

DRAFT NOMINATION TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

Attributes means and includes, in relation to the Player, the Player's name, voice, signature, trade mark, image, likeness, performance and photograph, and any reproduction thereof;

Band means the relevant retainer band for which the Player has nominated (or, in the case of Platinum Overseas Players, been assigned) for the Draft i.e., Platinum Gold, Silver or Bronze.

BBL means the domestic Twenty20 competition currently known as the "KFC Big Bash League";

BBL Team means any State Association that has been granted rights to operate a team that is entitled to participate in the W/BBL under the terms of a Team Participation Agreement entered into with CA which as at 1 August 2017 includes the following:

- (a) Adelaide Strikers;
- (b) Brisbane Heat;
- (c) Hobart Hurricanes;
- (d) Melbourne Renegades;
- (e) Melbourne Stars;
- (f) Perth Scorchers;
- (g) Sydney Sixers; and
- (h) Sydney Thunder.

Confidential Information means all information (whether written, oral or obtained by observation or another means and whether directly or indirectly) which is confidential in nature, including the provisions and subject matter of these terms and conditions;

Draft means the BBL Overseas Player draft;

Draft Nomination Form means the nomination form used by a prospective Overseas Player to nominate for the Draft;

Handbook means the BBL Overseas Player Draft Handbook published by CA prior to the BBL Overseas Player Draft (as updated from time to time);

Home Board has the meaning given in the W/BBL Overseas Player Contract;

ICC means the International Cricket Council;

Nomination Closing Date means the date, set out in the Handbook, on which nominations for the Draft will close;

"Overseas Nominee" means an Overseas Player who has nominated for the Draft by submitting a Draft Nomination Form and agreeing to be bound by these terms and conditions.

"Platinum Overseas Player" means an Overseas Player, who:

- (a) is an Overseas Nominee; and

- (b) following their nomination to the Draft, has been assigned 'Platinum' status by CA; and
- (c) is selected in the first or second round of the Draft as a Platinum Overseas Player.

State Association means each of the following:

- (i) Cricket New South Wales;
- (j) Queensland Cricket;
- (k) South Australian Cricket Association;
- (l) Cricket Tasmania;
- (m) Cricket Victoria; and
- (n) Western Australian Cricket Association,

or such other substituted name or title as those State Associations may take from time to time.

W/BBL Overseas Player Contract means a contract the Player and the BBL Team in the form set out in the hyperlink in the Draft Nomination Form;

2. NOMINATION

- 2.1 By submitting a Draft Nomination Form and nominating for the Draft, the Player agrees to unconditionally comply with, and observe all obligations and requirements contained in these Nomination Terms and Conditions.
- 2.2 The Player acknowledges and agrees that submitting a Draft Nomination Form does not in any way guarantee him selection by any BBL Team. The Player further acknowledges and agrees that:
 - a) Not all Players that submit a Draft Nomination Form will be available for selection in the Draft. CA will work with the BBL Teams to determine and endorse the final shortlist of Players that will be available for selection at the Draft. Such Players must have submitted a Draft Nomination Form.
 - b) CA is not giving any guarantee that the Player will be taken in the Draft and/or selected to play in any Match for the BBL Team and is not obliged to pay to the Player (or any third party on their behalf) any sums of any kind.
 - c) He has been provided with a copy of the W/BBL Overseas Player Contract, has read, acknowledged, understood and agreed to all of its terms.

3. DRAFT

- 3.1 CA is organising and promoting the BBL, including the Draft, and all related promotional appearances. The Draft shall be held and run in accordance with the Handbook.
- 3.2 The Player agrees that:
 - a) he has not and will not enter into any agreement or arrangement with a BBL Team, whether binding or otherwise, in respect of the upcoming BBL Competition Period prior to the Draft; and
 - b) he must not directly collude or attempt to collude with any BBL Team to unfairly influence the outcome of the Player Draft.

- 3.3 In each round of the Draft, each BBL Team may select one Player provided that no Player may be selected in a Band for which they did not nominate (except for Platinum Players, as the Platinum Band is assigned by CA in its discretion).
- 3.4 Players agree that, in certain circumstances, they may also be retained by their previous BBL Team using a retention pick in accordance with the Handbook.
- 3.5 If the Player is selected by a BBL Team in the Draft in accordance with the Handbook, provided such selection is in a Band for which the Player has nominated (or, in the case of Platinum Players, is assigned), then the Player agrees as follows:
- a) that from the time the Player is selected by a BBL Team in the Draft, that player will be bound by the terms of the W/BBL Overseas Player Contract as if the W/BBL Overseas Player Contract had been executed by the Player and the relevant BBL Team that selected the Player, with the retainer reflecting the Band in which the Player was selected;
 - b) to unconditionally enter into and perform a W/BBL Overseas Player Contract with a W/BBL Availability Period and Minimum Matches corresponding with the availability and Minimum Matches nominated by the Player in the Draft Nomination Form (or in the case of Platinum Overseas Players, the availability agreed by CA in return for assigning the Player Platinum status) for the Band in which he was selected, with the BBL Team which selected him, as soon as practicable but no later than 7 days after the Draft. ;
 - c) not (directly or through any third party) to negotiate with the BBL Team in respect of the W/BBL Overseas Player Contract or seek to change any provision of the W/BBL Overseas Player Contract, including the retainer.
- 3.6 The Draft will continue until all four rounds have been completed such that each BBL Team has at least two overseas Players in its squad.

4. DRAFT PROMOTION

- 4.1 CA may request that the Player make himself available for interviews and/or participate in such other promotional activities in relation to the Draft (***BBL Draft Activities***), which the Player may or may not agree to.
- 4.2 After nominating for the Player Draft, CA may request that the Player agrees to post the 'nominated' graphic, to be provided by CA, on their personal social media channels.
- 4.3 If the Player provides his consent under clause 4.1 to participate in a particular BBL Draft Activity, the Player consents to CA and BBL Teams:
- a) making recordings of the Player participating in that particular BBL Draft Activity; and
 - b) using the Player's Attributes which were recorded by CA or a BBL Team while the Player was participating in that particular BBL Draft Activity, provided any use will be for the sole purpose of promoting the Draft.
- 4.4 If the Player is selected by a BBL Team in the Draft, the Player consents to CA using the Player's Attributes during the broadcast, transmission or operation of the Draft, solely in connection with administering the Draft.

5. PLAYER OBLIGATIONS

5.1 The Player agrees:

- a) subject only to unavailability due to being recalled by the Player's Home Board to play in one or more ICC sanctioned international matches, to be wholly available to participate in the BBL throughout the duration of the Competition Period or such other availability period specified in the Nomination Form for the BBL Team that selected that Player in the Draft;
- b) that he will ensure that its availability is kept up to date by updating the availability period specified in the Nomination Form, at any time prior to the Nomination Closing Date, in the event of any changes to the Players availability; and
- c) prior to the Draft, to keep CA fully informed in writing of any arrangement or circumstance which could prejudice or in any way otherwise affect his ability to comply with these terms and conditions or the W/BBL Overseas Player Contract.

5.2 For a period of 30 days following the Draft, the Player must not make any publicly disparaging comments about CA, the BBL or a BBL Team or any representative of any of the foregoing.

6. WARRANTIES

6.1 The Player warrants and represents that it has all requisite authority and rights to enter into these terms and conditions and perform their obligations hereunder.

6.2 The Player warrants and represents that:

- a) they are not prevented by any contract, agreement, arrangement or understanding from being selected by any BBL Team at the Player Draft; and
- b) their agreement to, and performance of their obligations pursuant to, these terms and conditions is not, and shall not be in breach of any obligation they owe to any third party.

7. CONFIDENTIALITY

7.1 The Player undertakes to keep confidential any Confidential Information which he obtains under or in connection with these terms and conditions and not to use such information or disclose it to any other person, other than as permitted under clause 7.2.

7.2 The Player may disclose the Confidential Information:

- a) with CA's prior written consent; and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 This clause 7 will survive the expiry or earlier termination of these terms and conditions.

7.4 The Player agrees to keep their nomination for the Draft confidential until the date as CA advises.

8. CONTRACTUAL GRIEVANCE

8.1 The Player acknowledges and agrees that if CA considers that the Player has committed a breach, or is reasonably likely to commit a breach of these Draft Nomination Terms and Conditions, the parties agree that they shall submit to the process set out in clause 15 of the W/BBL Overseas Player Contract.

9. DATA PROTECTION

9.1 In connection with these terms and conditions and the Player's participation in the Draft, the Player acknowledges and agrees that:

- a) he will provide to CA certain personal information about the Player;
- b) the personal information he has provided will be used for the purpose of, and in connection with, their nomination for the Draft and will also be provided to the relevant State Association for such purpose; and
- c) in respect of the personal information he has provided, CA and the relevant State Association will comply with the Australian Privacy Principles within the *Privacy Act 1988* (Cth) and will use, store and disclose such personal information in accordance with the Australian Cricket privacy policy (located at www.cricket.com.au/privacy) and collection statement (located at www.cricket.com.au/collection-statement).

10. GOVERNING LAW

10.1 These terms and conditions are governed and shall be construed by and in accordance with the laws of the State of Victoria.

10.2 The Player and CA submit to the non-exclusive jurisdiction of the courts of Victoria and of all courts competent to hear appeals from those courts in relation to any legal action, suit or proceeding arising out of or relating to these terms and conditions and agree that any such action suit or proceeding may be brought in that State.