



**NEW SOUTH WALES RUGBY FOOTBALL LEAGUE LIMITED ACN 002 704 761
(‘NSWRL’)**

**(List the Legal Entity that comprises the Club’s operation and ACN)
(‘Club’)**

PARTICIPATION AGREEMENT



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PARTICIPATION AGREEMENT

AGREEMENT dated ___ day of _____, 2017

BETWEEN **NEW SOUTH WALES RUGBY FOOTBALL LEAGUE LIMITED**
(ACN 002 704 761) of 6 Herb Elliott Ave, Sydney Olympic Park NSW 2127
(‘NSWRL’)

AND (List the Legal Entity that comprises the Clubs operation and ACN)
(‘Club’)

PURPOSE

- a. The NSWRL conducts the NSWRL State-wide Competitions, including the Intrust Super Premiership (ISP) NSW, Jersey Flegg, Ron Massey Cup, NSW Women’s Premiership, and Sydney Shield senior competitions, as well as the SG Ball, Tarsha Gale, and Harold Matthews junior competitions (together, the ‘**Competitions**’).
- b. The Club enters a Team(s) of Players to play in the Competitions.
- c. This agreement outlines the roles, responsibilities, and relationship between the NSWRL and the Club, whose application has been accepted by the NSWRL to participate in the State-wide Competitions.
- d. Upon execution of this Agreement each party shall be bound to the terms and conditions set out below and each party acknowledges and agrees that it understands and will adhere to those terms and conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

‘**Application to Participate**’ means the document identified under that name lodged by each of the Clubs with the NSWRL for the 2018 and any subsequent Competitions.

‘**Appeals Committee**’ means the body formed in order to hear any appeal against a fine imposed on the club for a breach of competition rules. The committee shall consist of the NSWRL Chief Executive Officer, the NSWRL Chief Operating Officer and the Chairman of the NSWRL Board.

‘**ARLC**’ means the Australian Rugby League Commission ABN 94 003 107 293.

‘**Broadcasting Rights**’ means all rights to exploit all matches, events, training associated with the Competitions, appearances and functions associated with the Competition by any means



of audio, audio visual or visual transmission, exhibition or reproduction including, without limitation, free-to-air, subscription, pay per view, internet, on-line, via social media platforms, wireless broadcasts to remote or hand held devices including telephone handsets and other forms of electronic distribution.

'Broadcaster' means free-to-air or subscription television networks, radio stations or any other producer of audio, audio visual or visual material.

'Business Plan' means a Club's rolling three-year business plan covering the current Financial Year and the two subsequent Financial Years, setting out:

- a) the Club's plans for financing capital expenditure and activities of the Club over the period covered by the Business Plan;
- b) an itemised budget specifying an estimate of income to be received and the expenses to be incurred by the Club in implementing that Business Plan; and
- c) the Club's plans for financing their Development Plan.

'CEO' means the Chief Executive Officer of the Club.

'Club' means any company or group of companies incorporated under the Corporations Act (Commonwealth) or Associations Incorporation Act 2009 (NSW) and that has lodged a successful Application to Participate in the State-Wide Competition.

'Club Sponsor' means a sponsor of a Club, as approved by the NSWRL.

'Competitions' means the Intrust Super Premiership and its Subsidiary Pathway Competitions operated and managed by NSWRL, and comprises:

- a) pre-season or official trials conducted by NRL or a Club or Clubs;
- b) a Regular Competition;
- c) a Final Series; and
- d) any other NSWRL approved match.

'Criteria for Entry' means the documentation accompanying the 'Application to Participate'.

'Development Plan' means a Club's plan for the development of their subsidiary clubs, players and coaches.

'Domestic Club' means any Club based in Australia.

'Finals Series' means the play-off series between the top 8 Teams in the Competition (or any other number of Teams determined by NSWRL).

'Financial Year' means each period of 12 months commencing on 1 November in any given year and ending on 31 October of the subsequent year, or such other period as NSWRL determines.

'Gold Shield' means the online entry application filled in and updated by all clubs prior to participation. This sets out the minimum standards required of clubs across Governance and Administration, Finance, Media, and Facilities in order to participate in the Competitions.

'Grant' means a grant referred to in **Schedule 1**.

'Home Ground' means the grounds of a Club that are the playing base of that Club.

'Liabilities' means all liabilities, losses, damages, outgoings, costs and expenses of whatever description.

'Licence' means a licence to participate in the Competition on the terms and conditions contained in this Agreement.

'Non-Domestic Club' means any Club not incorporated in Australia.

'NRL' means National Rugby League Limited ABN 23 082 088 962.

'Parties' means the parties to this Agreement and **'Party'** means either NSWRL or the Club.

'Pathway Competition' means the Harold Matts, SG Ball, Jersey Flegg, and Tarsha Gale competitions that are managed and administered by the NSWRL, comprising part of the Competitions.

'Player' means a rugby league player who has been registered by NSWRL pursuant to the Rules.

'Playing Contract' means a contract between a Club and a Player or any other agreement to play rugby league for or on behalf of a Club, in return for payment, or other benefits.

'Premiership Competition' means the weekly games in the Competition during any one Season but does not include the Final Series or pre-season or official trials.

'Related Body Corporate' has the meaning given to that term in section 50 of the Corporations Act.

'Representative Match' means any:

- a) State of Origin match;
- b) representative rugby league match involving rugby league teams representing Australia;
- c) international rugby league match involving rugby league teams representing Australia; and
- d) other match determined by NSWRL to be a representative match such as the Ron Massey Cup Rep Team

'Rules' means the NSWRL Rules, in conjunction with the Major Competition Operations Manual and any NRL Rules adopted by the competition.



'Subsidiary Club' means any club affiliated with a Club under an affiliation agreement either approved or registered with the NSWRL.

'Team' means a team of Players competing in the Competition for a Club.

'Team Apparel' means apparel worn by Players in Competition matches.

'Term' means the period referred to in Clause 2 of this Agreement

'NSWRL Board' means the board of directors of NSWRL.

'NSWRL Sponsor' means a sponsor of NSWRL.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- a) headings are for ease of reference only and do not affect the meaning of this Agreement;
- b) the singular includes the plural and vice versa and words importing gender include other genders;
- c) a reference to a clause, paragraph or schedule is a reference to a clause or paragraph of or schedule to this Agreement and a reference to this Agreement includes any schedules;
- d) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- e) a reference to a Party includes its executors, administrators, successors and permitted assigns;
- f) words and expressions importing natural persons include any individual, body corporate, unincorporated body, government, government department, agency and any municipal, local, statutory or other authority and any combination or association of individuals, bodies corporate, unincorporated bodies, governments, government departments, agencies and municipal, local, statutory or other authorities (in each case whether or not having a separate legal identity); and
- g) words and expressions defined in the Corporations Law as at the date of this Agreement have the meanings given to them in the Corporations Law at that date.

2. LICENCE / TERM

In consideration of the Club agreeing to the terms and conditions of this Agreement, the NSWRL hereby grants a licence to the Club to participate in the Competition (or that part of the Competition for which the Club has made successful Application to Participate) for the period commencing on the

date of this Agreement and expiring on **31 October 2019** unless terminated earlier in accordance with Clause 14 (the 'Licence Term').

3. MUTUAL ACKNOWLEDGEMENTS

3.1 Acknowledgment by Club

The Club acknowledges and agrees that:

- a) The NSWRL will be responsible for the costs of and have control over all organisation, promotion and marketing of the Competition.
- b) It shall be bound by the NRL Laws of the Game as promulgated by the ARLC Constitution, National Code of Conduct, NSWRL Constitution, NSWRL Rules, NSWRL Policies, the applicable Competition Operations Manual and Match Conditions and any other policy, procedure or resolution as passed by the Board of Directors of the NSWRL relating to same.
- c) It shall use its best endeavours to comply, support and bring into effect all recommendations, submissions, applications and advices of the NSWRL board in relation to the competitions it is entered into.
- d) All Broadcasting Rights shall remain the sole property of the NSWRL and the Club shall use its best endeavours to support and protect those Broadcasting Rights for the benefit of the NSWRL.
- e) All information provided in the Gold Shield application is accurate and truthful at the time of writing, as attested to in the **Declaration**, and shall use its best endeavours to provide the most up to date information on that application throughout the Licence Term.

3.2 Acknowledgment by NSWRL

NSWRL acknowledges and agrees:

- a) That it is not entitled to compel or direct the Club to relocate, to merge, to enter into a joint venture with any other Club or to change its identity, logo, name or branding.
- b) That it will use every reasonable endeavour to secure adequate funding for the Competition and assist the Clubs to secure and maintain financial viability for the purpose of competing in the Competition.
- c) That it will liaise and consult with the Clubs through the NSWRL General Manager-Football and the Head of Competitions for the purpose of meeting its obligations set out under this Clause 3.2.

3.3 Enhancing the Competition

The parties acknowledge and agree:



- a) That it is their mutual responsibility to enhance and increase the exposure of the Competition.
- b) To take up all reasonable opportunities and to assist each other to enhance and increase the exposure of the Competition.

4. OTHER COMPETITIONS

The Club must make the Players in its Team available for selection and participation in all Representative Matches. If a player is selected to participate in a Representative Match, the Club must comply with any reasonable direction of the NSWRL to stand down that player from a Competition match or matches.

5. RIGHTS OF THE CLUB

The Club will have the following rights during the Term:

- a) the right to operate a Team;
- b) the right to receive Grants, including those set out in **Schedule 1**;
- c) (**income from games**) the right to gate receipts, corporate box receipts, ground advertising income and ground food and beverage concession income in relation to Competition games played on the Club's Home Ground; and
- d) (**prize money**) the right to compete for and (where appropriate) receive prize money, the amount of which will be notified to Clubs prior the first fixture of the Competition.

6. OBLIGATIONS OF THE CLUB

6.1 Best team

The Club must participate in the Competition with its best Team presented in its registered playing apparel.

6.2 Competitive team

The Club will use its best endeavours to ensure that its Team is competitive with the teams of other Clubs.

6.3 Participation in Competition

The Club must ensure that its Team participates in the Competition in accordance with the Competition format set out in the Operations Manual and the schedule of matches determined by NSWRL.



6.4 Schedule of matches

The Club shall comply with:

- a) the schedule of matches (being the weeks in which matches in the Competition will be played, and the Clubs participating in those matches) advised by the NSWRL by 31 December of each year of the licence; and
- b) the date and kick-off times of each match in the schedule of matches which may be subject to the obligations of NSWRL to persons to whom it has granted some or all of the Broadcasting Rights; and
- c) the directions of the NSWRL regarding the venue for the Finals Series and Grand Final of the Competition

6.6 Audited financial statements and reports

The Club shall comply with the requirements set out in the Gold Shield as regards the availability and supply to the NSWRL of audited financial statements and reports.

6.7 Business Plan

The Club shall comply with the requirements set out in the Gold Shield as regards the availability and supply to the NSWRL of a viable and realistic Business Plan.

6.8 Development Plan

The Club shall agree with the NSWRL and implement a sound Development Plan, based on the information supplied by the club within the Gold Shield application.

6.9 Compliance with Rules

- a) The Club acknowledges the importance of, and agrees that it is bound by, the Rules, and must:
 - i. comply with the Rules and with any lawful determinations made by any tribunal established by or in accordance with the Rules; and
 - ii. ensure that its Players, officers and employees comply, at all times during the course of carrying out that person's duties or functions, with the Rules and with any lawful determinations made by any tribunal established by or in accordance with the Rules.
- b) The Club agrees that NSWRL is entitled to withhold from the payment of the Club's Participation Grant the amount of any fine imposed on the Club pursuant to the Rules, provided that no withholding will be made until:



- i. the Club notifies NSWRL that it will not appeal against the imposition of that fine;
- ii. any applicable time for lodging an appeal against the imposition of that fine has elapsed or expired and the Club has not lodged an appeal; or
- iii. the Appeals Committee upholds the imposition of that fine (or imposes a fine of a lesser or greater amount);

6.10 Status of Rules

- a) The Rules are a schedule to, and (unless the contrary intention appears) form part of, this Agreement, at **Schedule 3**.
- b) The Rules may be varied, withdrawn or replaced by NSWRL (or NRL where appropriate) from time to time in their absolute discretion.
- c) In the event of any inconsistency between the Rules and any provision of this Agreement, the provisions of this Agreement prevail. The NSWRL may, at its discretion, consult with the Clubs in relation to any change of the Rule.
- d) The Major Competitions Operations Manual shall prevail over the NSWRL Rules in the event of any inconsistencies.

6.11 Insurance

The Club shall comply with the requirements set out in the Gold Shield as regards Player insurance cover. In addition to those requirements, the club shall advise and recommend their Players obtain and maintain during the term of their Playing Contract additional income protection insurance, private health insurance and/or similar products.

7. TEAM

7.1 Club to procure coaching and support staff

- a) The Club must procure the services of experienced support staff (including coaches) and all ancillary facilities reasonably necessary to enable the Team to participate at the highest possible level in the Competition.
- b) Each member of the support staff (including coaches, managers, sports trainers, LeagueSafe runners) are to be registered via the National Database and compliant with the qualification guidelines as set out in the NSWRL Operations Manual

8. PLAYERS / COACHES

8.1 Playing / Coaching Contract



The Club must ensure that it has in place, and maintains in force:

- a) a Playing / Coaching Contract, in a form that complies with the Rules, with each player / coach in its Team;
- b) a written contract with any player / coach to whom it has made any form of contractual commitment; and
- c) policies and procedures to hire, recruit, engage with, remunerate, and account for and pay the entitlements of players / coaches in compliance with relevant legislation and regulations, including but not limited to Working With Children legislation, Anti-Discrimination legislation, the Fair Work Act, Income Tax legislation, and the Superannuation Guarantee (Administration) Act.

8.2 Player / Coach Registration

The Club acknowledges that:

- a) a Player that is not currently registered with NSWRL in accordance with the Rules is not eligible to be selected for, or to play or attempt to play, in its Team;
- b) any decision to cancel or suspend the registration of a Player, is a decision for the NSWRL General Manager- Football to be made in his absolute discretion observing the rules of natural justice.
- c) the standard requirements for players and coaches and drug testing, as set out in the NSWRL Operations Manual, shall be strictly enforced.

9. VENUE

The Club must provide facilities that meet the demands and status of the Competition as set out in the NSWRL Gold Shield application criteria.

If the Club cannot provide a venue deemed satisfactory by NSWRL in accordance with the facility requirements of the Gold Shield Criteria, the NSWRL at its sole discretion may determine that the Club shall not be eligible to host games at its Home Ground and all rights to host Premiership Competition and Final Series matches shall revert to the opposing Club.

10. MEDIA

The Club agrees to facilitate reasonable access by media outlets to Players, Coaches and Club Officials to assist with the conducting of interviews, both before and after matches. This may include interviewers from outlets such as; newspaper, magazine, television, radio and internet.

All clubs should provide adequate internet access and connectivity to satisfy the demands of the NSWRL, visiting club media teams and related media outlets as determined by the NSWRL.

11. SPONSORSHIP

11.1 Club Sponsor

The Club must not appoint a Club Sponsor that:

- a) provides goods or services in the same product category as a proposed exclusive NSWRL Sponsor or exclusive official supplier to NSWRL without the express written approval of the NSWRL; or
- b) is or may be contrary to the best interests of one or more of the Competition, the Club or the game of rugby league.

11.2 Club Sponsor Approval

The Club Sponsor must be approved by the NSWRL. The NSWRL shall not withhold its approval unreasonably.

11.3 Competition Naming Rights Sponsor

- a) The NSWRL shall be responsible for selling the naming rights of a Competition to a Sponsor in accordance with the terms of this Agreement;
- b) The Club shall use its best endeavours to ensure its compliance with the naming rights Sponsorship Agreement;
- c) The Club shall use its best endeavours to assist the NSWRL in ensuring that there is an appropriate naming rights sponsor for the Competition;
- d) The Club shall provide the properties, as outlined in **Schedule 2**, for the purpose of servicing the sponsor upon notice or advice by the NSWRL to the Club's CEO of any obligation attached to the naming rights sponsorship; and
- e) The NSWRL will advise the Club, through its CEO, of any obligation arising under the naming rights sponsorship agreement for the Club in relation to its participation.

12. NSWRL MARKETING STRATEGY

The Club agrees that it will not pursue any marketing strategy that in the reasonable opinion of NSWRL is inconsistent with any marketing strategy of NSWRL and that it will comply with all reasonable directions given by NSWRL to assist in the implementation of any NSWRL marketing strategy.

13. TEAM APPAREL

The Club must ensure that at Competition matches its Players wear only Team Apparel whose design is registered with and approved by the NSWRL.



On occasions where the approved designs of competing teams results in a clash, the NSWRL will direct the home team as to the appropriate design to wear.

14. TERMINATION

14.1 Insolvency

This Agreement may be terminated by a Party by notice in writing to the other Party if the other party has:

- a) a petition presented against it (that is not discharged or withdrawn within 14 Business Days of its presentation), an order made, a resolution passed or a meeting summoned or convened to consider a resolution for its winding up;
- b) ceased to pay its debts or suspended payment generally or would cease or threaten to cease to carry on its business or become insolvent or become or be unable to pay its debts as and when they become due and payable;
- c) a receiver, official manager, trustee, voluntary administrator, liquidator or provisional liquidator appointed for all or any part of its assets or undertaking;
- d) entered into or resolved to enter into an arrangement, composition or compromise with or assignment for the benefit of its creditors generally or any class of creditors or proceedings are commenced to sanction such an arrangement, composition or compromise other than for the purposes of a bona fide scheme of solvent reconstruction or amalgamation;
- e) disposes or parts with possession of the whole or any substantial part of its assets;
or
- f) ceases to conduct football operations as its primary business.

14.2 Breach of any provision of this Agreement

If a Party (**'Defaulting Party'**) commits a breach, or commits persistent breaches, of any of its material obligations under this Agreement, the other Party (**'Notifying Party'**) may:

- a) give the Defaulting Party 30 days written notice of the Notifying Party's intention to terminate this Agreement, unless the breach is remedied to the reasonable satisfaction of the Notifying Party; and
- b) if the Defaulting Party does not within that 30 day period remedy the breach to the reasonable satisfaction of the Notifying Party, terminate this Agreement with effect from the expiry of that 30 day period.

14.3 Effect of termination

Termination of this Agreement will only affect the rights and obligations of the Parties on and from the date of termination. All rights and obligations arising prior to that date will be preserved as will liability in respect of them.

14.4 No payment for goodwill

No Club has, or will develop, any goodwill in, or in relation to, the Competition and on expiry or termination of this Agreement no Club will be entitled to any payment in respect of, or for compensation for loss of, goodwill.

15. VARIATION

This Agreement may only be varied or amended by agreement in writing signed for or on behalf of both the Parties, except that the Rules may be varied by NSWRL from time to time as provided for in paragraph 3.1 b) hereof.

16. NO CIRCUMVENTION

- 16.1 The Club must not seek to circumvent or permit circumvention of the operation of this Agreement or impair the value of, or permit the impairment of, the value of any right granted under this Agreement by any legal or natural person, which is directly controlled or otherwise influenced by the Club, doing anything which the Club has agreed not to do pursuant to, or which is inconsistent with the terms of this Agreement, or failing to do anything which the Club has agreed to do pursuant to this Agreement.
- 16.2 The NSWRL must not seek to circumvent or permit circumvention of the operation of this Agreement or impair the value of, or permit the impairment of, the value of any right granted under this Agreement by any legal or natural person, which is directly controlled or otherwise influenced by the NSWRL, doing anything which the NSWRL has agreed not to do pursuant to, or which is inconsistent with the terms of this Agreement, or failing to do anything which the NSWRL has agreed to do pursuant to this Agreement.

17. ASSIGNMENT

A Party must not assign, declare itself a trustee of, create any encumbrance in respect of or dispose of, any of its rights and interests under this Agreement except with the prior written consent of the other Party.

18. CHOICE OF JURISDICTION AND LAW

This Agreement will be governed by and construed in accordance with the law from time to time in force in New South Wales, and the Parties submit to the non-exclusive jurisdiction of the courts of that State.

19. FORCE MAJEURE



Where the NSWRL determines (in its absolute discretion) that a Force Majeure has occurred/ will occur, which would prevent the Club from hosting a Premiership Competition or Finals Series match then it shall notify the Chief Executive Officer of the Club accordingly and shall nominate a neutral ground on which that match shall subsequently take place. The NSWRL shall likewise notify the other Club involved in that game.

All additional travel and accommodation costs involved in relocating the game shall be borne by the Club which suffers the Force Majeure.

For purposes of this clause 19, a Force Majeure means an event arising which is beyond the Club's control including fire, flood, earthquake, storm, hurricane, volcanic eruption or other natural disaster, civil unrest, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute or strike.

20. NOTICES

Communication

20.1 Any notice, request, consent or communication ('**Communication**') to be given by a Party under this Agreement must be in writing addressed as follows:

If to NSWRL: New South Wales Rugby Football League Limited
PO Box 584
Sydney Markets NSW 2129

Attention: Chief Executive Officer

Email dtrodden@nswrl.com.au

If to the Club:
.....
.....

Attention: Chief Executive Officer

Email:

or to such other address for a Party as may be notified in writing by that Party.

20.2 Each Communication must be delivered by hand or pre-paid post, or by email. A Communication will be deemed to be received:

- a) if hand delivered, on the next Business Day;

- b) if posted, on the second Business Day after posting;
- c) if sent by email, upon delivery of the Communication.

21. COSTS

Each Party must bear its own legal and other costs and expenses of and incidental to the preparation and execution of this Agreement.

22. EXCLUSION OF IMPLIED RELATIONSHIPS

Nothing expressed or implied in this Agreement will constitute or be construed to constitute a Party as a partner, joint venturer, agent, employee or representative of another Party or place a Party in a fiduciary relationship with another Party.

23. SEVERABILITY

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement.

24. FURTHER ACTION

Each Party must do or cause to be done or refrain from doing all such acts or things necessary to give effect to this Agreement.

25. NON-MERGER

None of the terms or conditions of this Agreement, or any act, matter or thing done under or by virtue of this Agreement or any other agreement, instrument or document, or judgment or order of any court or judicial proceeding, will operate as a merger of any of the rights and remedies of the Parties under this Agreement, and those rights and remedies will at all times continue in force.

26. COUNTERPARTS

This Agreement may be executed in any number of counterparts and all such counterparts when executed and taken together will constitute this Agreement.



27. ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to its subject matter and no earlier agreement, whether oral or in writing, in relation to any matter dealt with in this Agreement will have any effect from the date of this Agreement.

28. Dispute Resolution

- a) If any dispute arises under this agreement between the Parties and such dispute is not settled within five (5) Business Days the Parties shall seek to resolve such dispute by negotiating promptly with each other in good faith in face-to-face negotiations or by video or telephone conference.
- b) If the Parties are unable to resolve the dispute between them within five (5) Business Days (or such period as the parties shall otherwise agree) through the negotiations referred to in clause 28 a), then either Party may by notice in writing ('**Dispute Notice**') to the other advise the other Party that it seeks to have the dispute resolved by mediation.
- c) Within ten (10) Business Days of the date of receipt of the Dispute Notice, the Parties must refer the matter to a mutually agreed mediator, or failing agreement to a mediator appointed at the request of either Party by the President for the time being of the Law Society of New South Wales (or its successor body).
- d) The mediation will be conducted in accordance with the procedures determined by the mediator.
- e) The mediator must determine who will bear the liability for their fees and the disbursements and other costs of the mediation, which must be paid accordingly.
- f) Nothing contained in this clause 28 will deny any Party the right to seek injunctive relief from an appropriate court where failure to obtain such relief would cause irreparable damage to the Party concerned.

29. MISCELLANEOUS

- a) The NSWRL shall not be liable to the Club for any loss by the Club caused by the NSWRL failing to observe the terms and conditions of this Agreement on its part to be observed and performed where such failure is occasioned by any cause beyond the NSWRL's reasonable control.
- b) The Club hereby covenants and agrees with the NSWRL that the Club shall assume sole and absolute responsibility for and indemnify and save harmless the NSWRL from all and any claims, liabilities, suits, losses, expenses, actions, causes of damages by reason of any claim, proceedings, action, liability or injury arising out of the Association's conduct as part of its affiliation or participation with the NSWRL or as a result of the Club's relations with any third party or as a result of



any breach of this Agreement by the Club save where the same is occasioned by or results from any cause beyond the Club's reasonable control.

- c) The Club hereby indemnifies the NSWRL against any losses, expenses or damages suffered by the NSWRL as a result of a breach by the Club of the Rules and By-Laws of the NSWRL, or Competition Rules of the Game or any failure by the Club to promote the NSWRL logo as the symbol of Rugby League in New South Wales save where the same is occasioned by or results from any cause beyond the reasonable control of the Club.
- d) To the extent that any inconsistencies arise between the content of this Agreement, including the Schedules, and any NSWRL rule, policy, or manual, the NSWRL shall determine which shall prevail.



DECLARATION as to truthfulness and correctness.

The following Declaration is made in compliance with Sections 9 and 10 of the Electronic Transactions Act 1999:

I declare that the information provided for the preparation of this Agreement and the Club's application made via the Gold Shield is true and correct.

I am authorised to make this declaration.

Name: _____

Position in Club: _____

Signed: _____

Date: _____

Witnessed by:

Name: _____

Signed: _____

Date: _____



EXECUTED as an agreement.

SIGNED on behalf of **NEW SOUTH WALES RUGBY FOOTBALL LEAGUE LIMITED** ACN 002 704 761

by its authorised officer

Signature

Print Name

Date:

In the presence of

Signature of Witness

Name of Witness (print)

SIGNED on behalf of **(List the entity that comprises the Clubs operation) (CLUB)**

by its authorised officer

Signature

Print Name

Date:

In the presence of

Signature of Witness

Name of Witness (print)



SCHEDULE 2 – NSWRL RIGHTS TO CLUB PROPERTY

1. Subject to contractual commitments existing at the date of this Agreement, NSWRL is entitled to the following rights in respect of Club property:

- a) horizontal signage of a total size not less than 6m x 1m on the fence of the perimeter and within the TV arc of each Home Ground, the cost of which are not to be borne by the Club or the entity upon whose ground the sign is placed;
- b) two (2) horizontal signs of a size not dissimilar to other existing signs on the fence of the perimeter of each Home Ground, the cost of which are not to be borne by the Club or the entity upon whose ground the sign is placed;
- c) five (5) bolsters of a size not less than 3m x 0.45m located on the opposite side of the television cameras and positioned in accordance with the Competition Brand Guidelines at every match;
- d) signage on all goal post padding;
- e) signage on all corner post padding;
- f) One (1) painted signs the size of and positioned in accordance with the Competition Brand Guidelines on the field for Competition matches, the cost of which are not to be borne by the Clubs or the entity upon whose ground the sign is placed;
- g) four (4) painted signs the size of and positioned in accordance with the Competition Brand Guidelines on the field for Finals Series matches, the cost of which are not to be borne by the Clubs or the entity upon whose ground the sign is placed;
- h) one (200m x 50mm) logo placed on the front right hand side of the playing shorts;
- i) one logo (65mm wide x proportionate height) placed on the front of the jersey directly below the neck of the collar;
- j) logo placement on a Club media backdrop;
 - i. Where NSWRLRL produce a media backdrop on behalf of a Club 50% of the logo placement will be provided to Intrust Super Fund and Lion.
 - ii. Where a Club produces its own media backdrop Lion shall have logo placement included;
- k) two (2) advertisements on the official Club website for the placement of Competition sponsors logos; and
- l) unimpeded and suitable access to the Club's Home Ground facilities to video record any match.



SCHEDULE 3 - RULES

The NSWRL Rules, Major Competitions Operations Manual and Judiciary Procedures, together with any amendments made to them by NSWRL from time to time, form Schedule 3 to the Participation Agreement between New South Wales Rugby Football League Limited and (List the Entity that comprises the Club's operation)

dated ____ day of _____, 20__.

Signed for and on behalf of

New South Wales Rugby Football League Limited

Signed for and on behalf of

(List the Entity that comprises the Clubs operation)