



Water Polo
AUSTRALIA

Water Polo in Australia

Membership and Registration Policy

**Registrations, Affiliations, Database and
Capitation**

Version 6
EFFECTIVE 1 September 2022

Amendments:

	<i>Approved Date</i>	<i>Effective Date</i>
Version 1	18 June 2018	1 July 2018
Version 2	18 April 2019	1 July 2019
Version 3	31 August 2020	1 September 2020
Version 4	31 October 2020	1 November 2020
Version 5	25 June 2021	1 September 2021
Version 6	June 2022	1 September 2022

Membership Policy and Registration Policy

1. Introduction

1.1 Background and Purpose

- 1.1.1 This National Membership and Registration Policy (the “**Policy**”) establishes the structures, procedures and rules of membership that shall apply for individuals and affiliation for entities for water polo (sometimes referred to in this Policy as “**the Sport**”) in Australia.
- 1.1.2 This Policy is formulated and enacted by Water Polo Australia (“**WPA**”) in accordance with the powers set out in WPA’s constitution. This Policy is a “Policy” as that term is defined in the WPA constitution.

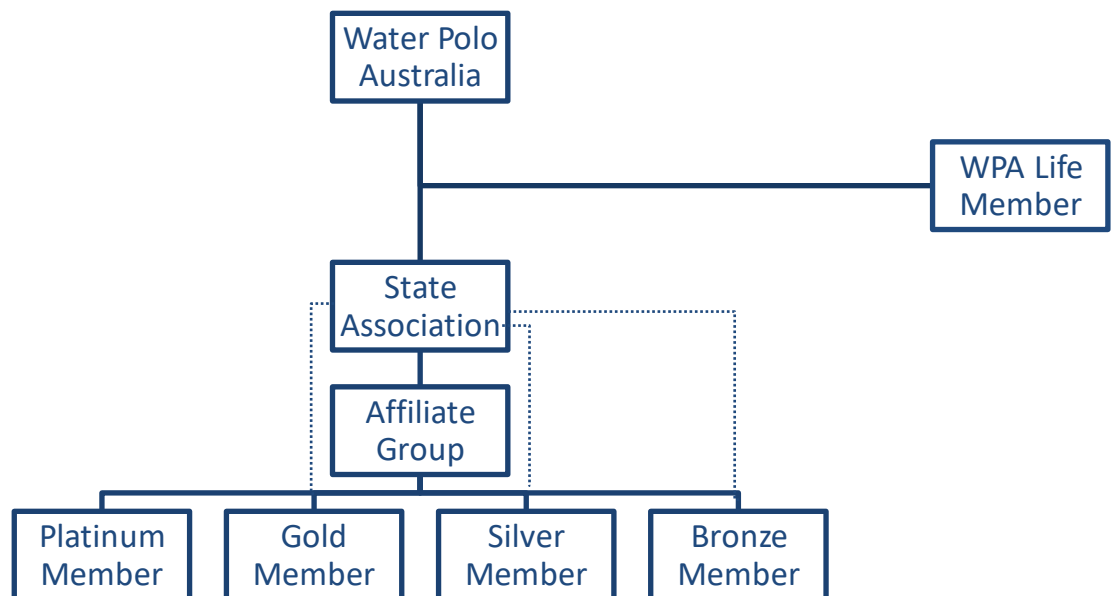
1.2 Application and Scope of Policy

- 1.2.1 The Policy was jointly developed by WPA and its seven (7) State Members.
- 1.2.2 This Policy applies to all State Members of WPA and in turn all members and affiliates of the State Members, in each class in each instance.

2. Membership and Affiliation Structures

2.1 WPA Membership Model

2.1.1 Image / Table 1 below sets out WPA’s national membership and affiliation model:



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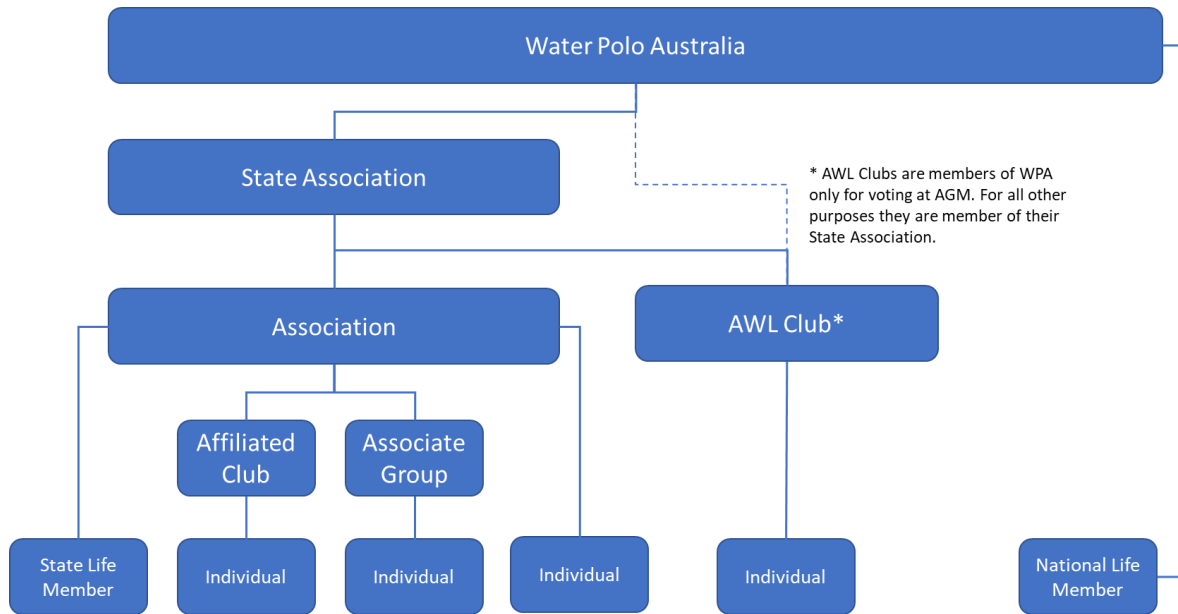


Image 1

2.2 State Members of Water Polo Australia

2.2.1 The Members of WPA at the date of the adoption of this Policy are:

- i. Water Polo Queensland
- ii. Water Polo New South Wales
- iii. Water Polo ACT
- iv. Water Polo Victoria
- v. Water Polo Tasmania
- vi. Water Polo South Australia
- vii. Water Polo Western Australia

2.2.2 The governance of, and administration of the conduct of the Sport in the Northern Territory is at the date of adoption of this Policy is undertaken by Water Polo Queensland, except where clause 3.5 of this Policy applies in relation to a club.

2.2.3 The intention of this Policy is to establish uniform criteria that apply in relation to the registration of participants in the Sport, and also in relation to the membership of and affiliation to Members. WPA and the Members are committed to abiding by this Policy and acting in a uniform manner wherever possible.

2.3 Australian Water Polo League (AWL) Club Member

2.2.4 Current AWL license holders are may be admitted as an AWL Member for voting purposes at the WPA Annual General Meeting.

2.2.5 Eligibility is described in the WPA Constitution.

2.4 Affiliation of Entities to a State Member

2.4.1 Affiliation of entities refers to the formal affiliation of entities that exist to conduct the Sport and related water polo activities. These entities include without limitation associations, clubs, schools and private providers.

2.4.2 All entities delivering and/or conducting the Sport in Australia must be affiliated to a State Member (in accordance with clause 3.5.1)

2.4.3 The categories of Affiliation (aspictured in 2.1.1) are:

- i. **Affiliate:** an entity, incorporated club, group, company or institution that supports and coordinates and delivers water polo activity.

2.4.4 The Affiliation requirements under this Policy include:

- i. Affiliation required to be renewed on an annual basis (1st September)
- ii. Mandatory use of the WPA database for registration of all subsequent members
- iii. Affiliation will not be finalised until:
 - a. All online mandatory details have been completed;
 - b. Annual affiliation fee received in full; and
 - c. All outstanding debts or disciplinary actions are resolved.

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2.4.5 The benefits and permissions attached affiliation at a national level include, as per Image / Table 2 below

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<i>Benefits per category</i>	Affiliate
WPA Insurance scheme	✓
WPA Communications	✓
MemberPool Portal Profile	✓
Ability to register members via WPA MemberPool Database	✓
Eligible to enter teams into competitions/tournaments	✓
Eligible to apply for event/program sanctioning	✓
Access to the CompPool competition management functionality	✓

Image/Table 2

2.4.6 Additional State Member benefits and requirements upon annual affiliations may also be awarded or required at the discretion of the relevant State Member.

2.4 Individual membership

2.4.1 Individual membership refers to natural persons who wish to be registered with an affiliated entity in a designed category of membership and therefore entitled to receive membership of their State Member and WPA.

2.4.2 All people involved in or associated with the Sport in Australia are required to be registered with an affiliated entity (in accordance with clause 3.5.1) in one of the categories referred to in clause 2.4.3.

2.4.3 The categories of individual membership of State Members are:

- i.* **Platinum Registration** – Up to 12-months registration for an individual of any age who participates in any Formal Competition .
- ii.* **Gold Registration** - Up to 12-months registration for an individual of any age who is not an active player but is involved in the sport. (e.g. non-playing coaches and referees)
- iii.* **Silver Registration** - Up to 12-months registration for an individual of any age who participates in in-formal events or activities only.
- i.* **Bronze Registration** – Non-playing Volunteers, parents and supporters as well as players registered into a sanctioned national participation program or school-only program. Organizers may apply to WPA for Bronze Registration status for any new events or activities being launched **WPA Life Member: a WPA award category** in recognition of significant or outstanding achievement or contribution to the sport. Life members receive “Platinum registration benefits” at zero cost.
- ii.* **State Life Member: a WPA award category** in recognition of significant or outstanding achievement or contribution to the sport. Life members receive “Platinum registration benefits” at zero cost.

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Note: For the purposes of definition:

- **Formal competitions/activities** are defined as those where three or more of the following criteria apply:
 - match points, competition ladder and finals,
 - formal competition rules or manual and eligibility rules exist for that competition,
 - relatively fixed teams from week to week as opposed to turn up and play with whoever is there,
 - official referees allocated,
 - the competition is managed by the NSO, SSO or a local Association
 - the number of games or weeks played and the standard of competition, or the competitiveness of the participants is not a factor in this definition.
- **In-Formal Events/activities** are defined as those that have less than three of the criteria listed for Formal Competitions. States may apply to WPA for a new competitions to be granted In-Formal Event status, if it can be demonstrated by the organiser that at least 50% of the participants will be new to the sport.
- **Sanctioned activities/programs** refers to competitions conducted only within a school environment or Nationally identified programs such as FlippaBall as deemed by WPA.

Note: pursuant to clause 10(d)(iii) of the constitution of WPA, a person who is a member of a State Member may become a member of WPA; however only one class of "Individual Membership" of WPA exists under the WPA constitution.

2.4.2 WPA and affiliated entities must comply with the [WPA Privacy Policy](#) and the provisions of the Privacy Act 1988 (Cth), the Australian Privacy Principles (APPs), and the relevant legislation and regulations of the States and Territories when collecting and reporting on individual's data.

2.4.3 The benefits and permissions attached to each affiliation category at a national level include, as per Table / Image 3:

Benefit categories	Platinum Benefits	Gold benefits	Silver benefits	Bronze Benefits
WPA Insurance scheme	✓	✓	✓	✓
WPA Communications	✓	✓	✓	✓
MemberPool Portal Profile	✓	✓	✓	✓
WPA Learning and Development Framework	✓	✓	✓ Limited	✓ Limited
Access to Member Rewards Programs	✓	✓	✓	✓
Eligible to participate in sanctioned programs/activities	✓	✓ As Team Official Only	✓	✓
Eligible to participate in In-Formal competitions/activities	✓	✓ As Team Official Only	✓	
Eligible to participate in Formal competitions/activities	✓	✓ As Team Official Only		
Access to performance pathways/selections	✓	✓ As Team Official Only		
Direct membership to State permitted		✓		

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Image/Table 3

- 2.4.4 The individual membership requirements under this Policy include:
- i. Membership required to be renewed on an annual basis.
 - ii. Membership will not be finalised until:
 - a. All online mandatory details have been completed;
 - b. Annual membership fee received in full (including WPA and State capitation fees and levies); and
 - c. All outstanding debts or disciplinary actions are resolved
- 2.4.5 Additional State Member, Association or Club benefits and requirements upon annual registration may also be awarded or required at the discretion of the relevant State Member.

3. Membership and Affiliation Rules

3.1 Membership / Affiliation Term

- 3.1.1 Membership of, and affiliation to WPA and State Members is valid for a period of up to 12 months or until the current national season end date, whichever occurs first.
- 3.1.2 An affiliate may set the membership registration period for their individual members for any length of term, not exceeding 12 months.
- 3.1.3 Regardless of the membership term set by the affiliate, an individual member must pay the National / State capitation fees once per financial year:

For example, an Affiliated Club may require an Individual member to register separately for the summer and winter seasons. An individual member would only be required to pay the National/State capitation portion of the registration fee once per registration season, regardless of how many times they register for competitions in that in that year.

3.2 Age

- 3.2.1 Membership of WPA is available to individuals of all ages.
- 3.2.2 For the purposes of this policy, a person's age is the person's age on 31 December in the current membership year as defined by Water Polo Australia.

3.3 Retention of Membership

- 3.3.1 In order for an individual to maintain their membership, they must renew their membership with the relevant State Member or affiliated entity annually, by

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completing the online registration from and online payment.

- 3.3.2 An individual's membership may be terminated in the following situations;
- i. If not renewed following the conclusion of the membership term;
 - ii. Upon notification of death;
 - iii. In accordance with the application of the [WPA Conduct and Disciplinary Policy](#); and
 - iv. In accordance with the application of a State Membership Disciplinary Policy or sanction; and
 - v. In any other circumstance or for any other reason prescribed in the constitution or rules of the State Member or affiliated body.

3.4 Registration for Border Associations/Affiliated Clubs

- 3.4.1 An affiliated entity must only seek membership / affiliation from the State Association (or where applicable, the Associations) that governs the geographic area of their primary registered address. For the purpose of clause 3.5.1, if the primary registered address is within 50 kilometers of a State Border the entity may elect to affiliate to one of the bordering State Associations.
- 3.4.2 The bordering State Associations must seek approval from both State Associations before any terms of affiliation are agreed to.
- 3.4.3 Upon election, the entity becomes bound by the rules and requirements of that State Association.

3.5 Multi-club relationship for Members

- 3.5.1 An individual must be a member of at least one Affiliated group or State Association where permitted.
- 3.5.2 An individual member may be a member of more than one Affiliated group, however the first club they register with for that competition year will be considered their 'primary club'. All other memberships will be deemed as "secondary".
- 3.5.3 After registering for the first time in a new season, if an individual member wishes to change/switch their primary club (within State) they must contact their State Association to complete in line with the State's Policies and Procedures.
- 3.5.4 After registering for the first time in a new season, if an individual member wishes to change/switch their Primary Club to a club in a different State, the individual must contact the leaving State and initiate an inter-state transfer to be approved by both Clubs and registered with WPA which must be complete at least two months from the first day of the scheduled competition.
- 3.5.5 Further information regarding eligibility can be found in the Tournament Eligibility Regulations.

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- 3.5.6 An individual member may undertake water polo activities as part of secondary registered club in social/school or local competitions only. An individual member can participate at a National Competition with their secondary registered club in line with the Tournament Eligibility Regulations.

3.6 Direct Membership

- 3.6.1 A State Member may permit direct association of individual members to the State Member only (i.e. no association with an affiliated club) for “Gold members”, but only in the limited circumstances of:
- i. WPA-accredited (or in the process of becoming accredited) coaches
 - ii. WPA-accredited (or in the process of becoming accredited) referees
 - iii. State recognised Life Members

3.7 International Players

- 3.7.1 Members who cease to reside in Australia or Australian players who ordinarily reside outside of Australia may, during their absence from Australia, retain membership of an affiliated club as a Platinum member.

3.8. Listing of non-member Participants

- 3.8.1. In the event of sanctioned water polo activities run for non-members, affiliated entities are required to list minimal required personal data fields of all non-member participants that are involved in activities within the WPA database.
- 3.8.2. Listed participants are not official members of the organisation but will be covered by the organisations public liability insurance for the period of the sanctioned activity only.
- 3.8.3. Listed participants are reported to the Australian Sports Commission as ‘exposure’.

3.9. Gender Separation

- 3.9.1. For single-sex competitions, people can participate in the competition which best reflects their gender identity. This is in accordance with the Sex Discrimination Act 1984 (Cth) and other related state and territory laws, which protects people against discrimination in sport based on gender identity, unless an exemption is permitted by the Australian Human Rights Commission. Please refer to the [WPA Trans and Gender Diverse People Guidelines](#) for more information relating to this.
- 3.9.2. For mixed-gender competitions, people can participate in a manner which best reflects their gender identity. Rules for mixed-gender competitions will be applied based on gender identity.

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4. Membership and Affiliation Registration Processes

4.1 Mandatory use

- 4.1.1 A register of members of all categories and types must be kept and maintained within The MemberPool Database.
- 4.1.2 All individual members and affiliated entities that this Policy applies to must use the MemberPool database.
- 4.1.3 WPA, State Member and Affiliated Group participant/member registrations must be gender inclusive, and align with the ACON's recommended sexuality and gender indicators.

4.2 Data ownership

- 4.2.1 Individuals maintain ownership of their own personal information at all times. WPA owns the database collection of sport data used only in such ways as permitted by the [WPA Privacy Policy](#).
- 4.2.2 WPA is bound by its applicable [Privacy Policy](#) in relation to information sharing.
- 4.2.3 Every entity and person bound by this Policy acknowledges that WPA and State Members may conduct random audits of membership and affiliation records and accuracy of input data.
- 4.2.4 Individual members and affiliated groups have the right to request a copy of the information held specific to themselves only, in accordance with WPA's [Privacy Policy](#).

4.3 Accuracy and duplication

- 4.3.1 Every entity and person bound by this Policy is responsible for the accurate input and maintenance, security and appropriate use of data and records within the WPA database.
- 4.3.2 All parties are required to use all reasonable endeavors to ensure data is not duplicated within the database.
- 4.3.3 In event of a change of any details input to the WPA database at any point in the season/membership year, it is the responsibility of the individual / entity to update the change in the database.
- 4.3.4 In the event of individual members who transfer or join a new entity within the same financial year, the State and National capitation fees will be carried over to the new entity.

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5. Membership and Affiliation Fees

5.1 National Affiliation Fees

- 5.1.1 Each affiliate must pay an annual affiliation fee as set by the relevant State Member.
- 5.1.2 The annual affiliation fee is to be inclusive of a national entity levy (calculated in accordance with clause 5.3)
- 5.1.3 It is a requirement of an entity's affiliation that it registers every individual member.
- 5.1.4 National affiliation fees are non-refundable, unless in the circumstances of technology malfunction.

5.2 National Membership Capitation model

- 5.2.1 "Capitation" means the mandatory administration fee included in a membership category.
- 5.2.2 Capitation in all States is individualised on a per-member basis.
- 5.2.3 All registered individual members must pay the applicable capitation fee (in accordance with clauses 5.3) per their registered membership category.
- 5.2.4 National membership capitation fees are paid as a mandatory component of an individual's club registration fee, which must be paid electronically through the WPA MemberPool. By virtue of the automated financial system in the WPA MemberPool, capitation fees and levies set by each hierarchy entity. (i.e. National, State, Association, Club) is split and paid direct to the corresponding entity. No party will normally hold funds on behalf of another entity.
- 5.2.5 The National capitation fee portion of an individual's members is non-refundable, unless in the circumstances of technology malfunction.
- 5.2.6 Benefits of affiliation include, but are not limited to;
 - i. National insurance scheme
 - ii. National competitions, events and pathway programs
 - iii. Facilitation and administration of the Sport
 - iv. Maintenance of the sports' rules, regulations and policies
 - v. Sport development, including participation and development programs
 - vi. Coach and official education programs
 - vii. Digital services
 - viii. Sport advocacy at National and International level
 - ix. Access to the Member benefits program.

5.3 National Capitation Fees

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5.3.1 The national capitation fees available as at 1 September 2022 are as per table 4:

Category		National Capitation Fee
<i>Affiliated groups</i>	Affiliate	\$84.08
<i>Individual members</i>	Platinum	\$69.37
	Gold	\$42.04
	Silver	\$36.79
	Bronze	\$0.00

Image/Table 4

5.3.2 WPA reserves the right to change these fees at any point in time and in special circumstances only may approve the use of pro-rata capitation fees.

5.3.3 Each State Member and affiliate may add additional capitation fees as deemed necessary.

5.5 Transition fees and GST

5.5.1 Total national fees presented to members are to be inclusive of GST.

5.5.2 Online transaction (2% + \$1.60) fees for national capitation are absorbed by WPA - subject to change

6. Appendix

- MemberPool Affiliate and Member Registration Process – 2022/23 season

2022-23 Registration Process

As per the WPA State Member's Membership and Registration Policy, all individuals join the organisation via an affiliated group, most commonly water polo clubs. In order to meet WPA constitutional requirements and ensure national consistency in data collection, the following processes are applied at a national level for implementation across all State Associations, affiliated groups and individual members in relation to the annual registration process of all parties.

Mandatory Registration Fields – Affiliated Groups

1. Contact Details

- Organisation Name
- Website
- Email
- Phone number
- Primary Contact Person Name
- Primary Contact Email
- Primary Contact Role

2. Primary Location / Venue

- Primary Venue Name
- Street Address
- Suburb
- State
- Post code
- Postal Address
- Suburb
- State
- Post code

3. Category Self-Identification

- Association
- Affiliated Club
- Associate Group
 - i. Private Business for-profit
 - ii. School (Education)
 - iii. Venue/Facility
 - **If Association** – Number of clubs within your Association
 - **If Affiliated Club** – Name of parent/governing Association
 - **If Associate Group** – Sub-category: Private Business / School (Education) / Swim Academy / Water Polo Academy / Facility / Other; please list.

4. Programs/Activity

- Programs offered (select all that apply)
 - Summer Competition
 - Winter Competition
 - Social Competition

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- Masters Competition
- FlippaBall
- Swim Training
- National Championship teams
- Australian Water Polo League Teams
- Referee Mentoring/Development
- Coach Mentoring/Development
- Other participation formats
- Beginner/Introduction to water polo programs

5. National Affiliation Registration Terms and Conditions

By registering with Water Polo Australia Limited (**Water Polo Australia**), **you** (and, if you are under 18 years of age, you and your parent or legal guardian whose name and details appears in the requisite fields) agree that you are bound by the Water Polo Australia National Registration Terms and Conditions (**Registration Terms**) which are set out below.

For the avoidance of doubt, where a capitalised term is used anywhere in these Registration Terms, that term as used in these Registration Terms has the same meaning as defined in the **Constitution** of Water Polo Australia, unless expressly stated to the contrary in these Registration Terms:

You agree that by registering with Water Polo Australia, you:

1. Apply to Water Polo Australia to be admitted as an Individual Member of Water Polo Australia in accordance with the application procedure specified in the Constitution and otherwise by any Policy made in accordance with the Constitution (including these Registration Terms).
2. Agree to your name and other personal details being entered in the Register of Members of Water Polo Australia, as required by the Constitution or by law (including the *Corporations Act 2001* (Cth)).
3. Agree to be, and that you are at all times while you are registered with Water Polo Australia or an Individual Member, bound by and shall comply with the Constitution of Water Polo Australia.
4. Agree to be, and that you are at all times while you are registered with Water Polo Australia or an Individual Member, bound by and shall comply with the FINA Rules made by Fédération Internationale de Natation (**FINA**) and amended from time to time, to whatever extent the FINA Rules are applicable to the sport of water polo or Water Polo Australia.
5. Agree to be, and that you are at all times while you are registered or an Individual Member, bound by and comply with all Policies of Water Polo Australia and all rules, regulations, by-laws, codes of conduct, directions, determinations and decisions made by Water Polo Australia and as amended from time to time (Water Polo Australia's Policies, rules, regulations, by-laws and codes of conduct are published on Water Polo Australia's **Website**, at www.waterpoloaustralia.com.au).
6. Agree to be, and that you are at all times bound by the policies and guidelines that comprise the National Integrity Framework as adopted by Water Polo Australia and as amended from time to time (Water Polo Australia's Policies and Guidelines as adopted under the National Integrity Framework are published on Water Polo Australia's **Website**, at www.waterpoloaustralia.com.au/info-hub/integrity).
7. Agree to immediately give unconditional consent to participate in proceedings referred to or elevated to the National Sports Tribunal (with such consent not to be withdrawn in the absence of express agreement with Water Polo Australia for withdrawal of consent) and to participate fully and in good faith to finality in any National Sports Tribunal proceedings in which you are required to be involved

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(by any referring party, Water Polo Australia or the NST) and to agree to be bound by any decision or recommendation made by the NST, unless Water Polo Australia explicitly expresses that it will not be adopting such decision.

8. Agree that Water Polo Australia retains jurisdiction in relation to any breach or contravention, or any suspected breach and any suspected contravention of the Constitution, these Registration Terms as well as any Policy (including the jurisdiction to investigate suspected breaches and the jurisdiction to issue sanctions in respect of proven breaches and contraventions) even if your registration or Individual Membership ceases before the conclusion of any such investigation and sanctioning process.
9. Agree that FINA retains jurisdiction in relation to any breach or contravention, or any suspected breach and any suspected contravention of the FINA Rules (including the jurisdiction to investigate suspected breaches and the jurisdiction to issue sanctions in respect of proven breaches and contraventions) even if your registration or Individual Membership ceases before the conclusion of any such investigation and sanctioning process.
10. Agree that the information and personal details provided by you to Water Polo Australia is current and correct at time of registration, and that you will notify Water Polo Australia of any change of any of your personal details and information provided, within one (1) month of any change.
11. Acknowledge that the personal information that Water Polo Australia collects from you may be used and disclosed for the purposes set out in Water Polo Australia's **Privacy Policy** (which can be downloaded from Water Polo Australia's Website) including without limitation: processing your registration; conducting and promoting Water Polo Australia's competitions and tournaments, and those of Water Polo Australia's State Members; sharing information with government and law enforcement agencies; and the provision of water polo-related information and communication from Water Polo Australia and its administrators. You may opt out of your email being used for communication purposes by contacting your relevant State Member and/or managing your communication preferences online.
12. Acknowledge that Water Polo Australia may use third parties to collect your personal information, and that Water Polo Australia may in accordance with its Privacy Policy disclose to third parties (such as IT providers, venue operators or survey providers) your personal information.
13. Acknowledge that water polo is a contact sport which poses inherent risks of injury and illness to persons who play the sport, and that you accordingly accept all risks of injury, illness and death involved in training for water polo, competing in the sport of water polo, and otherwise participating in activities related to or forming part of your Individual Membership of Water Polo Australia and your registration to participate in the sport in Australia.
14. Acknowledge that your relevant State Member and Club may apply additional terms and conditions (**State and Club Terms**) in relation to your registration and your participation in water polo with that State Member and Club, including, but not limited to the collection of your personal information. You agree by becoming registered with Water Polo Australia that you will be bound by such additional State and Club Terms. You are directed to make specific enquiries of the relevant State Member and Club for the purpose of obtaining the additional State and Club Terms (if any).
15. Agree that photographs and video footage of you (together **Imagery**) can and may be captured, recorded and live-streamed at **Water Polo Australia-Sanctioned Events** by Water Polo Australia-authorized photographers, videographers and production companies (**Water Polo Australia Sanctioned Photographers**), where Water Polo Australia shall ensure that Water Polo Australia Sanctioned Photographers will be clearly identifiable.
16. If you do not agree your Imagery being captured and recorded at Water Polo Australia-Sanctioned Events, you must notify Water Polo Australia by sending an email to info@waterpoloaustralia.com.au with subject line "Use of Imagery Request". Further details will be provided by Water Polo Australia upon receipt of such an email.

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17. Agree that Water Polo Australia may use your Imagery in any manner Water Polo Australia deems reasonable within the parameters of Water Polo Australia's own Policies, without seeking further permission from you. This use may include without limitation the use of Imagery depicting you on Water Polo Australia's Website including in the Website's photo galleries; live-streaming services and other forms of broadcast and dissemination of content; the production and distribution of video highlights packages; through Water Polo Australia's social media channels; the production of reports; and the production of promotional collateral.
18. If your Imagery is to be used outside of what Water Polo Australia deems normal business activities, you (if you are able to be identified) may be contacted by or on behalf of Water Polo Australia with view to seeking your further approval in relation to that use of Imagery that depicts you.
19. Agree that Water Polo Australia may provide Imagery depicting you to broadcast and media outlets for purposes of promoting the Water Polo Australia-sanctioned event or the sport of water polo more generally.
20. Agree that Water Polo Australia may provide Imagery depicting you to state and federal government sports, tourism and events agencies supporting Water Polo Australia-Sanctioned Events, in accordance with Water Polo Australia's contractual obligations.
21. Acknowledge that water polo memberships (including Individual Memberships) include Club, State and National components and that Water Polo Australia's refund policy states the below relating to refunds with respect to the Water Polo Australia component:
 - a. A member will receive a **full refund** of the Water Polo Australia component of their membership fees if the member has **NOT** participated in training or playing due to illness or injury.
 - b. Water Polo Australia will retain 100% of the membership fee if the following options occur:
 - i. The Member has participated in training or playing, and then elects to cancel their Membership due to the Member sustaining an injury or for any other reason.
 - ii. The Member elects to downgrade their level of Membership.
 - iii. The Member changes their mind and no longer wishes to participate in the sport.

Mandatory Registration fields – Individuals

1. Personal Details

- First Name
- Surname
- Date of Birth
- Gender
 - Male
 - Female
 - Non-Binary
 - Other: please specify
- OPTIONAL - Disability and Inclusion Self-Identification (for data analysis purposes only):
 - Blind or Visually Impaired
 - Deaf / Hard of Hearing
 - Intellectually Impaired
 - Physically limited (e.g amputees, wheelchair, other than the above)
 - Not applicable

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- OPTIONAL – Diversity Self-Identification (for data analysis purposes only):
 - Aboriginal and/or Torres Strait Islander
 - Australian
 - Oceanic regions
 - European/UK region
 - Canada/The Americas region
 - African region
 - Other: please identify
 - Prefer not to disclose

2. Contact Details

- Street Address
- Suburb
- State
- Post Code
- Phone Number
- Email Address

3. Parent Guardian (if under 18 years) / Emergency Contact (if over 18 years)

- Contact Full Name
- Contact Phone Number
- Contact Email Address

4. Membership

- What activities do you intend/wish to undertake this season? (select all that apply)
 - Play competitively
 - Play socially/informally
 - Play FlippaBall
 - Coach
 - Referee
 - Volunteer/Officiate – table/club committee etc
 - Parent/Other/none of the above
- Did you play/register for a different club in the last playing season?
- Previous Club Name
- Previous Club State Association

5. National Registration Terms and Conditions

By registering with Water Polo Australia Limited (**Water Polo Australia**), **you** (and, if you are under 18 years of age, you and your parent or legal guardian whose name and details appears in the requisite fields) agree that you are bound by the Water Polo Australia National Registration Terms and Conditions (**Registration Terms**) which are set out below.

For the avoidance of doubt, where a capitalised term is used anywhere in these Registration Terms, that term as used in these Registration Terms has the same meaning as defined in the **Constitution** of Water Polo Australia, unless expressly stated to the contrary in these Registration Terms:

You agree that by registering with Water Polo Australia, you:

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1. Apply to Water Polo Australia to be admitted as an Individual Member of Water Polo Australia in accordance with the application procedure specified in the Constitution and otherwise by any Policy made in accordance with the Constitution (including these Registration Terms).
2. Agree to your name and other personal details being entered in the Register of Members of Water Polo Australia, as required by the Constitution or by law (including the *Corporations Act 2001* (Cth)).
3. Agree to be, and that you are at all times while you are registered with Water Polo Australia or an Individual Member, bound by and shall comply with the Constitution of Water Polo Australia.
4. Agree to be, and that you are at all times while you are registered with Water Polo Australia or an Individual Member, bound by and shall comply with the FINA Rules made by Fédération Internationale de Natation (**FINA**) and amended from time to time, to whatever extent the FINA Rules are applicable to the sport of water polo or Water Polo Australia.
5. Agree to be, and that you are at all times while you are registered or an Individual Member, bound by and comply with all Policies of Water Polo Australia and all rules, regulations, by-laws, codes of conduct, directions, determinations and decisions made by Water Polo Australia and as amended from time to time (Water Polo Australia's Policies, rules, regulations, by-laws and codes of conduct are published on Water Polo Australia's **Website**, at www.waterpoloaustralia.com.au).
6. Agree to be, and that you are at all times bound by the policies and guidelines that comprise the National Integrity Framework as adopted by Water Polo Australia and as amended from time to time (Water Polo Australia's Policies and Guidelines as adopted under the National Integrity Framework are published on Water Polo Australia's **Website**, at www.waterpoloaustralia.com.au/info-hub/integrity).
7. Agree to immediately give unconditional consent to participate in proceedings referred to or elevated to the National Sports Tribunal (with such consent not to be withdrawn in the absence of express agreement with Water Polo Australia for withdrawal of consent) and to participate fully and in good faith to finality in any National Sports Tribunal proceedings in which you are required to be involved (by any referring party, Water Polo Australia or the NST) and to agree to be bound by any decision or recommendation made by the NST, unless Water Polo Australia explicitly expresses that it will not be adopting such decision.
8. Agree that Water Polo Australia retains jurisdiction in relation to any breach or contravention, or any suspected breach and any suspected contravention of the Constitution, these Registration Terms as well as any Policy (including the jurisdiction to investigate suspected breaches and the jurisdiction to issue sanctions in respect of proven breaches and contraventions) even if your registration or Individual Membership ceases before the conclusion of any such investigation and sanctioning process.
9. Agree that FINA retains jurisdiction in relation to any breach or contravention, or any suspected breach and any suspected contravention of the FINA Rules (including the jurisdiction to investigate suspected breaches and the jurisdiction to issue sanctions in respect of proven breaches and contraventions) even if your registration or Individual Membership ceases before the conclusion of any such investigation and sanctioning process.
10. Agree that the information and personal details provided by you to Water Polo Australia is current and correct at time of registration, and that you will notify Water Polo Australia of any change of any of your personal details and information provided, within one (1) month of any change.
11. Acknowledge that the personal information that Water Polo Australia collects from you may be used and disclosed for the purposes set out in Water Polo Australia's **Privacy Policy** (which can be downloaded from Water Polo Australia's Website) including without limitation: processing your registration; conducting and promoting Water Polo Australia's competitions and tournaments, and those of Water Polo Australia's State Members; sharing information with government and law enforcement agencies; and the provision of water polo-related information and communication from Water Polo Australia and its administrators. You may opt out of your email being used for

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communication purposes by contacting your relevant State Member and/or managing your communication preferences online.

12. Acknowledge that Water Polo Australia may use third parties to collect your personal information, and that Water Polo Australia may in accordance with its Privacy Policy disclose to third parties (such as IT providers, venue operators or survey providers) your personal information.
13. Acknowledge that water polo is a contact sport which poses inherent risks of injury and illness to persons who play the sport, and that you accordingly accept all risks of injury, illness and death involved in training for water polo, competing in the sport of water polo, and otherwise participating in activities related to or forming part of your Individual Membership of Water Polo Australia and your registration to participate in the sport in Australia.
14. Acknowledge that your relevant State Member and Club may apply additional terms and conditions (**State and Club Terms**) in relation to your registration and your participation in water polo with that State Member and Club, including, but not limited to the collection of your personal information. You agree by becoming registered with Water Polo Australia that you will be bound by such additional State and Club Terms. You are directed to make specific enquiries of the relevant State Member and Club for the purpose of obtaining the additional State and Club Terms (if any).
15. Agree that photographs and video footage of you (together **Imagery**) can and may be captured, recorded and live-streamed at **Water Polo Australia-Sanctioned Events** by Water Polo Australia-authorized photographers, videographers and production companies (**Water Polo Australia Sanctioned Photographers**), where Water Polo Australia shall ensure that Water Polo Australia Sanctioned Photographers will be clearly identifiable.
16. If you do not agree your Imagery being captured and recorded at Water Polo Australia-Sanctioned Events, you must notify Water Polo Australia by sending an email to info@waterpoloaustralia.com.au with subject line "Use of Imagery Request". Further details will be provided by Water Polo Australia upon receipt of such an email.
17. Agree that Water Polo Australia may use your Imagery in any manner Water Polo Australia deems reasonable within the parameters of Water Polo Australia's own Policies, without seeking further permission from you. This use may include without limitation the use of Imagery depicting you on Water Polo Australia's Website including in the Website's photo galleries; live-streaming services and other forms of broadcast and dissemination of content; the production and distribution of video highlights packages; through Water Polo Australia's social media channels; the production of reports; and the production of promotional collateral.
18. If your Imagery is to be used outside of what Water Polo Australia deems normal business activities, you (if you are able to be identified) may be contacted by or on behalf of Water Polo Australia with view to seeking your further approval in relation to that use of Imagery that depicts you.
19. Agree that Water Polo Australia may provide Imagery depicting you to broadcast and media outlets for purposes of promoting the Water Polo Australia-sanctioned event or the sport of water polo more generally.
20. Agree that Water Polo Australia may provide Imagery depicting you to state and federal government sports, tourism and events agencies supporting Water Polo Australia-Sanctioned Events, in accordance with Water Polo Australia's contractual obligations.
21. Acknowledge that water polo memberships (including Individual Memberships) include Club, State and National components and that Water Polo Australia's refund policy states the below relating to refunds with respect to the Water Polo Australia component:
22. A member will receive a **full refund** of the Water Polo Australia component of their membership fees if the member has **NOT** participated in training or playing due to illness or injury.
23. Water Polo Australia will retain 100% of the membership fee if the following options occur:
24. The Member has participated in training or playing, and then elects to cancel their Membership due to the Member sustaining an injury or for any other reason.

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- 25. The Member elects to downgrade their level of Membership.
- 26. The Member changes their mind and no longer wishes to participate in the sport.

END – Current for 2022/23