



# Ultimate Bowls Championship **Player Agreement – 2021**

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ULTIMATE BOWLS PTY LIMITED

## **PARTIES**

**ULTIMATE BOWLS PTY LIMITED** Company number 627 793 417 (**Ultimate Bowls**)

**ULTIMATE BOWLS PAID REGISTERED PLAYER (Player)**

## **BACKGROUND**

- A. Ultimate Bowls owns and operates the UBC.
- B. The Player wishes to participate in the UBC.
- C. This Agreement records the terms on which Ultimate Bowls grants, and the Player accepts, the right to participate in the UBC.

### **1. Term**

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This Agreement terminates on December 31<sup>st</sup> 2021.

### **2. Grant of Right to Participate in UBC**

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Ultimate Bowls grants, and the Player accepts, the right to participate in the UBC during the December 2021 Ultimate Week, subject to the terms and conditions set out in this Agreement.

### **3. Ultimate Bowls' General Rights and Responsibilities**

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3.1 Ultimate Bowls will:

- 3.1.1 Plan, manage and host each Event at the venue.
- 3.1.2 Organise a venue for the Event.
- 3.1.3 Supply a pool of coloured bowls. However, there is no guarantee that a particular size and model will be available at all times.
- 3.1.4 Supply the Team uniforms.
- 3.1.5 Provide accommodation for all players.
- 3.1.6 Develop, administer and enforce the UBC Rules and Regulations.
- 3.1.7 Comply with all applicable Law.
- 3.1.8 Identify and provide all personnel, processes and resources required to meet its obligations under this Agreement.
- 3.1.9 Pay out the player's prize money share to the team owner only if this agreement has been complied with.

3.2 Ultimate Bowls has the exclusive right to:

- 3.2.1 Determine the schedule of Events in respect of each Tournament Year.
- 3.2.2 Set the amount of the Prize Pool in respect of each Tournament Year.
- 3.2.3 Amend the structure and format of the UBC during the Term, including the Rules and Regulations, scheduling and location of Events and the timing of the UBC in any Tournament Year.

## **Player's General Rights and Responsibilities**

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- 3.3 The Player will:
- 3.3.1 Pay the registration fee of \$30 (AUD) to be allowed to participate in 2021 player pre-selection and the Draft.
  - 3.3.2 Play in the team selected on the draft night. If they decline, they will be unregistered with UBC and may be banned from registering again with UBC.
  - 3.3.3 Acknowledge they may not be selected on the draft night and are not entitled to a refund of the registration fee.
  - 3.3.4 If pre-selected prior to the draft, have the right to decline to join the team making the selection.
  - 3.3.5 Play with the coloured bowls prescribed by UBC.
  - 3.3.6 Abide by the UBC players' code of conduct agreement.
  - 3.3.7 Be available for all the events during the Ultimate Week, unless incapacitated and so unable to play.
  - 3.3.8 Wear the team uniform, and wear nothing that compromises the sponsors at the particular venue.
  - 3.3.9 Have the opportunity to elect to go into the draw for a position in the UBC Wild Card team (at the time of registration), if the player is not successful in securing a position in a team by the end of the Draft.
  - 3.3.10 Acknowledge that a position the UBC Wild Card team grants the player the opportunity to play in only one of the three events for the December Ultimate Week.
  - 3.3.11 Acknowledge that they can only play in one Wild Card team during the Ultimate Week (December 2021) and if multiple offers are presented the player must choose one team.
  - 3.3.12 Acknowledge that an offer of a position on the UBC Wild Card team can be declined by the player.
  - 3.3.13 Acknowledge players will share a minimum of 30% of any prize money won by their team (remainder goes to the team owner).
  - 3.3.14 Acknowledge UBC corporate partners may email promotional material from time to time.
  - 3.3.15 Acknowledge Ultimate Bowls will take and may use photos and videos for promotional purposes.
  - 3.3.16 Acknowledge Ultimate Bowls may use Player and Team performance statistics for promotional purposes.

## **4. Governing Law**

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This contract is made under the laws of Australia.

**EXECUTED as an Agreement by ULTIMATE BOWLS PTY LIMITED**