

QUT Sport - Esports Arena - Terms and Conditions

1) In this Agreement:

- a) Agreement means these Terms and Conditions, any annexures or attachments, or other document incorporated.
- b) Academy means a member or staff member of the QUT Sport Esport Academy member.
- c) Arena means QUT Sport Esport Arena facility located at X103 X Block located Queensland University of Technology Gardens Point Campus.
- d) Member or membership means the person who has registered to use the QUT Sport Esport Arena or the person, on whose behalf, a parent or guardian is registering.
- e) QUT means the Queensland University of Technology including QUT Sport and QUT's officers, employees, secondees, agents, Suppliers, contractors and subcontractors,

2) Information privacy notice:

- a) QUT collects your personal information for the purpose of your membership. Your personal information is collected, stored, used and disclosed only in ways which are consistent with information privacy principles of the Information Privacy Act 2009 (Qld) (IP Act) and as applied in MOPP Information Privacy at
- b) Personal information within this form may be used for the following purpose ("Purpose"):
 - i) Payment services
 - ii) Programs and service provision
 - iii) Contests and surveys
 - iv) Verification of identity
 - v) Research and development
 - vi) Marketing and promotion;
 - vii) Sharing personal information with relevant staff solely for the purpose of making decisions around the health and safety of Centre members
 - viii) Respond to queries and provide information; and
 - ix) For any other purpose reasonably expected of a health and fitness centre
- c) QUT will not otherwise use or disclose your personal information except where authorised or required under a law; or where QUT has obtained your consent; or it is necessary to lessen or prevent a serious threat to life, health, safety or welfare of an individual or the public; or QUT is satisfied on reasonable grounds that the disclosure is necessary for use by a law enforcement agency as in IPP11(e); or in accordance with IPP 11(e) and (f). If QUT transfers your personal information to a service provider we will ensure that they are bound by a contract to handle your personal information in the same way as QUT under the Information Privacy Act 2009.

3) Terms and Conditions Esports Arena

- a) All members must agree by university policies, rules, regulations and standards as well as the contents outlined in this document relating to students, staff and visitors on campus. Failing to comply with result in access being removed and membership cancelled.
- b) The QUT Esports Arena is subject to the same behaviour standards as the university and in particular governed by **QUT Student Code of Conduct MOPP** and **Staff Code of Conduct MOPP**.
- c) QUT values social justice and equal opportunity, and seeks to create a safe, supportive and inclusive working and learning environment. The participant agrees to treat others with respect and consideration, and with proper regard for their human rights and the University's anti-discrimination compliance obligations.
- d) The participant agrees to be courteous, avoid discriminatory, harassing or bullying treatment of others, to respect the privacy of others, respect the opinions of others and comply with the law.
- e) The participant agrees to comply with a lawful and reasonable direction from a QUT officer with appropriate authority (QUT Sports Leader, QUT security officer, fire warden) on their conduct, behaviour and actions.
- f) For grievances or disputes, any time you can contact esports@qut.edu.au will be managed in accordance to the Student or Staff code of conduct by following the appropriate channels in accordance with the University's resolution framework and related procedures
- g) The participant acknowledges the QUT Esports Arena is also governed by **QUT Acceptable use of information and communications technology resources**. Unacceptable use may include being detrimental to other students, staff and workplace culture; undermine the University's reputation; be unlawful or illegal; expose the University to vicarious liability for a person's actions; have a negative effect on productivity or detrimental or pose a security threat to the University's systems.

4) Privacy Consent Disclosure for use of personal details for account management of membership and Arena services

- a) QUT Sport uses a software application called GGleap to manage the esports PCs in the arena and to allocate user accounts for accessing the PCs.

- b) Your personal details including partial student number first and last name and email address are required to be entered into GGleap. Your personal mobile number is not compulsory. This data is disclosed to GGleap and will be collected and used in accordance with GGleap's Privacy Policy. This allows the disclosure of your personal information in order to provide account services, and GGleap storage of your information is outside Australia.
- c) I have read the above information and terms of service for GGleap Privacy Policy. I understand the reasons for the collection of my personal information and the ways in which my personal information may be used and disclosed. I consent to the collection, use and disclosure of my personal information to manage my GGleap account.

5) Behaviour conditions of usage

- a) Excessive volume and inappropriate behaviour, including swearing is prohibited.
- b) Damaging any of the equipment or harassing the other users will result in removal from the Arena.
- c) Verbal or physical abuse, to participants or staff, and physical abuse to property are not allowed.
- d) Aggressive behaviour will result in immediate dismissal from the arena and can result in loss of membership privileges and further action by the university.
- e) Behaviour includes your actions online. Inappropriate use of technology to harass, menace and cause alarm to others can result in loss of membership privileges and further action by the university.

6) QUT Security

- a) If you urgently need assistance, call 000. QUT Security emergency contact is 3138 8888.
- b) QUT Security will remove after-hours access for unruly behaviour inappropriate use of facilities. Students and staff must have their QUT ID on them while using the esports arena after hours. Users without QUT identification will be asked to leave unless participating in an approved QUT Sport event.
- c) QUT Security will monitor the buildings during the extended hours, and you are encouraged to carry a mobile phone and download the SafeZone app. Recommended parking locations are P Block, Gardens Point
- d) For security purposes, QUT uses video and audio surveillance equipment to monitor the arena. All use will be in accordance with QUT's privacy policy.
- e) By accepting this Membership Agreement, you acknowledge that by accessing the Arena you will be subject to video and audio surveillance and recording.

7) Food and Drinks

- a) Food and drink are prohibited in the arena without supervision from working QUT Sport Staff.
- b) Persons will be asked to leave immediately and device shutdown remotely, regardless of their upcoming or post supervision.
- c) Repeat or egregious will have their service cancelled.

8) General Requirements

- a) No bikes, bicycles, scooters or ebikes or pets allowed the arena.
- b) This is a shared space and users acknowledge staff maybe ask members to move to accommodate all members or functions in the arena.
- c) Footwear and clothing must be worn at all times.
- d) QUT is a smoke-free University. Smoking is prohibited on the University campus and the Facilities. The member must ensure this prohibition is observed at all times. This includes no vaping in the arena.

9) Property and Equipment

- a) You will use all due care to use any equipment or Arena property correctly and in a way that doesn't damage or degrade the equipment or Arena.
- b) You understand and agree that QUT is not liable to you for any personal property that is damaged, lost, or stolen while on or around the Centre/s including, but not limited to, a vehicle or its contents or any property left in a locker.
- c) Located property by QUT Sport Staff will be forwarded on to HiQ at the next working day.
- d) If you cause damage to the arena or any equipment you are liable to QUT for its cost of repair or replacement.

10) Minimum Age

- 11) All members must be a minimum of 14 years of age unless supervised by QUT Sport staff. All minors under the age of 18 must have a guardian or parent co-sign the Membership Form.
- 12) No person under the age of 17 is allowed in the Facilities unless accompanied by a parent/guardian or qualified instructor and that person has the consent of QUT Sport. By entering into this Agreement, you agree to abide by the Conditions of Entry which set out strict supervision requirements for members under the age of 17 and additional requirements for all minors.

13) Access by Non-Members

- a) Non-Members are not allowed after hours or weekends.
- b) You are permitted to bring a non-Member into the Arena however they must be participating in a QUT Sport approved event. QUT Security will be notified by QUT Sport of approved after-hours events.
- c) If you allow access to the arena to a Non-Member it indemnifies QUT for any loss or damage howsoever caused because of the unauthorised access.
- d) QUT may terminate or suspend your Member Agreement if you permit unauthorised access afterhours.
- e) You agree that you are not an employee or contractor of QUT and cannot grant access, or hold yourself out as a representative of QUT or QUT Sport without express permission from QUT Sport.

14) Door Access

- a) Memberships are nontransferable.
- b) You understand that only the Semester Pass, or Academy Members, may have afterhours access from 5pm to 10pm and weekend usage.
- c) Door Access and GLeap Account will automatically shut off at 10pm for Semester Pass members.
- d) Students and staff must have their QUT ID on them while using the esports arena after hours. It is a condition that you carry your student card afterhours.
- e) If you do not have your valid QUT ID you will be asked to leave by QUT security.

15) Account Sharing

- a) Memberships are nontransferable.
- b) It is a condition that you carry your student card afterhours.
- c) If you do not have your valid QUT ID you will be asked to leave by QUT security.
- d) Persons will have their service cancelled and their ID blocked from utilising services.

16) Arena Computer Stations and equipment

- a) Only authorised persons from QUT Sport or QUT ICT acting in their official capacity can setup, move or update PCs and peripherals.
- b) Respect all members, members are to return headsets to holder, ensure that keyboards and mice are centered, and the chair is placed in and upright.
- c) Members are to ensure that systems are returned to normal working state. Including disconnecting and logging out of their own accounts.
- d) Users who repeatedly leave Arena equipment discarded will be locked out of services.
- e) While there is 24/7 security footage any damage or theft of equipment will be referred for further investigation which may result in loss of membership and further action by the university.

17) QUT Events and functions

- a) Access to the QUT Esport Arena may be limited during special events.
- b) This will be communicated through QUT Esport Discord or other forms of social media.
- c) It is the responsibility of the member to check this for arena access.

18) Membership Activation and general liability waiver

- a) Membership is considered to be activated once payment has been received. On activation, there is implied acceptance of the University's general liability waiver and agreement to abide by all QUT Sport policies and the QUT Code of Conduct.
- b) You release QUT from any liability for any claim, loss, injury, damage or death howsoever caused which you may suffer or incur directly or indirectly arising from your attendance or membership at the arena.
- c) This release does not apply if your death or injury results from gross negligence on QUT's part.
- d) You agree that payment is due regardless of whether you attend the arena and QUT is not liable if you cannot use your membership for any reason beyond QUT's reasonable control.

19) Assumption of Risk

- a) The member recognises and acknowledges that the arena usage carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid those risks. They have read and understood usage of the arena and information and agree that:
 - i) They are participating is at their own risk:
 - ii) They are psychologically and physically fit to participate in the:
 - iii) The member releases QUT from any liability for any loss, injury, damage, or death which they may suffer or incur directly or indirectly arising from their participation in the arena:
 - iv) the Participant is at least 18 years old, or if under 18 years old, that the participant has the requisite capacity and understanding to consent: and
 - v) The Participant acknowledges and accepts there is an unquantifiable risk of transmission of viral illness (including COVID-19) at the arena. The Participant has considered this risk and their own personal circumstances.

20) User Agreement

- a) I agree that:
 - i) I will comply with and agree to abide by the regulations of QUT and conditions outlined above in the use of the arena, and they must assess their ability whilst participating.
 - ii) I will inform staff of any issues which come to their attention, and which may impact their ability to participate in the arena.
 - iii) I will agree that in an online space they are responsible for their own suitability of their surroundings and that QUT cannot provide specific or unique advice to the participant about their situation.
 - iv) I will always agree to follow the reasonable directions of QUT staff and QUT Security and listen to instructions carefully.
 - v) I have read and understood any information provided about arena memberships and understand that if I do not follow the conditions my membership may be revoked.
 - vi) I acknowledge and agree that a failure to adhere to these rules, regulations and policies may result in suspension or loss of memberships.
 - vii) I acknowledge that QUT sport recommends that members and arena users undertake a facility induction with a qualified member of QUT staff and that an optional induction is offered to all members during Welcome Week each semester.
 - viii) I agree and acknowledge that if I have chosen not to undertake an induction it is because I am a confident and experienced arena user and I have adequately assessed the risks involved in my participation and access to the arena and its services.

21) Payment

- a) You agree to pay all Membership Fees as set out in this Agreement.
- b) All memberships where the payment type is Upfront will pay their membership in advance prior to becoming a member.
- c) You may be charged with the following fees by QUT or QUT's Payment Provider:
 - i) A Dishonour Fee if a payment is dishonoured.
 - ii) A forfeit fee if your Pass is damaged or lost and needs replacement.
 - iii) Other fees being bank charges or administrative charges incurred by QUT or their Payment Provider because of the actions of the Member of the member's banking institution
- d) If you fail to pay your Membership Fee, or any other fees correctly charged to you, QUT may suspend or terminate your membership upon Written Notice.
- e) You acknowledge and agree that QUT may change its Payment Provider and that QUT and/ or the current Payment Provider may, in their sole discretion, assign or novate all existing Payment Agreements to a new payment provider. If QUT or the current Payment Provider assigns or novates the existing Payment Agreements to a new Payment Provider, you consent to QUT or the current Payment Provider providing your personal information (including, but not limited to your payment details), to its new Payment Provider in accordance with this Membership Agreement and QUT's' Privacy Policy.
- f) QUT may change the membership fees for those on ongoing or direct debit agreements upon thirty (30) days Written Notice.