

# **TERMS & CONDITIONS**

#### **TERMS & CONDITIONS FOR MEMBERSHIP**

I hereby declare, that all information I provide on the application forms for new membership & in applying for renewal membership on the electric data application is true and correct. I also agree to abide by the SCA National, relevant State Bodies and branch Constitutions, Code of Conduct & rules of Competition when applying to join or renew my membership to these parties.

Existing members renewing their membership - These renewal fees once paid are not refundable.

Membership fees paid are not transferable to any other person or member.

New Members applying for membership - Should your membership be refused, the application fee will be returned back to you less a \$30.00 fee applied for Administration Fees. The returning fee paid will be reimbursed back to your Bank Account (less \$30.00).

A fee of \$20.00 is applicable to obtain a replacement membership card.

### **Assumption of Risk**

You understand the Inherent "Risk" associated with any firearm & that their related activities have a degree of "Risk" and cannot be made completely safe. By participating in these activities & Competitions, you freely, knowingly and voluntarily assume the risks associated with this activity.

### **Liability Release - Covenant Not to Sue**

You agree that when you become a member and make use of the facilities and options being provided by the SCA, State Bodies, Branch facilities/premises, it shall be at your sole risk.

You also agree that the SCA, State body & Branch that you have joined are not responsible for the actions of any of its members or guests during the period of your membership.

If you bring any personal property onto the premises of the Branch, parking area or grounds, you take such action at your own risk. You understand that the SCA, the State body & the Branch in control of the facility are not responsible in any way for damage to, or loss of, any personal property that you bring onto their premises, including but not limited to, losses due to theft, damage, or car accident.

You agree to hold the SCA, the State body & the Branch, its successors, assigns, owners, officers, managers, employees, and agents harmless from all claims which may be brought against them by you or on your behalf, by your family, and your executors, administrators, and personal representatives for any such injuries or claims aforesaid and you for yourself and on behalf of your family, executors, administrators, and personal representatives do hereby forever release and discharge the SCA, the State body & the Branch, its successors, assigns, owners, officers, directors, employees, and agents

from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation, expiration or termination of this Agreement. You agree to the preceding, even though said damages, injuries, or fatalities may result from events not directly related to the events contemplated by this agreement.

By proceeding forward into payment for membership you declare and accept that you have read and understood these conditions as an agreement between yourself, the SCA, the State Body & Branch providing access to their facilities. You undertake to comply with and uphold the conditions and agreement above. You also acknowledge that you have been given the opportunity to consult with legal counsel before accepting this agreement and that you agree to this with legal counsel's approval, or you have waived your right to legal counsel and assume the risk of this agreement without the benefit of counsel at your own choosing.

The SCA rules & Code of Conduct are available on the SCA Website to review. Other rules & regulations to the State bodies & Branch are available on request to the relevant bodies

#### **TERMS & CONDITIONS FOR COMPETITION ENTRY**

#### **Competition Entry for All Categories**

To enter any SCA registered Competition you agree that all persons being entered by you are recognised "Member(s)" of the Association as defined by the rules of the Association. All persons entering are current with their membership fees that define them as a member of the Association.

### **Competition Entry for Minors (Juniors)**

The SCA, State body or Club are unable to provide or be held responsible for the supervision of minor(s) at these Competitions/events. Any minor(s) not holding a recognized firearm permit that allows them to own, or use, a firearm/ammunition outside of supervision, must be accompanied by their parent, or authorized guardian. Any guardian of the minor required is to be organised by the parent. It is the responsibility of the parent/ guardian to accept full responsibility & supervision of the minor at all times while they are in possession of the firearm/ammunition, but also at all other times whilst on the Club grounds/property as required.

# **Competition Entry Payment**

All Entry Fees for the Competition selected by you must be paid in full on this site before you are recognised & reserved a place in the selected competition.

Once Entry Fees have been paid for, any cancellation of your entry will incur a \$30.00 fee applied for Administration Fees. The remaining part of the Entry Fee to be returned will be reimbursed to your Bank Account less \$30.00.

### **Cancellation of Competition Entry**

To receive a refund of your paid Entry Fee (less the \$30.00 Administration Fee), any request to cancel must be received in writing a minimum of 14 days out from the start of the competition. Any reimbursement of fees for a cancellation request after this time period/date has been reached will be at the discretion of the SCA management committee.

Entry Fees are not transferrable to another member.

### **Privacy Statement**

SCA use Ezidebit to process the payments. This is a 100% secure gateway and no financial details are stored by SCA. SCA does not store credit card details, nor do we share customer details with any third party.

#### **Assumption of Risk:**

You understand the Inherent "Risk" associated with any firearm & that their related activities have a degree of "Risk" and cannot be made completely safe. By participating in these activities & Competitions, you freely, knowingly and voluntarily assume the risks associated with this activity.

#### **Liability Release - Covenant Not to Sue:**

You agree that when you use of the Gun Club's premises and facilities it shall be at your sole risk.

You agree that the SCA, The State body & the Gun Club controlling the Competition event are not responsible for the actions of any of its members or guests present at the competition event.

If you bring any personal property onto the premises of the Gun Club, parking area or Competition grounds, you take such action at your own risk. You understand that the SCA, the State body & the Gun Club controlling the event are not responsible in any way for damage to, or loss of, any personal property that are brought onto the premises of the Gun Club, parking areas & competition grounds, including but not limited to, losses due to theft, damage, or car accident.

You agree to hold the SCA, the State body & the Gun Club operating the Competition event, its successors, assigns, owners, officers, managers, employees, and agents harmless from all claims which may be brought against them by you or on your behalf, by your family, and your executors, administrators, and personal representatives for any such injuries or claims aforesaid and you for yourself and on behalf of your family, executors, administrators, and personal representatives do hereby forever release and discharge the SCA, the State body & the Gun Club operating the Competition event, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation, expiration or termination of this Agreement. You agree to the preceding, even though said damages, injuries, or fatalities may result from events not directly related to the events contemplated by this agreement.

## **Competition Cancellation Policy by SCA**

SCA reserves the right to alter, amend or cancel all, or any, of the competitions registered at any time. Any Competition cancelled by SCA will have the Entry Fee refunded back to you at the full rate of the Entry Fee with no Administrations Fees levied. Refunds will be processed within 21 days of the cancellation notice by the same method used by you for payment.

SCA will not be held responsible for compensation to you for any personal loss for travel reservations made (Including air flights), Accommodation or other particulars or to third parties in preparing for the event if it is cancelled.

### **Image Rights**

You consent to photographs, videos and electronic images being taken of you before, during or after a Competition. You acknowledge and agree that SCA owns those photographs, videos and images, and that we may use the photographs, videos and images and your name and voice for promotional purposes through any form of media without your further consent. SCA is not responsible for any photographs, videos or electronic images taken during the Competition that have not been solicited by SCA.

### **Force Majeure**

The SCA, the State body & the Gun Club operating the competition event cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of, "force majeure". In these entry conditions, "force majeure" means any event which SCA, the State

body & the Gun Club or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

By proceeding forward into payment for the event you declare and accept that you have read and understood these conditions as an agreement between yourself, the SCA, the State body & Club organizing the competition(s). You also agree to respect the rules and the Code of Conduct of the SCA during the event and you undertake to comply with and uphold the conditions and agreement above. You also acknowledge that you have been given the opportunity to consult with legal counsel before accepting this agreement and that you agree to this with legal counsel's approval, or you have waived your right to legal counsel and assume the risk of this agreement without the benefit of counsel at your own choosing.

The SCA rules & Code of Conduct are available on the SCA Website to review. Other rules & regulations to the State bodies & Branch are available on request to the relevant bodies.

#### **GENERAL**

SCA reserves the right to revise these Terms & Conditions at any time without notice. Please check the Terms & Conditions on the SCA website from time to time for any changes. Continuing your membership with SCA after such a revision has been made shall constitute your acceptance of the revised Terms & Conditions.