

## Active Kids Gaming Camp - Terms and Conditions

1. The Active Kids Gaming Camp is an esports and activity-based school holiday program for children aged 13 - 17 years, operated by Murdoch University (**Murdoch** or **the University**) of 90 South Street, Murdoch, Western Australia.
2. Information about the Active Kids Gaming Camp (**Program**), including program details and activity schedules, is provided at the start of this enrolment form and is also available on the Murdoch Sports website at: <https://www.murdoch.edu.au/murdoch-active/active-kids/esports-and-gaming-camp>
3. The Program includes structured esports coaching, including gameplay, strategy development, team-based activities, supervised online gaming sessions, and a facilitated tournament. Activities may involve the use of online gaming platforms, audio and visual communication tools, and content creation exercises such as game casting and analysis.
4. By enrolling a child (**Participant**) in the Program, the parent or guardian agrees to these Terms and Conditions on behalf of the Participant.
5. Parents and guardians agree, where appropriate, to take reasonable steps to ensure that the Participant understands and complies with these Terms and Conditions.
6. Parents and guardians agree to inform Murdoch of any custody arrangements, court orders, or other circumstances relating to the Participant that may affect care, supervision, or authorised collection.
7. These Terms and Conditions are available to parents and guardians through their Enrolmy account at the time of registration and can also be accessed via the Murdoch Sports website at the link above.

## Enrolments

8. To confirm a Participant's enrolment in the Program, full payment of the applicable fees must be received by Murdoch within two (2) hours of

the booking request being made.

9. Enrolments are made online. Parents and guardians can enrol a child by creating an account at: <https://enrolmy.com/login>.
10. A Participant will not be considered enrolled in the Program until payment has been received in accordance with these Terms and Conditions.
11. Requests for late enrolment may be considered subject to program capacity, staff availability, and safety requirements on the relevant day.
12. Parents and guardians must comply with the Program's stated hours of operation, including designated drop-off and pick-up times, as set out in the enrolment form and/or online booking system.
13. Scheduled drop-off time for each Program day is at 9:00am.
14. Scheduled pick-up time for each Program day at 3:00 pm.
15. A late pick-up fee of \$1 per minute, per child will apply where a Participant is signed out after 3:00 pm, to cover additional supervision and staffing requirements.
16. Murdoch provides structured and appropriately supervised Program activities during designated Program hours, having regard to the age, number, and needs of Participants. Murdoch will take reasonable steps to ensure a safe environment for Participants, including supervision of both in-person and online activities. Outside these hours, responsibility for the Participant rests with the parent or guardian, unless otherwise agreed in writing.
17. Murdoch will only release a Participant into the care of persons listed as authorised pickups in the Participant's Enrolmy profile.
18. Murdoch may permit a Participant to leave the Program unaccompanied where:
  - (a) prior written authorisation has been provided by the parent or guardian; and
  - (b) Murdoch reasonably considers it appropriate having regard to the

Participant's age, maturity, and the circumstances.

19. Where a Participant is authorised to leave unaccompanied, responsibility for the Participant transfers to the parent or guardian at the time the Participant is signed out by Murdoch staff.
20. Murdoch reserves the right to refuse unaccompanied release where it reasonably considers that doing so would pose a risk to the Participant's safety.
21. An authorised person, as listed in the Participant's Enrolmy profile, is required to sign the Participant into the program each day, unless alternative arrangements have been approved by Murdoch in writing.
22. A Participant may sign themselves into the Program only where:
  - (a) prior written authorisation has been provided by the parent or guardian; and
  - (b) Murdoch has approved the arrangement, having regard to the Participant's age, maturity, and safety considerations.

Murdoch reserves the right to require sign-in by an authorised adult where reasonably necessary to ensure the safety and wellbeing of the Participant.

23. Murdoch may implement additional procedures for sign-in and sign-out, including verification of identity, where reasonably required to ensure Participant safety.
24. Changes to authorised pickup details may only be made by the Participant's primary contact and must be provided in writing and confirmed before collection occurs.
25. Murdoch relies on the accuracy and completeness of information provided by parents and guardians, including authorised pickup details, medical information, and emergency contacts. Parents and guardians are responsible for ensuring this information remains current. Murdoch is not responsible for any consequences arising from inaccurate, outdated, or incomplete information provided.
26. You acknowledge and agree the Participant must not leave

designated Program areas or Murdoch University facilities during Program hours without the knowledge, consent, and supervision of an authorised Murdoch staff member. If a Participant is unaccounted for, leaves a designated area without authorisation, or cannot be immediately located, Murdoch will initiate its *Child Safety and Missing Child Response Procedure*.

### Child Safety and Missing Child Response Procedure

Murdoch maintains a Child Safety and Missing Child Response Procedure designed to prioritise child safety and rapid escalation. Parents and guardians acknowledge and consent to Murdoch notifying Campus Security, emergency services, and the Participant's parent or guardian where a Participant cannot be immediately located or where circumstances indicate concern for the Participant's safety.

### **Online Gaming and Platform Use**

27. Participants will engage in supervised online gaming activities, which may include interaction with external players on third-party platforms.
28. Parents and guardians acknowledge and consent to:
  - (a) the use of third-party gaming platforms, which operate under their own terms and privacy policies;
  - (b) the possibility of interaction with other players not participating in the Program;
  - (c) the use of in-game communication features (including text or voice chat), which will be supervised or moderated where reasonably practicable.
29. Murdoch will take reasonable steps to promote safe online behaviour but cannot control the conduct of third-party users or external platform environments.
30. Participants must:
  - (a) follow all directions given by Program staff;

- (b) engage respectfully with other Participants, staff, and third parties;
- (c) comply with all rules relating to appropriate online and in-game behaviour, including refraining from harassment, offensive language, or unsportsmanlike conduct.

31. Murdoch may restrict access to online features, remove a Participant from specific activities, or terminate participation where behaviour is inappropriate or unsafe.

32. Murdoch may require a Participant to be collected early, or suspend or terminate their participation in the Program, where reasonably necessary to protect the safety or wellbeing of the Participant or others.

33. The Program may include competitive activities, including tournaments and gameplay challenges.

34. Parents and guardians acknowledge that competition may involve varying levels of performance, and Murdoch does not guarantee outcomes, rankings, or progression. Murdoch will take reasonable steps to ensure a fair and supportive environment but is not responsible for competitive outcomes.

35. Murdoch does not control and is not responsible for the conduct, content, or actions of third-party users or platform providers, to the extent permitted by law.

### **Medical Conditions**

36. Parents and guardians must inform Murdoch of all known allergies, medical conditions, and health needs of the Participant at the time of enrolment. Parents and guardians must disclose any conditions that may affect participation in gaming activities, including (but not limited to) epilepsy, visual sensitivity, or conditions exacerbated by screen use.

37. Parents and guardians confirm that all relevant allergies, medical conditions, and health information relating to the Participant have been fully and accurately disclosed as part of the enrolment process.

38. Parents and guardians consent to Murdoch University, or its

authorised representatives, arranging first aid, medical treatment, or hospital care for the Participant where reasonably necessary in the event of injury, accident, or illness during the Program.

39. Parents and guardians acknowledge that they are responsible for any costs associated with medical treatment provided to the Participant, including ambulance transport, where applicable.

40. If a Participant feels unwell or needs to leave the Program before the scheduled end time, the Participant must notify a Murdoch staff member. Murdoch will make reasonable efforts to contact a parent or guardian and obtain consent before permitting the Participant to leave the Program, unless emergency circumstances require otherwise.

41. Parents and guardians agree to ensure the Participant brings and wears a suitable hat during Program periods conducted in January and September/October. If a Participant attends the Program without a hat, parents and guardians agree that Murdoch may supply an Active Kids hat and charge the cost to the parent or guardian.

42. Murdoch will incorporate breaks and encourage healthy participation in gaming activities. Parents and guardians acknowledge that the Program involves screen-based activities and accept associated risks of fatigue or discomfort.

### **43. Program Changes**

44. Murdoch may update Program activities from time to time. Where possible, updated information will be communicated to parents and guardians via the Murdoch Active website and/or Murdoch Active Facebook page at: <https://www.murdoch.edu.au/murdoch-active/active-kids/esports-and-gaming-camp>.

45. The Program may include sessions delivered by specific instructors or guest facilitators. While Murdoch will make reasonable efforts to deliver the Program as advertised, it reserves the right to substitute instructors where necessary without liability.

46. Murdoch reserves the right to review and amend Program fees and

pricing structures. Any changes will not affect confirmed enrolments that have already been paid for.

#### **47. Cancellations and Credits**

48. Where a Participant is unable to attend the Program, Murdoch may issue a credit in the following circumstances:

(a) Cancellations made more than seven (7) days before the start of the Program will be eligible for a credit, valid for Programs commencing within 12 months from the date of issue.

(b) Cancellations made fewer than seven (7) days before the first day of the Program will only be eligible for a credit where a valid reason is provided, together with supporting documentation (such as a medical certificate or evidence of travel). If approved, the credit will be valid for Programs commencing within 12 months from the date of issue.

49. Credits are non-transferable and cannot be redeemed for cash. All requests for credits must be submitted by email to [ActiveKids@murdoch.edu.au](mailto:ActiveKids@murdoch.edu.au).

50. All credits must be used for eligible Programs commencing within 12 months from the date the credit is issued, after which they will expire.

#### **51. Personal Data Use and Privacy**

52. By enrolling a child in the Program, parents and guardians warrant that all personal information provided about themselves and the Participant is true, accurate, and current.

53. Murdoch University collects, uses and stores personal information for the purposes of administering the Program, ensuring the safety and wellbeing of Participants, communicating with parents and guardians, and fulfilling its legal and operational obligations.

54. Subject to applicable laws, parents and guardians consent to Murdoch using their contact details to provide information about Murdoch Active programs, services and activities. Parents and guardians may opt out of receiving such communications at any time in accordance with

Murdoch's Privacy Policy.

55. Murdoch will not use or disclose personal information for any purpose other than those described in these Terms and Conditions or Murdoch's Privacy Policy, unless required or authorised by law.
56. Parents and guardians acknowledge that, where Murdoch reasonably believes it is necessary to prevent or lessen a serious threat to a Participant's life, health or safety, Murdoch may collect, use or disclose relevant personal information to Campus Security Services, police or emergency services or relevant Murdoch University personnel involved in managing the incident. Any such use or disclosure will be limited to information that is reasonably necessary to respond to the situation and will be handled in accordance with applicable privacy obligations.
57. Information about how Murdoch University manages personal information, and the rights of individuals in relation to that information, is available in Murdoch University's Privacy Policy at <https://goto.murdoch.edu.au/Privacy>.
58. Participants may take part in activities involving audio or visual recording, including gameplay capture, voice casting, or commentary. Murdoch will obtain appropriate consent for the collection and use of such recordings where required. Recordings may be used for:
- (a) Program delivery and feedback;
  - (b) educational purposes within the Program; and
  - (c) promotional purposes where separate consent has been provided.
59. Participants may also create or use usernames, avatars, or profiles on third-party platforms. Parents and guardians acknowledge that such platforms may collect and process personal information independently. Murdoch will take reasonable steps to ensure that any third-party providers engaged in the Program handle personal information appropriately but is not responsible for their independent privacy practices.

## **60. Miscellaneous**

61. Parents and guardians must promptly notify Murdoch of any changes to their address, contact telephone numbers, email address, or the details of persons authorised to collect the Participant, after an enrolment has been completed.

62. These Terms and Conditions are governed by and construed in accordance with the laws of Western Australia.

## **63. Release, Acknowledgements and Indemnity**

64. Parents and guardians confirm that they are the parent or legal guardian of the Participant and agree to the Participant's enrolment and participation in the Program.

65. Parents and guardians acknowledge that the Participant will take part in a range of sporting and recreational activities as part of the Program.

66. Parents and guardians consent to the matters set out in these Terms and Conditions.

67. Parents and guardians confirm that, to the best of their knowledge, the Participant is physically and medically fit to participate in the Program activities, subject to any medical information disclosed at enrolment.

68. Parents and guardians acknowledge that participation in the Program may involve:

- (a) physical sporting and recreational activity risks;
- (b) extended screen use;
- (c) online interaction risks, including exposure to third-party behaviour; and
- (d) competitive and performance-related pressures.

While Murdoch takes reasonable steps to mitigate these risks, these activities may involve inherent risks that cannot be entirely eliminated despite the exercise of reasonable care.

69. Parents and guardians acknowledge that they have had the opportunity to seek further information about the Program and its activities and to ask questions before enrolling the Participant.
70. To the extent permitted by law, Murdoch is not liable for personal injury, loss, or damage arising from risks inherent in Program activities that could not reasonably have been avoided through the exercise of reasonable care.
71. Parents and guardians agree to indemnify Murdoch University and its officers, employees, contractors, and agents against claims arising from their own acts or omissions, or the acts or omissions of the Participant, in connection with participation in the Program, to the extent permitted by law.
72. Parents and guardians agree that an electronic signature provided in connection with these Terms and Conditions has the same legal effect as a handwritten signature.
73. Nothing in these Terms and Conditions excludes or limits Murdoch's obligations in relation to child supervision, safeguarding responsibilities, or any liability that cannot be excluded under law.