



Bowl Patrol Participant Terms and Conditions

Introduction

1. Bowl Patrol is an exciting bowling program for children aged 6-12 years of age that has been developed by Tenpin Bowling Australia ("TBA") ("Bowl Patrol Program").

2. Below are:

- (a) the terms and conditions for participation in the Bowl Patrol Program; and
- (b) the terms and conditions for registration.

3. TBA reserves the right to vary or amend these terms and conditions for operational, business, security or safety purposes at any time and any variation will be published at www.bowlpatrol.com.au.

Terms and Conditions of Participation in the Bowl Patrol Program

As a parent/guardian enrolling your child into the Bowl Patrol Program you agree, on your child's behalf, to the conditions set out below:

1. You consent to your child participating in the Bowl Patrol Program. You acknowledge that your child will be exposed to certain risks when participating in the Bowl Patrol Program including, but not limited to, physical injury.
2. You consent to you and your child being bound by all TBA policies and by-laws including the Member Protection Policy and its disciplinary procedures available at <http://www.tenpin.org.au/index.php?id=829>
3. You authorise any representative of TBA to obtain any medical assistance, treatment and transport for your child as deemed reasonably necessary. You consent to any such medical treatment and/or transportation for your child. You acknowledge and agree that you will be responsible for any costs associated with any such medical treatment and/or transportation.
4. You agree that your child is required to follow all reasonable and lawful instructions and directions of the Lane Ranger while participating in the Bowl Patrol Program.
5. You consent to TBA recording and photographing your child's participation in the Bowl Patrol Program. You agree that any such photographs, electronic images, sound recordings or video footage may be used by TBA, its Member Associations and its government and commercial partners, in resources and reports, or promotional, advertising or marketing materials, without any further notice or payment to your child or yourself.
6. In consideration of your child's participation in the Bowl Patrol Program, to the extent permitted by law, you agree to release and discharge TBA and its directors, officers, employees, volunteers and agents, from all liability in respect of any loss or damage your child may suffer. Without limiting the foregoing, you also agree to release, defend, hold harmless and indemnify TBA and its directors, officers, employees, volunteers and agents from and against any actions, proceedings, claims, demands, expenses (including legal expenses), damages and liabilities howsoever arising or incurred as a result of or in connection with your child's participation in the Bowl Patrol Program.
7. You understand and agree that TBA requires the information obtained in connection with your child's participation in the Bowl Patrol Program to organise and administer the Bowl Patrol Program and for related purposes including providing you with information in relation to the Bowl Patrol Program, the sport of tenpin bowling and promotional offers from TBA and its program partners. You understand that the information may be used by TBA and its Member Associations.
8. TBA may need to collect personal information about your child. When providing personal information of your child, you agree that this will be used by TBA in accordance with the TBA privacy policy located at <http://www.tenpin.org.au/index.php?id=830> which contains information about how you may access and seek correction of your child's personal information or complain about a breach of privacy, and how TBA will deal with that complaint.

Warning under the Australian Consumer Law (For participants other than in South Australia or Victoria) You acknowledge that you or your child engage in the Bowl Patrol Program at your own risk. If you or your child participate in the Bowl Patrol Program your rights to sue the supplier under the Australian Consumer Law in the event you or your child are killed or injured because the Bowl Patrol Program was not supplied with due care and skill or was not reasonably fit for its purpose, are excluded, restricted or modified in the way set out in these terms and conditions.

EXCLUSION OF GUARANTEES: To the maximum extent permitted by law, the guarantees relating to the supply of services contained in Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law are hereby expressly excluded in respect of the provision of recreational services. NOTE: The change to any rights, as set out in or on this notice, does not apply if you or your child's death or injury is caused by reckless conduct on the supplier's part. "Reckless conduct" is defined in section 139A of the Competition and Consumer Act 2010.

Warning under the Australian Consumer Law and Fair Trading Act 2012 (For participants in Victoria) Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier is required to ensure that the recreational services it supplies to you or your child:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you or your child. By agreeing to these terms and conditions, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you or your child are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these terms and conditions.

NOTE: The change to any rights, as set out in these terms and conditions, does not apply if your or your child's death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

Warning under the Australian Consumer Law (For participants in South Australia)

Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services), there is:

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights: Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you (or another person for whom or on whose behalf you are acquiring the services (a third party consumer)).

If you agree to these terms and conditions, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important

You or your child do not have to agree to exclude, restrict or modify your rights by agreeing to these terms and conditions. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify you or your child's rights by agreeing to these terms and conditions. Even if you agree to these terms and conditions, you or your child may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights. Agreement to exclude, restrict or modify your rights: If you agree to these terms and conditions, you will be agreeing that the liability of TBA for any personal injury that may result from the supply of the recreational services that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) is excluded to the extent permitted by law.

TBA's Acknowledgment

TBA acknowledges that it will, as far as reasonably practicable, conduct the Bowl Patrol Program in accordance with the Bowl Patrol Program's published documents and that all registered Lane Rangers (and relevant nominated assistants) have provided a current Working with Children Card Number or National Police Check prior to their participation in the Bowl Patrol Program.

Terms and Conditions of Bowl Patrol Registration

The Bowl Patrol terms and conditions of registration apply to each participant of the Bowl Patrol Program (including but not limited to use of that Bowl Patrol Program to register and apply for a Bowl Patrol Program benefits). By registering your child online as a participant you are agreeing to those terms and conditions and the terms and conditions contained in this document.