund requests will be handled in accordance with the applicable payment provider's terms and the **Australian Consumer Law (ACL)**. Under the ACL, you are entitled to a refund where services are not provided with due care and skill, are not fit for purpose, or are not delivered as described.

For paid events:

- **Early cancellation (more than 24 hours before):** Eligible for a full refund, unless the event organiser's own refund policy specifies otherwise.
- **Late cancellation (less than 24 hours before):** Not eligible for a refund unless the event organiser's policy provides otherwise or the ACL applies.
- **No-show:** Not eligible for a refund. Participation fees for events you do not attend are forfeited.

- **Event cancelled by organiser:** You are entitled to a full refund. Contact the organiser directly, or contact us at readyplaysport@gmail.com for assistance.

To request a refund, contact us at readyplaysport@gmail.com 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

(a) Termination by ReadyPlay

We may suspend or terminate your account if:

- You breach these Terms or any other ReadyPlay policies.
- You misuse the app or disrupt the experience of other users.
- You violate any applicable laws or third-party rights.
- 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.

(b) Termination by You

You may delete your account at any time through the in-app account deletion feature (Settings > Account > Delete Account) or by contacting us at readyplaysport@gmail.com.

(c) Effect of Termination

Upon termination of your account (by either party):

- Your right to access and use ReadyPlay will immediately cease.
- We will delete or de-identify your personal information in accordance with our Privacy Policy and applicable data retention obligations.
- The following provisions will survive termination and continue to bind you: Section 4(b) (Licence Grant, for content that remains cached or in backups for up to 90 days), Section 5(b) (Assumption of Risk), Section 10 (Disclaimers), Section 12 (Indemnity), Section 13 (Limitation of Liability), Section 14 (Dispute Resolution), and Section 16 (Governing Law).
- 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:

- 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.
- We do not warrant that ReadyPlay will be uninterrupted, error-free, secure, or free of viruses or other harmful components.
- We are not responsible for User Content, third-party content, links, or the conduct of users, organisers, or venues.
- We do not endorse, verify, or guarantee any user, organiser, venue, event, or third-party service accessible through ReadyPlay.

Nothing in these Terms excludes, restricts, or modifies any consumer guarantees or other rights you may have under the **Australian Consumer Law (Schedule 2 of 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:

- Your use of, or conduct on, ReadyPlay.
- User Content you post, upload, or transmit through ReadyPlay.
- Your breach of these Terms or any applicable law.
- Your violation of any third-party rights.
- Any 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: (i) the total fees you have paid to ReadyPlay in the 12 months immediately preceding the event giving rise to the claim; or (ii) 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.

- (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.

Nothing in this section 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

(a) Informal Resolution

If you have a dispute with ReadyPlay, you agree to first attempt to resolve it informally by contacting us at readyplaysport@gmail.com 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.

(b) 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 (ADC) 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.

(c) 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 section prevents either party from seeking urgent interlocutory or injunctive relief from a court at any time.

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 but not limited to: natural disasters, epidemics or pandemics, war or civil unrest, government actions or regulations, 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.

17. General Provisions

(a) Entire Agreement

These Terms, together with the Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and ReadyPlay regarding your use of the platform, and supersede all prior agreements, understandings, or representations.

(b) 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.

(c) 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.

(d) 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.

(e) 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 readyplaysport@gmail.com 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.

19. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of **New South Wales, Australia**. Subject to Section 15 (Dispute Resolution), 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

98 Pittwater Road, Manly, 2095, NSW.