

PLAYER CONTRACT

GENERAL CONDITIONS

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These General Conditions together with the Schedule form an agreement between:

- The Cricket Association(s) set out in item 2 of Schedule 1 (*“the Employer”*); and
- the player as set out in Item 1 of Schedule 1 (*“the Player”*); and
- where the Employer is a State Association, Cricket Australia (*“CA”*).

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

In this Contract, unless the context otherwise requires, the following terms have the following corresponding meanings:

“ACA” means the Australian Cricketers’ Association Inc of Level 1, 2 Ross Place, South Melbourne, Victoria.

“Account” means the account referred to in Article 18 of the MOU as the *“Australian Cricketers’ Retirement Account”*.

“Additional Leave Period” has the meaning specified in clause 8.10(c)(iii).

“Annual Compulsory CATV Interview” means the compulsory participation by a CA Contracted Player for no more than 30 minutes in one compulsory extended interview per Contract Year filmed at a match (at a time that does not unreasonably interfere with reasonable match preparation), a Tour or a player camp with a CA nominee(s) for the sole purpose of producing footage to be posted on CA’s websites, cricket.com.au and cricketaustralia.com.au, including its social networking and web 2.0 websites.

“Approved Modified Duties/Return to Work Plan” means a Modified Duties/Return to Work Plan as determined solely by a CA or State Association medical officer and completed and approved by such medical officer.

“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.

“Australian Cricket Medical Representatives” means each of the following (as applicable):

- (a) CA Chief Medical Officer;
- (b) State Medical Officer;
- (c) W/BBL Team Doctor; or
- (d) any Team Doctor appointed by CA at matches and tournaments.

“BBL” means the domestic Twenty20 competition currently known as the *“KFC Big Bash League.”*

“CA Contracted Player” means a Player who is a party to a CA Player Contract or CA Match/Tour Contract.

“CA Major Sponsor” means:

- (a) during the period when the Player is a CA Marketing Player or the Player is party to a CA Match/Tour Contract, each of the organisations listed in the Schedule, as amended from time to time in accordance with Article 13.1(d) of the MOU, provided they are major sponsors of CA nominated in accordance with Article 13.1(a) of the MOU and, during the term of a W/BBL Player Contract, Article 13.1(c) of the MOU; or
- (b) excluding during the term of any CA Marketing Contract or CA Match/Tour Contract, the organisations listed in the Schedule, as amended from time to time in accordance with Article 13.1(d) of the MOU, each of which are sponsors of CA as listed in accordance with Article 13.1(b) (*Domestic Competition Sponsors*) of the MOU during the term of a State Player Contract, State Match Contract or Rookie Contract and Article 13.1(c) (*W/BBL Competition Sponsor*) of the MOU during the term of a W/BBL Contract.

“CA Marketing Contract” means, in respect of a CA Marketing Player, either of:

- (a) clauses 4.1-4.3 and clause 5 of these General Conditions; or
- (b) where the Player makes a request, a Licensee Marketing Contract.

“CA Marketing Player” is a Player who, in accordance with Article 19.1 of the MOU, is party to a CA Marketing Contract or whose nominated licensee entity is party to a CA Licensee Marketing Contract.

“CA Match/Tour Contract” means a contract between CA and the Player for a particular Match and/or Tour identified as a CA Match/Tour Contract in the Player’s Schedule.

“CA Medical Representatives” means the:

- (a) CA Chief Medical Officer;
- (b) SSSM Manager;
- (c) CA appointed Team Doctors; and
- (d) CA appointed Team Physiotherapists.

“CA Player Contract” means a contract between CA and the Player identified as a CA Player Contract in the Player’s Schedule.

“CA Team” means any team selected by CA including in particular, but without limitation, the Australian Test Match, ODI or Twenty20 International teams or a CA XI team.

“Chief Executive Officer” means the person holding that position for the time being at CA, the Player’s State Association, or the Player’s W/BBL Team or the delegate of that person.

“Contract Year” means the period commencing on 1 July in one calendar year and concluding on 30 June in the next calendar year during the Term.

“Contractual Injury or Illness” means an injury or illness suffered by the Player as a result of:

- (a) training (as directed by CA or the State Association or W/BBL Team in accordance with clause 8); or
- (b) playing for:
 - (i) CA;
 - (ii) a State Association;
 - (iii) at the direction of CA, the Player’s club;
 - (iv) a W/BBL Team (if any);
 - (v) at the direction of the Player’s W/BBL Team (if any), the Player’s club;
- (c) performing any Player Appearances; or
- (d) travel required by CA, the State Association or W/BBL Team to perform any obligations under these General Conditions.

“Cricket Activities” means training for and playing cricket, any other associated sessions and/or travel directed by the Employer or CA as the case may be.

“Cricket Association” means CA and the State Associations.

“Cricket Equipment” means each of the following products:

- (a) Batting Pads;
- (b) Sunglasses;
- (c) Cricket Bats;
- (d) Batting/Wicket Keeping Gloves;
- (e) Thigh Guards;
- (f) Arm Guards;
- (g) Shin Guards (close in fielder); and
- (h) Other protective equipment used in a cricket match (other than helmets and neckguards).

“Cricket Injury” means an injury suffered by the Player as a result of training or playing cricket under the auspices of CA, State Association or a W/BBL Team (as the case may be).

“Domestic Competition Sponsors” means any one of the naming rights sponsors of the domestic competitions (Sheffield Shield, Domestic Twenty20 Match competitions, Domestic One Day Match competitions and W/BBL competitions).

“Domestic One Day Match” means a one day match played by a State Association as part of the interstate one day competition or any one day match played in Australia between the Player’s State Association and the touring squad of an international team due to play a series of matches against Australia.

“Domestic Twenty20 Match” means a Twenty20 match played by a W/BBL Team as part of the W/BBL or any Twenty20 match played in Australia between the Player’s State Association or W/BBL Team and the touring squad of an international team due to play a series of matches against Australia.

“Event Appearance” has the meaning given under clause 5.5.

“Excess Medical Costs” means the difference between:

- (a) costs of any CA-approved, State Association- approved or W/BBL Team-approved (as the case may be) consultations, corrective surgery, medications, equipment or treatment for a Cricket Injury; and
- (b) any lesser amount recoverable from Medicare and the Player’s Required Health Insurance (including extras cover) in respect of such CA-approved consultations, corrective surgery, medications, equipment or treatment for that Cricket Injury.

For the avoidance of doubt, Excess Medical Costs do not include any costs relating to any advice, consultations, surgery, medications, equipment or treatment not first approved in writing by CA, the Player’s State Association, or the Player’s W/BBL Team (if any) except in the event of an emergency.

“FBT” means fringe benefits tax.

“Health Condition” means any condition that may:

- (a) impact the health and safety of the Player or other players; or
- (b) directly impact the Player’s ability to perform the obligations under these General Conditions.

Health Condition includes, without limitation:

- (a) any medical condition where multi-disciplinary or specialist medical treatment from a Health Professional is required or received;
- (b) any diagnosed mental health condition of a Player;
- (c) other known and common conditions such as diabetes and asthma but does not include pregnancy.

“Health Information” has the meaning given to that term by the Health Information Privacy Laws.

“Health Information Privacy Laws” means the *Privacy Act 1988* (Cth) and applicable health records legislation such as the *Health Records Act 2001* (Vic), the *Health Records (Privacy and Access) Act 1997* (ACT) and the *Health Records and Information Privacy Act 2002* (NSW).

“Health Professional” includes without limitation medical practitioner, physiotherapist, psychologist, optometrist, obstetrician or other physicians specialising in a particular area of medicine.

“ICC” means the International Cricket Council.

“Initial Leave Period” has the meaning given in clause 8.10.

“Injury or Illness” means any injury or illness suffered by a Player that:

- (a) is a Cricket Injury;
- (b) may impact a Player’s health and safety, ability to train or play cricket or fulfil the obligations under the General Conditions;
- (c) requires consultation with a Health Professional; or
- (d) requires or recommends the prescription and consumption of medication and/or supplement by a Health Professional.

“Intellectual Property” means and includes:

- (a) all trademarks, patents and designs (whether registered or not), copyright materials and logos (or substantial or material parts thereof);
- (b) playing, training and other uniforms (including replicas and supporter apparel); and

(c) any reproductions or recordings of the above.

“Licensee Marketing Contract” has the meaning given in clause 4.5.

“Mandatory Number of Player Appearances” has the meaning given in clause 4.1(b).

“Marketing Points” has the meaning given in Article 19.3 of the MOU.

“Match Payments” means the amounts specified as Match Payments in the Player’s Schedule (if any).

“Modified Duties/Return to Work Plan” means the prescribed form as reasonably agreed between CA and the ACA for the purpose of specifying in writing the circumstances under which a Player may return to cricket at a lower level than the highest level for which the Player met the Qualifying Requirement at the time the Player became unavailable for selection due to injury or illness without affecting the Player’s injury payment entitlements under clause 11, including in the event of further or continued injury or illness, or any written document (including one or more emails) containing the information required by the form.

“MOU” means the Memorandum of Understanding dated 29 August 2017 between CA (on its behalf and on behalf of its State Associations and W/BBL Teams) and the ACA (on its behalf and on behalf of its members) with a commencement date of 1 August 2017, as amended from time to time in writing and executed by CA and the ACA.

“National Campaign” means an integrated advertising campaign comprised of a series of communications, which:

- (a) runs during one (1) Contract Year only; and
- (b) uses the Player’s Attributes in any medium (or combination thereof) including TV, press, outdoor, internet or point of sale and on-pack advertising.

“National TV Campaign” means an integrated advertising campaign comprised of a series of communications, which:

- (a) runs during one (1) Contract Year only; and
- (b) uses the Player’s Attributes in TV advertising.

“NES” means the National Employment Standards set out in the Fair Work Act 2009 (Cth).

“Non-Contractual Injury or Illness” means an injury or illness incurred or suffered by the Player that is not a Contractual Injury or Illness.

“Notice” has the meaning given in clause 20.

“ODI” means a match designated as a One-Day International Match by the ICC.

“Other Sport” has the meaning in clause 10.10(d).

“Other Sport Approval” means the agreement in the form set out as Schedule K to the MOU, amended as agreed by CA and ACA.

“Parental Leave Policy” means the Player Parental Leave And Return to Work Policy pursuant to MOU Article 2.8 as set out in Schedule L of the MOU.

“Personal Accident and Corporate Travel Insurance Policy” means the Employer’s current Group Personal Accident and Corporate Travel Policy in substantially the same form as was in force as at 30 June 2017.

“Personal Information” has the meaning given in the *Privacy Act 1988* (Cth), as amended from time to time.

“Player Appearance” means and includes, but is not limited to, the following attendances by the Player, which are made at the direction of the Employer:

- (a) attendance by the Player at any official function or event (e.g. season launch, event promotion, etc) of the Employer;
- (b) attendance by the Player at any function or event hosted by or on behalf of a CA Major Sponsor, State Major Sponsor or W/BBL Team Major Sponsor except functions or events so hosted for the benefit of any Player(s) or players;
- (c) attendance by the Player at any place for the specific purpose of filming, photographing or recording an advertisement for CA, the Player’s State Association, or the Player’s W/BBL Team (if any), or a CA Major Sponsor, State Major Sponsor or W/BBL Team Major Sponsor;

- (d) attendance by the Player at any place to promote CA licensed products or the CA licensing program generally; and
- (e) attendance by the Player in promoting CA, State Association or W/BBL Team licensed products, cricket, a cricket match or certain game development promotions,

but does not include an Event Appearance or an Annual Compulsory CATV Interview.

“Player Endorsement” means any arrangement between the Player and a third party where such arrangement involves the Player or the Player’s Attributes being publicly associated with the third party or the third party’s goods or services, which, for the avoidance of doubt, shall:

- (a) include any arrangement between the Player and a media organisation pursuant to which the Player writes or co-writes an article, column or other commentary in any form of media or hosts a segment in any form of media (in each case, including, but not limited to, free to air or pay television, print (including a newspaper or magazine), radio or internet) that is designated as being sponsored by, *inter alia*, any party (the **“Other Party”**) other than the media organisation, in which case the Player shall be deemed to have entered into a Player Endorsement with both that media organisation and the Other Party; and
- (b) not include Player Appearances, fulfilling obligations at Team signing sessions or the use of the Player’s Attributes, in each case pursuant to and in compliance with these General Conditions, a CA Marketing Contract, a State Player Contract or a W/BBL Contract or the use of the Player’s Attributes pursuant to these General Conditions, a CA Player Contract or CA Marketing Contract or State Player Contract or W/BBL Contract.

“Player Internet Site” means:

- (a) any website, page or pages of a website (including, without limitation, any pages on a social networking site such as Facebook, MySpace, Instagram, Snapchat, LinkedIn or Twitter or any YouTube channel) concerning (solely or otherwise) a Player or the Player’s Attributes and which is sponsored, operated or approved by the Player; or
- (b) such other Player presence online which uses the Player’s Attributes and is developed for or on behalf of the Player for promotional or marketing purposes,

but excluding, solely for the purposes of clause 7.2 of this General Conditions, any website, page or pages of a website or other Player presence online which is developed for the promotional or marketing purposes of any of the Player’s sponsors.

“Player Licensee” means an entity which is party to a Licensee Marketing Contract with CA in respect of the use of the Attributes of the Player and performance of Player Appearances by the Player.

“Player’s State Association” means the State Association referred to in the Player’s Schedule, for which the Player has agreed to play cricket for during the Term, subject to the terms of these General Conditions.

“Pre-match Medical Briefing” means the medical briefing conducted prior to the commencement of each day of play at a Match between Australian Cricket Medical Representatives, Team medical staff and paramedics or equivalent health support roles.

“Previous Contract” means any previous CA or State Association or W/BBL Team player contract with the Player.

“Qualifying Requirement” has the meaning given in clause 11.2.

“Required Health Insurance” means a current health insurance policy that complies with clause 10.6 (c).

“Retainer” means the amount referred to as the Retainer in the Player’s Schedule.

“Rookie Contract” means a contract between the Employer and the Player identified as a Rookie Contract in the Player’s Schedule.

“Squad Payment” means the amounts specified as Squad Payments in the Player’s Schedule (if any).

“State Association” means each of the following:

- (a) Cricket New South Wales;
- (b) Queensland Cricket;

- (c) South Australian Cricket Association;
- (d) Cricket Tasmania;
- (e) Cricket Victoria; and
- (f) Western Australian Cricket Association,

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

“State Contracted Player” means a Player who has been offered and accepted a State Player Contract or a State Match Contract.

“State First Class Match” means any Sheffield Shield match or three or four day tour match between the Player’s State Association and the touring squad of an international team in Australia and due to play a series of matches against Australia recognised by CA as a First Class Match.

“State Major Sponsor” means:

- (a) during the period when the Player is a CA Marketing Player or the Player is party to a CA Match/Tour Contract, each of the organisations listed in the Schedule, as amended from time to time in accordance with Article 13.2(d) of the MOU, provided they are major sponsors of the Player’s State Association nominated in accordance with Article 13.2(c) of the MOU and; or
- (b) during the period when the Player is party to State Player Contract, State Match Contract or Rookie Contract (excluding during the term of any CA Marketing Contract or CA Match/Tour Contract) any of the organisations listed in the Schedule, as amended from time to time in accordance with Article 13.2(d) of the MOU, each of which must be major sponsors of the State Association listed in accordance with Article 13.2(a) of the MOU.

“State Match Contract” means a contract between a State Association and the Player identified as a State Match Contract in the Player’s Schedule.

“State Player Contract” means a contract between a State Association and the Player identified as a State Player Contract in the Player’s Schedule.

“State Player Contracting and Remuneration Rules” means the State Player Contracting and Remuneration Rules set out in schedule G to the MOU, as varied from time to time by CA (it being understood that any changes that have an adverse impact on Players require the approval of the ACA, such approval not to be unreasonably withheld).

“State Team” means any team selected by the Player’s State Association including in particular, but without limitation, the teams selected to compete in the domestic four-day competition or the domestic limited overs competition, but excluding selection in the W/BBL.

“Team Payment” means the amounts specified as Team Payments in the Player’s Schedule (if any).

“Term” means the period referred to in the Player’s Schedule.

“Test Match” means a match designated as a Test Match by the ICC.

“Tour” means an overseas tour conducted by CA (comprising of one or more matches), provided that where an overseas tour conducted by CA has different squads selected in relation to different forms of cricket (for example, where a different Test squad and ODI squad is selected by CA for consecutive periods), **“Tour”** means only that portion of an overseas tour in relation to which such a different squad is selected.

“Tour Payment” means the amounts specified as Tour Payments in the Player’s Schedule (if any).

“Twenty20 International” means a match designated as a Twenty20 International Match by the ICC.

“WBBL” means the Women’s Big Bash League currently known as the Rebel WBBL.

“W/BBL” means WBBL and/or BBL as the context required for the Player.

“W/BBL Competition Period” means, for each Contract Year, the period beginning on the date that is the later of:

- (a) seven (7) days prior to the first official match played by the Player’s W/BBL Team in the W/BBL; and
- (b) the day after the last State First Class Match or Domestic One Day Match in which the Player participates (if selected in the final 12) prior to the first official match played by the W/BBL Team in the W/BBL,

ending on the day after the completion of the last official match played by the Player's W/BBL Team in the W/BBL.

"W/BBL Contract" means a contract between a W/BBL Team and a Player identified as a W/BBL Contract or a W/BBL Contract – Replacement Player in the Player's Schedule.

"W/BBL Contracted Player" means a player who has been offered and accepted a W/BBL Contract in the relevant Contract Year, other than an Overseas Player as defined in the MOU.

"W/BBL Contracting and Remuneration Rules" means the W/BBL Player Contracting and Remuneration Rules set out in Schedule H to the MOU, as varied from time to time by CA (it being understood that any changes that have an adverse impact on Players require the approval of the ACA, such approval not to be unreasonably withheld).

"W/BBL Replacement Contract" means a contract between a W/BBL Team and a Player identified as a W/BBL Contract – Replacement Player in the relevant Schedule.

"W/BBL Replacement Player" means a player who has been offered and accepted a W/BBL Contract which is a W/BBL Replacement Contract in the relevant Contract Year.

"W/BBL Team" means a State Association that has entered into a W/BBL Contract with a Player.

"W/BBL Team Major Sponsors" means, in respect of W/BBL Contracted Players only:

- (a) during the period when the Player is a CA Marketing Player or the Player is party to a CA Match/Tour Contract, subject to clause 5.1(c), each of the organisations listed in the Schedule, as amended from time to time in accordance with Article 13.3(c) of the MOU, provided they are a major sponsor of the Player's W/BBL Team (if any) listed in accordance with Article 13.3(b) of the MOU; or
- (b) during the period when the Player is party to a W/BBL Contract (excluding during the term of any CA Marketing Contract or CA Match/Tour Contract) the organisations listed in the Schedule, as amended from time to time in accordance with Article 13.3(c) of the MOU, each of which must be major sponsors of the W/BBL Team listed in accordance with Article 13.3(a) of the MOU.

2. Appointment

2.1. Services and MOU

- (a) The Employer agrees to engage the Player to render, and the Player agrees to render skilled services as a cricket player during the Term and various other services as expressly provided in these General Conditions during and after the Term subject to the provisions of these General Conditions and the provisions of the MOU, which the parties acknowledge and agree are expressly incorporated by reference into these General Conditions. To the extent of any inconsistency, the provisions on the MOU will take precedence.
- (b) Notwithstanding any other provision in these General Conditions, outside the W/BBL Competition Period a W/BBL Contracted Player:
 - (i) will not be required to train for, or play, cricket for the W/BBL Team, participate in any W/BBL Team mandated training, education or team building sessions, or tours subject to clause 4.1 and clause 8.1; and
 - (ii) will not be required to provide any other services under the W/BBL Contract, except as expressly provided in these General Conditions.

2.2. General Conditions of Contract

The terms set out in these General Conditions are general conditions ("General Conditions") of contract which apply to all Players, whether they are employed by CA, a State Association and/or a W/BBL Team, except to the extent that any clause is specified (including in the heading of the clause) to apply to only Players who are on a contract of a specific category (as identified in the relevant Player's Schedule). These General Conditions will be supplemented by the provisions of the Schedule that are identified as being applicable to a specific Player which has been signed by both the Employer (and CA, if the Employer is a State Association or W/BBL Team) and the Player (whether in writing or electronically). A Player's contract is to be read as incorporating in full the General Conditions and the Schedule which is identified as being applicable to the specific Player. To the extent of any inconsistency, these General Conditions will take precedence.

2.3. Parties to act in Good Faith

The parties agree to act in good faith towards each other to enable the objects of this Agreement and the MOU (whether express or implied) to be achieved.

2.4. Additional Employment

- (a) Where the Player is engaged by the Employer on a full time basis in accordance with clause 2.6(a) the Player must not take up any additional employment or engagement without the prior written consent of the Employer. The Employer will not unreasonably withhold consent and will consider the individual circumstances of the Player.
- (b) Where the Player is engaged on a part-time or casual basis in accordance with clause 2.6(b) or (c) the Employer agrees that the Player may undertake additional employment or engagement provided such employment or engagement does not conflict with or detract from the performance of the Player's obligations under these General Conditions.

2.5. Multiple Playing Contracts

- (a) Notwithstanding clause 2.4, subject only to the MOU and the W/BBL Contracting and Remuneration Rules, a CA Contracted Player and/or a State Contracted Player may also enter into a W/BBL Contract with a W/BBL team of the Player's choice.
- (b) Notwithstanding clause 2.5(a) above, where a W/BBL Player is also a CA Contracted Player, the Player's obligations pursuant to a W/BBL Contract will be subject to the Player's obligations to CA.
- (c) Notwithstanding clause 2.5(a) above, where a W/BBL Player is also a State Contracted Player, the Player's obligations pursuant to a W/BBL Contract outside of the W/BBL Competition Period will be subject to the Player's obligations to the State Association.
- (d) Notwithstanding clause 2.4, subject only to the MOU and the State Player Contracting and Remuneration Rules, a Player may be a CA Contracted Player and a State Contracted Player simultaneously, subject to clause 16.7.

2.6 Basis of Employment

- (a) A Player who has been offered and accepted any of the following contracts is engaged by that Player's Employer on a full time basis:
 - (i) a CA Player Contract for the CA Men's Team; or
 - (ii) a State Player Contract for a State Men's Team.
- (b) A Player who has been offered and accepted any of the following contracts is engaged by that Player's Employer on a casual basis:
 - (i) a CA Match/Tour Contract;
 - (ii) a State Match Contract; or
 - (iv) a W/BBL Contract.
- (c) Any Player who has been offered and accepted any other type of contract under these General Conditions is engaged by the Player's Employer on a part time basis, unless otherwise stated in writing.

3. Remuneration

3.1. Payments

In consideration of the Player's services and promises under these General Conditions, the Employer agrees to pay the Player the amounts (if any) as set out in the Player's Schedule as applicable to the Player for:

- (a) the Retainer;
- (b) Squad, Team and Match Payments;
- (c) Tour payments; and/or
- (d) any other allowances.

3.2. Eligibility for Payments – CA Player Contract

The following provisions apply where the Player is on a CA Player Contract:

- (a) Subject to clause 3.2(b) below, if the Player is a member of a CA squad for any Test Match, ODI or Twenty20 International, the Player will receive the appropriate Squad Payment referred to in the Player's Schedule in relation to each such match for which the Player is a member of the Squad.
- (b) Where the Player is entitled to a Squad Payment pursuant to clause 3.2(a) above but does not play in the relevant Test Match, ODI or Twenty20 International and during the duration of that match plays in a match for which the Player is otherwise entitled to a Match Payment pursuant to clause 3.2(d) below, the Squad Payment to which the Player is otherwise entitled pursuant to this clause 3.2(a) shall be reduced to the extent of the Match Payment the Player receives pursuant to clause 3.2(d) below.
- (c) If the Player is selected in a CA Team for a Test Match, ODI or Twenty20 International (whether in Australia or overseas) and plays in the relevant match (as a member of the XI), the Player will receive the appropriate Team Payment referred to in the Player's Schedule.
- (d) If the Player is selected in a CA Team (other than for a Test Match, ODI or Twenty20 International) or a State Team and participates in the relevant match (as a member of the XII), the Player will receive the appropriate Match Payment referred to in the Player's Schedule.
- (e) If the Player is appointed prior to the relevant match in the first XI CA Team as the:
 - (i) Captain of the relevant Team, the Player will also receive a captain's allowance of 30% of the relevant Squad Payment; or
 - (ii) Vice captain of the relevant Team, the Player will also receive a vice-captain's allowance of 10% of the relevant Squad Payment.
- (f) If the Player is selected by CA for a Tour and the Player goes on that Tour, CA will pay the Player the appropriate Tour Payment referred to in the Player's Schedule. Subject to clause 3.2(c), the Tour Payment will cover all matches in which the Player participates during the Term and the Player will not receive separate Squad Payments in respect of the Player's participation in such matches.
- (g) **Multi-Year CA Player Contracts:** In respect of CA Player Contracts with a 2 or 3 year Term:
 - (i) If the Player is selected by CA's National Selection Panel as one of the players to be offered a CA Player Contract (or equivalent retainer under an existing multi-year CA Player Contract) ("CA Contract List") for the final Contract Year of the Term ("Final Contract Year") CA will determine the Player's retainer for the Final Contract Year ("Final Year CA Retainer");
 - (ii) If the Player is not selected in the CA Contract List for the Final Contract Year:
 - (A) the Player may, if offered such a contract by a State Association, enter into a State Player Contract with a State Association for the Final Contract Year, in which case clause 16.7 will not apply and the Player's State Player Contract will not be suspended during the Final Contract Year; and
 - (B) the Player's CA Player Contract will be suspended for the Final Contract Year except for CA's obligation to ensure payment of the Guaranteed Earnings amount specified in the Player's Schedule ("Guaranteed Earnings") to the Player in accordance with (iii) below;
 - (iii) If the total remuneration received by the Player pursuant to any CA Player Contract, CA Match/Tour Contract, State Player Contract and State Match Contract during the Final Contract Year is less than the Guaranteed Earnings, CA will pay to the Player at the end of the Final Contract Year the amount required to make the total of all such remuneration not less than the Guaranteed Earnings, unless the Player has retired from one or more forms of cricket during the Final Contract Year, in which case CA and the Player will reasonably agree on what percentage of the shortfall should be paid to the Player.

3.3. Eligibility for Payments – CA Match/Tour Contract

The following provisions apply where a Player is on a CA Match/Tour Contract:

- (a) Subject to clause 3.3(b) and 3.3(e) below, if the Player is a member of a CA squad for any Test Match, ODI or Twenty20 International, the Player will receive the appropriate Squad Payment referred to in the Player's Schedule in relation to each such match for which the Player is a member of the Squad.
- (b) Where the Player is entitled to a Squad Payment pursuant to clause 3.3(a) above but does not play in the relevant Test Match, ODI or Twenty20 International and during the duration of that match plays in a domestic match for which the Player is otherwise entitled to a Match Payment pursuant to a State Player Contract, the Squad Payment to which the Player is otherwise entitled pursuant to this clause 3.3(a) shall be reduced to the extent of the Match Payment the Player receives pursuant to the State Player Contract.
- (c) If the Player is selected in a CA Team for a Test Match, ODI or Twenty20 International (whether in Australia or overseas) and plays in the relevant match (as a member of the XI), the Player will receive the appropriate Team Payment referred to in the Player's Schedule.
- (d) If the Player is appointed prior to the relevant match in the first XI CA Team as the:
 - (i) Captain of the relevant Team, the Player will also receive a captain's allowance of 30% of the relevant Match Payment; or
 - (ii) Vice captain of the relevant Team, the Player will also receive a vice-captain's allowance of 10% of the relevant Match Payment.
- (e) If the Player is under a Tour Contract and the Player goes on that Tour, CA will pay the Player the appropriate Tour Payment referred to in the Player's Schedule. Subject to clause 3.3 (c), the Tour Payment will cover all matches in which the Player participates during the Term and the Player will not receive separate Squad Payments in respect of the Player's participation in such matches.

3.4. Eligibility for Payments – State Player Contract

The following provisions apply where a Player is on a State Player Contract:

- (a) If the Player is selected in a State Team and participates in the relevant match (as a member of the XII), the Player will receive the appropriate Match Payment referred to in the Player's Schedule.
- (b) If the Player is appointed prior to the relevant match as the captain of the State Team (not including the second XI team), the Player will also receive a captain's allowance of 20% of the relevant Match Payment.

3.5. Eligibility for Payments – State Match Contract

The following provisions apply where a Player is on a State Match Contract:

- (a) Subject to clause 3.5(b), if the Player is selected in a State Team and participates in the relevant match, the Player will receive the appropriate Match Payment referred to in the Player's Schedule.
- (b) If the Player is not selected in a State Team for a particular Domestic One-Day Cup but is in the State Squad for the particular match, the Player will receive the Squad Payment referred to in the Player's Schedule.
- (c) If the Player is appointed prior to the relevant match as the captain of the State Team (not including the second XI team), the Player will also receive a captain's allowance of 20% of the relevant Match Payment.
- (d) If the Player is contracted for a Tour under the State Match Contract, the State Association will pay the Player the Tour Payment referred to in the Player's Schedule. The Tour Payment will cover all matches in which the Player participates under the Player's Schedule for the relevant Term. The Player will not receive separate Match Payments in respect of the Player's participation in such matches.

3.6. Eligibility for Payment – Rookie Contract

The following provisions apply where a Player is on a Rookie Contract:

- (a) If the Player is selected in a State Team (being the second XI/Futures League team) and participates in the relevant match, the Player will receive the appropriate Match Payment set out in the Player's Schedule.

3.7. Eligibility for Payments – W/BBL Contracts

The following provisions apply where a Player is on a W/BBL Contract:

- (a) Subject to (b), the Player is entitled to the Retainer payment specified in the Player's Schedule only; and
- (b) where a Player is on a W/BBL Replacement Contract no Retainer payment will apply and the Player will be entitled to Match Payments specified in the Player's Schedule only, for each W/BBL match played by the W/BBL Team in the W/BBL during the Term (regardless of whether the Player is selected to play in such W/BBL Matches).

3.8. Timing of Payments

- (a) All retainer instalments (or a pro rata portion thereof) will be paid into the Player's nominated bank account:
 - (i) monthly in relation to CA Contracted Players and/or State Contracted Players; and
 - (ii) in three equal instalments in each relevant Contract Year in relation to:
 - a. WBBL Contracted Players on 14 October, 14 November and 14 December; and
 - b. BBL Contracted Players on 14 December, 14 January and 14 February;in each relevant Contract Year.
- (b) Squad, Team, Match and Tour Payments and/or allowances (or a pro rata portion thereof) will be paid into the Player's nominated bank account on or before the 15th day of the calendar month after the payments become due.
- (c) Where the Player's contract terminates before the end of the Term in accordance with these General Conditions the retainer will be reduced on a pro rata basis.

3.9. Rested Players

- (a) In the event CA or a State Association wishes to rest a CA Contracted Player or State Contracted Player, a written notice shall be provided by the Employer to the Player. In the event no such written notice is provided, the Player shall be deemed to have not been rested and the Player's omission from a squad shall be deemed to be because of the Player being dropped or injured.
- (b) A Player not selected for a particular match as a result of the Player being rested in accordance with clause (a) above, will receive the appropriate Match Payment or Team Payment if any referred to in the Player's Schedule, provided that a State Contracted Player will only receive such a rest payment for one match in each Contract Year.

3.10. Injury Payments

If the Player is eligible for injury payments as referred to in clause 11 of these General Conditions, such payments will be made in the same manner and at the same time as the payments applicable to the relevant Match/Tour as prescribed in clause 3.8(b).

3.11. Prize Money

The Player will receive a pro rata share of any prize money won and received by the Employer for matches/series played in Australia in respect of which the Player has been a member of the relevant squad. Prize money will be paid into the Player's nominated bank account on or before the 15th day of the calendar month following the conclusion of the relevant series and receipt by the Employer of the prize money. A CA Contracted Player will receive a pro rata share of any prize money won and received by CA for matches/series played during a Tour outside Australia for which the Player has been a member of the relevant squad.

3.12. Bonus Payments or allowances

The Employer will pay the Player any bonus payments or allowances for which the Player qualifies pursuant to the MOU, or as otherwise set out in the Player's Schedule.

3.13. Superannuation

The Employer will also pay into a complying superannuation fund such amounts required under applicable superannuation legislation in Australia.

3.14. Deductions from Remuneration

- (a) The Player acknowledges that the Player’s Retainer may be reduced in the circumstances provided for in the MOU.
- (b) To the extent permitted by law the Player agrees the Employer(s) may deduct from any remuneration due to be made to the Player pursuant to this clause 3:
 - (i) such amounts as the Employer(s) are required to deduct by reason of any law, including P.A.Y.G. taxation instalment deductions or FBT; and
 - (ii) such amounts as the Player agrees in writing are owing to the Employer.

3.15. Payment of Fines

The Player is personally responsible for any fines properly imposed against the Player from the Player’s ‘after tax’ remuneration, (including but not limited to fines imposed under Article 11 of the MOU or under the rules, codes, policies and the like referred to in clauses 12.1, 12.2 and 12.3) and agrees to make payment in accordance with any direction issued by the Employer.

4. Promotional Obligations of the Player

4.1. Player Appearances

- (a) The Player acknowledges and agrees that the Player must perform, if directed by the Employer, no less than the **“Mandatory Number of Player Appearances”** for the relevant Employer and relevant Team in each Contract Year at such times and places as directed by the Employer.
- (b) The Mandatory Number of Player Appearances in respect of a Contract Year is as set out below:

CA MARKETING PLAYERS WHO ARE NOT W/BBL CONTRACTED PLAYERS	18
CA MARKETING PLAYERS WHO ARE W/BBL CONTRACTED PLAYERS	19
CA MATCH/TOUR CONTRACT	7 (men) or 2 (women) during the term of the CA Match/Tour Contract
STATE PLAYER CONTRACT (PLAYERS WHO ARE NOT W/BBL CONTRACTED PLAYERS)	16 (State men) 6 (State women)
STATE PLAYER CONTRACT (PLAYERS WHO ARE W/BBL CONTRACTED PLAYERS)	16 (State men and BBL) 6 (State women and WBBL)
W/BBL CONTRACT (PLAYERS WHO ARE NOT STATE CONTRACTED PLAYERS)	BBL: 16 (where the Retainer is greater than \$50,000) or 8 (for W/BBL Replacement Players (BBL) or where the Retainer is equal to or less than \$50,000) WBBL: 6
ROOKIE CONTRACT ONLY	11
ROOKIE CONTRACT (PLAYERS WHO ARE ALSO W/BBL CONTRACTED PLAYERS)	15

Provided that the Mandatory Number of Player Appearances cannot be more than 22 Player Appearances across all Player contracts under these General Conditions during a Contract Year (including upgraded players).

- (c) If CA wishes the Player to perform a Player Appearance in addition to the Mandatory Number, CA may make this request of the Player but there is no obligation on the Player to do so.
- (d) In the absence of a direction by CA, the split of Player Appearances for any Player who is both a State Contracted Player and W/BBL Contracted Player shall be agreed between the relevant State Association and the W/BBL Team.

- (e) The Player will perform the Player Appearances at such times and places directed by the Employer, subject to the restrictions set out in clause 4.2 below.

4.2. Restrictions on Player Appearances

- (a) No Player Appearance will be longer than four (4) hours duration (including reasonable travel time) unless the Player agrees to two (2) or more consecutive four (4) hour Player Appearances or additional compensation for a Player Appearance of longer than four (4) hours duration.
- (b) The Player will not be required to perform more than two (2) Player Appearances in a single week, (whether CA, State or W/BBL Player Appearances) nor more than four (4) Player Appearances in a single calendar month (whether CA, State or W/BBL Player Appearances), unless the Player otherwise agrees.
- (c) CA Contracted Players shall not be required to perform any Player Appearances during that Player's Initial Leave Period or any other type of authorised leave (except during any Additional Leave Period), unless the Player nonetheless chooses (in the Player's absolute discretion) to perform any Player Appearances.
- (d) State Contracted Players shall not be required to perform any Player Appearances during the Player's Initial Leave Period or any other type of authorised leave unless the Player nonetheless chooses (in the Player's absolute discretion) to perform any Player Appearances.
- (e) A State Contracted Player who is party to a W/BBL Contract will not be required to perform any Player Appearances for the State Association State Team during the W/BBL Competition Period unless the Player's W/BBL Team agrees in writing and notifies the Player and, in the event of such agreement, the parties agree that the Player will undertake the performance in the Player's W/BBL Team's official branded apparel unless otherwise agreed in writing by the W/BBL Team in its absolute discretion.
- (f) If a W/BBL Contracted Player is not a party to a current CA Player Contract, CA Match/Tour Contract or State Player Contract, the Player Appearances may take place only at times and places which do not materially interfere with any outside work, study, playing training or commercial commitments or reasonable holidays of the Player.
- (g) A Rookie Player is not required to perform Player Appearances:
 - (i) if the Rookie Player has a job, when the Rookie Player is otherwise required to work in that job; and
 - (ii) if the Rookie Player is studying at a secondary or tertiary educational institution, during semesters or terms.
- (h) The Employer will use its best endeavours to ensure that the Player will not be required to perform more than one (1) Player Appearance in a single day, unless the Player otherwise agrees.
- (i) The Employer will maintain a register of all Player Appearances, such register to be available for inspection by the Player at the offices of the Employer during normal business hours and with reasonable notice upon written request by the Player.
- (j) A direction under the CA Player Contract or CA Match/Tour Contract will prevail over any direction under a State Player Contract or W/BBL Contract (if any) to perform a Player Appearance.
- (k) The Player may ask the Employer from time to time to advise how many Player Appearances the Player may still be obliged to perform in that Contract Year.
- (l) In circumstances where the dominant purpose of the Player Appearance relates to the publicity and promotion of cricket in general or any match, Tour or series of matches, game development, the W/BBL, the Player's W/BBL Team (if any), CA or any State Association, the Player may be required by the Employer to perform a Player Appearance without any other CA or State or W/BBL Team-contracted players.
- (m) In circumstances where the Player Appearance relates to a commercial appearance for purposes other than those described in paragraph (l) above, CA or the Player's State Association or W/BBL Team (as the case may be) must ensure that at least two (2) other players who are contracted to CA, a State Association or a W/BBL team are also present at such Player Appearance.

- (n) The Employer will use its best endeavours to give the Player at least seven (7) days notice (but will use its reasonable endeavours to provide a greater period of notice) by way of e-mail of any requirement to procure the performance of a Player Appearance, provided, however, that the Player or the Player's manager must confirm the Player's availability by way of e-mail within two (2) business days of such notice.

4.3. Payment for Player Appearances and Use of Player Attributes – CA Marketing Players

- (a) Subject to clause 4.3(b) below, in consideration for each Player Appearance and each use of the Player's Attributes by CA, the Player's State Association, CA Major Sponsors, State Major Sponsors, W/BBL Team Major Sponsors, Domestic Competition Sponsors and official suppliers under these General Conditions, a CA Marketing Player will receive, in accordance with Article 19 of the MOU, an allocation of Marketing Points and a share of the CA Marketing Pool (as may be adjusted for GST in accordance with Article 26.8 of the MOU).
- (b) A CA Marketing Player will not receive an allocation of Marketing Points or a share of the Marketing Pool in respect of the use of the Player's Attributes under clause 5.6 (CA Licensed Products) of these General Conditions, provided that the Player shall be entitled to payment in accordance with clause 5.6(b) in relation to such uses.
- (c) The termination or expiry of any contract subject to these General Conditions will not affect any entitlement of the Player to payments under these General Conditions for any use of the Player's Attributes or the performance of any Player Appearances during the Term.

4.4. Payment for Player Appearances and Use of Player Attributes - State Contracted Players & W/BBL Contracted Players

In consideration for each Player Appearance and each use of the Player's Attributes which is performed by any Player who is not party to (or who does not have a nominated licensee-entity which is party to) a CA Marketing Contract, at the request of CA, the Player's State Association, CA Major Sponsors, State Major Sponsors, W/BBL Team Major Sponsors, Domestic Competition Sponsors and official suppliers under these General Conditions, that is performed at the option of Player pursuant to Article 19.9 of the MOU, and is above the Mandatory Number of Player Appearances under the Player's contract or is use of that Player's Attributes in addition to the obligations under the Player's contract, the Player will be paid an amount as specified in Article 19.9 of the MOU.

4.5. Licensee Marketing Contract

- (a) Where requested by a CA Marketing Player, CA shall enter into a marketing contract with an entity nominated by a CA Marketing Player in the form set out in Schedule B to the MOU ("**Licensee Marketing Contract**").
- (b) The CA Marketing Player acknowledges and agrees that:
 - (i) pursuant to and subject to the terms of any Licensee Marketing Contract, the Player's nominated entity is required to ensure that the Player performs, if requested by CA, no less than the Mandatory Number of Player Appearances in each Contract Year, and the Player will, if required by such entity, perform such Player Appearances;
 - (ii) except as otherwise agreed, the payment of royalties (plus any GST if payable) in accordance with Articles 15 and 26.8 of the MOU and any allocation of Marketing Points and a share of the Marketing Pool (each as defined in the Licensee Marketing Contract) plus any GST (if payable) pursuant to the Licensee Marketing Contract and in accordance with Articles 19 and 26.8 of the MOU will be in full satisfaction of all Player Appearances and use of the Player's Attributes pursuant to the Licensee Marketing Contract.
- (c) Where the Player's nominated entity executes a Licensee Marketing Contract, clause 4.1-4.3, and clause 5 of these General Conditions will not apply.
- (d) The CA Marketing Player:
 - (i) guarantees the performance by the Player's nominated entity of its obligations pursuant to any Licensee Marketing Contract entered by CA in connection with these General Conditions; and

- (ii) shall ensure that the Player's nominated entity performs all its obligations pursuant to the Licensee Marketing Contract.

4.6. Player Autographs – CA Contracted Players

- (a) CA Contracted Players agree to attend CA Team signing sessions and (together with all other Team members) to sign up to the following:
 - (i) for each series of Test Matches played in Australia against an international team, in which the Player participates, 253 items in total (being bats and/or team apparel or other CA Products, as determined by CA) for each series;
 - (ii) for each series of ODI or Australia A matches played in Australia against an international team, in which the Player participates, 253 items in total (being bats and/or team apparel or other CA Products, as determined by CA) for each series;
 - (iii) if the Player participates in any Twenty20 international matches played in Australia, 103 bats and/or team apparel or other CA Products (as determined by CA) for each series of such matches played in Australia (i.e., the entire domestic season and not for each such match); and
 - (iv) for each Tour in which the Player participates, 103 bats.
- (b) Where the CA Contracted Player has signed a class of bats pursuant to clause 4.6(a) above, CA will provide the Player with one (1) fully signed bat in respect of that class.
- (c) The CA Contracted Player agrees to attend two (2) further CA signing sessions in each Contract Year along with other players to sign a maximum of two hundred (200) items of each of two (2) pieces of memorabilia or other collectibles (including bats) as CA may reasonably require, provided that the Player shall be paid a fee for such signing (in accordance with clause 3.1) equal to an amount that is the greater of:
 - (i) an equal share (amongst the players who sign the item) of \$360 per item; or
 - (ii) an equal share (amongst the players who sign the item) of 18% of the recommended retail price per item.

The ACA and CA agree to meet in good faith during the Term to discuss whether the number of pieces to be signed by the Player pursuant to this clause 4.6 should be increased to three (3) pieces.

4.7. Player Autographs –CA Contracted Player (State Team signing sessions)

If the Player is both a CA Contracted Player and a State Contracted Player, the Player agrees to attend State Team signing sessions and to sign such equipment and merchandise (together with the rest of the State Team) as the Player's State Association may reasonably require. The Employers will ensure that the Player's State Association will not require the Player to attend more than two (2) such signing sessions in each Contract Year (or three (3), in the event the Player is not a party to a W/BBL Contract) provided that the State Association and the Player may agree to split the Player's signing sessions into parts if that is convenient for the Player. The Player will not be required to attend the State Team signing sessions in the event that sessions are during the W/BBL Competition Period, the Player is a party to a W/BBL Contract, and the Player's W/BBL Team is based in a different State to the Player's State Association.

4.8. Player Autographs - State Contracted Player

- (a) The State Contracted Player agrees to attend State Team signing sessions and to sign such equipment and merchandise (together with the rest of the state Team) as the State Association may reasonably require, provided however, that the Player will not be required to attend the State Team signing sessions in the event that session is during the W/BBL Competition Period, the Player is a party to a W/BBL Contract, and the Player's W/BBL Team is based in a different State to the State Association.
- (b) The State Association agrees that it will not require the Player to attend more than two (2) such signing sessions in each Contract Year provided that the State Association and the Player may agree to split the Player's signing sessions into parts if that is convenient for the Player.

4.9. Player Autographs – W/BBL Contracted Player

- (a) The Player agrees to attend W/BBL Team signing sessions and to sign such equipment and merchandise (together with the rest of the W/BBL Team's squad of players) as the W/BBL Team may reasonable require, provided however, that the W/BBL Player will not be required to attend the W/BBL Team signing sessions in the event that session is outside the W/BBL Competition Period and the Player's State Association (if any) is based in a different State to the W/BBL Team.
- (b) The W/BBL Team covenants that it will not require the Player to attend more than one (1) such signing session in each Contract Year provided that the W/ BBL Team and the Player may agree to split the Player's signing session into parts if that is convenient for the Player.

4.10. Player Autographs – Rookie Contract

- (a) The Player agrees to attend State Team signing sessions and to sign such equipment and merchandise (together with the rest of the State Team) as the State Association may reasonably require, provided however, that the Player will not be required to attend the State Team signing sessions in the event that session is during the W/BBL Competition Period, the Player is a party to a W/BBL Player Contract, and the Player's W/BBL Team is based in a different State to the State Association.
- (b) The State Association covenants that it will not require the Player to attend more than:
 - (i) if the Player is not a party to a W/BBL Contract, three (3); or
 - (ii) if the Player is a party to a W/BBL Contract, two (2),such signing sessions in each Contract Year provided that the State Association and the Player may agree to split the Player's signing sessions into parts if that is convenient for the Player.
- (c) Nothing in clauses 4.10 (a) and (b) above is intended to limit the rights of CA or the State Association to use reproductions of the Player's signature under clause 5.2 or under any CA Marketing Contract.

4.11. Distribution of bat(s)

- (a) The parties agree that, notwithstanding anything else in this Contract, where CA, the State Association, the W/BBL Team or the Player does not keep the bat(s), they will only distribute the bat(s) in the following manner:
 - (i) as a gift to cricket associations or clubs;
 - (ii) as a gift to charitable organisations;
 - (iii) in satisfaction of obligations to sponsors, licensees or official suppliers, provided that the Player ensures that his sponsors, licensees or official suppliers do not use the bat in any form of promotion or advertising activity;
 - (iv) in the case of CA, the State Association or the W/BBL Team, to winners of bona fide competitions; or
 - (v) as a gift to VIPs, friends, relatives, employees on the understanding that the bat(s) will not be on-sold or used for a commercial purpose.
- (b) Nothing in clauses 4.6 - 4.10 above is intended to limit the rights of CA or the State Association or W/BBL Team to use reproductions of the Player's signature under clause 5.2 or under a Licensee Marketing Contract.
- (c) Other than as provided for in clause 4.6(a), 4.7 (a), 4.8 (a), 4.9(a) and 4.10(a) above, the Player agrees to refrain, without the prior written consent of CA, the W/BBL Team or the Player's State Association (as the case requires), from autographing any item which bears, shows or incorporated any Intellectual Property of CA, the W/BBL Team or the Player's State Association where the Player knows or ought reasonable to suspect that the item will be sold or used for a commercial purpose. For the avoidance of doubt, this clause (c) does not preclude the Player from autographing:
 - (i) Action photographs of the Player; or
 - (ii) Official replica or playing apparel,prior to giving those items to fans or charities.

4.12. Annual Compulsory CATV Interview by CA Contracted Players

- (a) Any Player who is a CA Contracted Player agrees to participate in the Annual Compulsory CATV Interview each Contract Year.
- (b) CA must not use the footage obtained during an Annual Compulsory CATV Interview for any purpose other than for use on CA's owned or controlled digital channels.

5. Use of Player Attributes

5.1. Use of Player Attributes – Major Sponsors

- (a) Subject to clause 5.1(c) below, the Player agrees that CA, the Player's State Association and the Player's W/BBL Team may permit any CA Major Sponsor or State Major Sponsor or W/BBL Team Major Sponsor (if the Player is party to a W/BBL Contract) to use the Player's Attributes in promotional and advertising activities permitted by CA, the Player's State Association or the Player's W/BBL Team (if any), provided that:
 - (i) subject to clauses 5.4 and 4.2(l), the Player's Attributes will be given equal exposure across a campaign execution with at least two (2) other players who are contracted to CA, a State Association or a W/BBL Team;
 - (ii) in the case of CA Marketing Players the Player's Attributes will not be used:
 - (A) by CA Major Sponsors, State Major Sponsors and W/BBL Team Major Sponsors in any Contract Year in more than three (3) National Campaigns inclusive of no more than two (2) National TV Campaigns;
 - (B) in a National Campaign by any one (1) CA Major Sponsor, State Major Sponsor or W/BBL Team Major Sponsor more than once per Contract Year; or
 - (C) in a National Campaign by any one (1) CA Major Sponsor, State Major Sponsor or W/BBL Team Major Sponsor in three (3) consecutive Contract Years,in each case without the prior written consent of the Player;
 - (iii) in the case of CA Marketing Players in all such promotional or advertising activities the CA Major Sponsor, State Major Sponsor or W/BBL Team Major Sponsor (as the case may be) will communicate its relationship with CA, the State Association or the Player's W/BBL Team as part of the activities, which may include one or more of the following:
 - (A) a voice over;
 - (B) use of CA, State Association or W/BBL Team Intellectual Property;
 - (C) all players wearing an Australian Team, State Team or W/BBL Team uniform (unless otherwise agreed);
 - (D) pull-through designation rights; or
 - (E) still graphic designation rights; and
 - (iv) CA, the Player's State Association or the Player's W/BBL Team (as the case may be) must give the Player and the ACA at least seven (7) days' notice of an intention to use the Player's Attributes in promotional and advertising activities.
- (b) The Player may refuse to consent to the proposed use of the Player's Attributes as notified to the Player and the ACA under clause 5.1(a)(iv) above on the Player's reasonable personal or reasonable professional grounds provided the Player notifies CA, the Player's State Association or the Player's W/BBL Team (as the case requires) in writing to that effect (stating the Player's reasons) within two (2) business days of the ACA receiving that notification. The Player agrees that the Player's personal sponsorship or endorsement arrangements will not give rise to "reasonable professional grounds" for the purpose of this clause. If CA, the Player's State Association or the Player's W/BBL Team disagrees with the basis upon which the Player has refused to consent to the use of the Player's Attributes, the matter will be dealt with in accordance with clause 16.5.

- (c) During any period when a CA Marketing Player is not a party to a current CA Player Contract then, for the purposes of this clause 5 only, the definitions of State Major Sponsor and W/BBL Team Major Sponsor in clause 1 have no application and the following definitions apply:
- (i) **“W/BBL Team Major Sponsor”** means the up to two major sponsors which are entitled, pursuant to Article 13.3 of the MOU, to protection in the W/BBL Contracts as may be substituted from time to time in accordance with Article 13.3(d) of the MOU; and
 - (ii) **“State Major Sponsor”** means the up to two major sponsors which are entitled, pursuant to Article 13.2(a) of the MOU, to protection in the State Player Contracts and State Match Contracts for the Player’s State Association (if any), as may be substituted from time to time in accordance with Article 13.2(d) of the MOU.

5.2. Game Promotion/Game Development

- (a) Without limiting clause 5.1(a) but subject to clause 5.2(c), the Player grants to CA, the Player’s State Association and the Player’s W/BBL Team (if any), separately and together, a perpetual, irrevocable, royalty-free licence to use the Player’s Attributes (to be used in materials depicting the Player in an Australian Team, State Association Team or W/BBL Team uniform or any other official Team apparel or other clothing designating a connection with CA, the Player’s State Association or the Player’s W/BBL Team) in any manner where the dominant purpose of the use of those Attributes is for the publicity and the promotion of cricket in general or any match, Tour or series of matches, game development, CA, the W/BBL, the W/BBL Team or any State Association in or on any materials including, but not limited to, newspapers, magazines, motion pictures, match programs, season guides, broadcasts, narrowcasts, telecasts, webcasts, billboards and all other media, provided that CA, the Player’s State Association or the Player’s W/BBL Team, if any (as the case may be), must give the Player at least seven (7) days’ notice of an intention to use the Player’s Attributes in advertisements.
- (b) The Player agrees that, without limiting its intent, clause 5.2(a) above gives CA, the Player’s State Association and the Player’s W/BBL Team (if any) the right to use the Player’s Attributes in publications and educational materials of a strictly non-commercial nature that relate directly to the functions of CA and/or the Player’s State Association and/or the Player’s W/BBL Team (if any).
- (c) The Player may refuse to consent to the proposed use of the Player’s Attributes as notified to the Player under clause 5.2(a) above on the Player’s reasonable personal or reasonable professional grounds provided the Player notifies CA, the Player’s State Association or the Player’s BBL Team (if any) (as the case requires) in writing to that effect and stating the Player’s reasons within two (2) business days of receiving the notification from CA, the Player’s State Association or the Player’s W/BBL Team (if any). The Player agrees that the Player’s personal sponsorship or endorsement arrangements will not give rise to “reasonable professional grounds” for the purpose of this clause. If the Employer disagrees with the basis upon which the Player has refused to consent to the use of the Player’s Attributes, the matter will be dealt with in accordance with clause 16.5.
- (d) The rights granted to CA, the Player’s State Association and the Player’s W/BBL Team (if any) in clause 5.2(a) above will not apply in relation to the Player’s trade mark (other than the Player’s image), voice (except as included in any audio visual or audio material) or signature beyond the Term of the Player’s contract.
- (e) Insofar as commercial uses of the Player’s Attributes are concerned (such as licensing and merchandising activities), CA and the Player agree that the terms of clause 5.6 will apply.

5.3. Use of the Player’s Attributes by Official Suppliers

The Player agrees that CA, the Player’s State Association and the Player’s W/BBL Team (if any) may permit the official suppliers of CA, the Player’s State Association and the Player’s W/BBL Team (if any) to use the Player’s Attributes in promotional and advertising activities for that official supplier (including in catalogues, point of sale materials and advertisements and as permitted by CA, the Player’s State Association and/or the Player’s W/BBL Team), provided the Player’s Attributes are given equal exposure (in the context of a photograph or series of photographs or an image or series of images) with at least five (5) other players who are contracted to CA or the Player’s State Association or the Player’s W/BBL Team (if any) and the image of the Player is an action shot (i.e., an image of the Player playing cricket) or a full team photo.

5.4. Use of the Player's Attributes by Domestic Competition Sponsors

In the case of CA Marketing Players, the Player agrees that CA may permit CA's Domestic Competition Sponsors to use the Player's Attributes in promotional and advertising activities for that Domestic Competition Sponsor (including in catalogues, point of sale materials and advertisements and as permitted by CA, the Player's State Association and/or the Player's W/BBL Team (if any)), provided that the Player's Attributes are given equal exposure (in the context of a photograph or series of photographs or an image or series of images, moving or otherwise) with at least five (5) other players who are contracted to CA or the Player's State Association or the Player's W/BBL Team (if any) and the image (moving or otherwise) of the Player is an action shot (i.e., an image of the Player playing cricket) from a match in which the Player played in the competition sponsored by the relevant Domestic Competition Sponsor or a full team photo.

5.5. Major Award Winners

- (a) The Player agrees that if a CA Contracted Player wins a major individual award such as the Allan Border Medal, Belinda Clark Medal, the Player of the Series or Most Valuable Player award, the Player will pose for a photograph at the event where the award is given (provided, if not at the Match, the Player is in attendance) in front of an event backdrop ("**Event Appearance**").
- (b) Notwithstanding that an Event Appearance shall not be a Player Appearance, the CA Contracted Player will be credited with Marketing Points in accordance with Article 19.3(c) of the MOU for the performance of any Event Appearance.
- (c) The photographs taken during the Event Appearance ("**Event Photograph**") may only be used as follows:
 - (i) the sponsor of the relevant award and event may use the Event Photograph for a period of two weeks from the date of presentation of the award solely for the purposes of congratulating the winner and promoting its sponsorship of the award and the relevant sponsored event; and
 - (ii) CA may use the Event Photograph solely for its own commercial or game promotion purposes for an unlimited period.

5.6. CA Licensed Products

- (a) The Player agrees that CA may use, or permit CA's licensees to use, the Player's Attributes in connection with CA Licensed Products in accordance with Article 15 of the MOU.
- (b) Subject to Article 15.5 of the MOU, in consideration for any use of the Player's Attributes under clause 5.6(a) above, CA will pay the Player the share of revenues in accordance with Article 15.1(b) of the MOU and Schedule I of the MOU. Such payments will be made in accordance with Articles 15.5(a) and 26.8 of the MOU.
- (c) CA agrees to provide the Player and the ACA with royalty reports in accordance with Article 15.5(b) of the MOU in relation to any use of the Player's Attributes under clause (a) above.

6. Sponsorships and Endorsements

6.1. CA, W/BBL Team and State Major Sponsors

- (a) The Player acknowledges :
 - (i) CA has the sole and exclusive right to permit any person to represent that they, or their goods or services, have the sponsorship or approval of, or are in any way endorsed by or associated with CA, or any Team associated with CA;
 - (ii) The State Association has the sole and exclusive right to permit any person to represent that they, or their goods or services, have the sponsorship or approval of, or are in any way endorsed by or associated with the State Association, or any State Team; and
 - (iii) The W/BBL Team has the sole and exclusive right to permit any person to represent that they, or their goods or services, have the sponsorship or approval of, or are in any way endorsed by or associated with the W/BBL Team.
- (b) Without limiting clause 6.2, the Player agrees that at all times whilst representing CA, or the Player's State Association or W/BBL Team (including whilst playing, training, attending official functions,

travelling, attending media conferences and being present at a match or training venue) the Player will not do anything that constitutes a Player Endorsement in relation to a competitor of a CA Major Sponsor or a State Major Sponsor or a W/BBL Team Major Sponsor, unless the Player has a pre-existing agreement with such a competitor that has been approved by CA, a State Association or W/BBL Team under the Player's contractor a Previous Contract or the Player's agreement with such a competitor pre-dates any contract the Player has had with CA or a State Association or W/BBL Team (as the case may be).

6.2. Player Endorsements

- (a) The Player agrees to submit to a person nominated from time to time by CA, for prior written approval:
- (i) details of the third party with whom the Player intends to enter into a Player Endorsement agreement, the brands to be promoted under the agreement, the term of the agreement (including option clauses), any key dates (e.g. launch date of promotion), the geographic limits of the promotion of the Player Endorsement and the nature of the Player Endorsement (e.g. how the Player or the Player's Attributes are to be used), all such details to be provided on the relevant endorsement application form, the current form of which is attached as **Attachment 1** to these General Conditions; and
 - (ii) in relation to an agreement that has already been approved by CA under a CA Player Contract or by CA, a State Association or a W/BBL Team under any Previous Contract, CA Marketing Contract or other contract, adequate details of any promotional or advertising material proposed to be used to promote the Player Endorsement (e.g. draft television/radio commercials, draft billboards, draft internet pages, etc) and details of the geographic parameters of the promotion or advertising campaign.

CA agrees to give such undertakings as to confidentiality as the Player may reasonably require prior to providing the Employer with the material referred to in clauses (i) and (ii) above.

- (b) CA will process a request made strictly in accordance with clause 6.2(a) above in the following manner:
- (i) Within two (2) business days of receipt of the Player's request, CA will provide written notice to the Player acknowledging such receipt.
 - (ii) If the Player has not received CA's acknowledgment by that time, the Player will arrange for the ACA to contact the Employer by telephone to ascertain whether or not CA has received the request. If CA advises the ACA that it has not received the request, the ACA will notify CA of the request in accordance with Article 26.1 of the MOU.
 - (iii) Within five (5) business days of the later to occur of:
 - (A) CA acknowledging receipt of the request in accordance with clause (i) above; and
 - (B) the ACA notifying the Employer of the request in accordance with clause (ii) above,CA will notify the Player of its decision in relation to the Player's request.
 - (iv) If, the day before the expiry of the period calculated under clause (b)(iii) above, CA has failed to advise the Player of its decision in relation to the request, the Player will telephone CA to ascertain the status of the request. If CA fails to notify the Player of its decision by 5.00 pm on the date calculated under clause (iii), the request will be deemed approved, unless the request clearly falls within the circumstances set out in clause 6.2(c) below, in which case it will be deemed refused.
- (c) CA will approve a request under clauses 6.2(a)(i) or 6.2(a)(ii) above unless any of the following circumstances exist:
- (i) where CA reasonably believes that the Player Endorsement is likely to:
 - (A) give the impression that a third person or a third person's goods or services have the sponsorship or approval of, or are in any way endorsed by, CA, the W/BBL, the State Association or any CA Team or State Team or W/BBL Team; or
 - (B) subject to clause 6.2(f) below, damage (including by competing with) or denigrate:
 - (1) a CA Major Sponsor or a State Major Sponsor or their goods or services; or

- (2) a W/BBL Team Major Sponsor or its goods or services, if the Player is a party to a W/BBL Contract,

in the relevant category and in a geographical market in which those goods or services are sold or promoted, unless either:

- (3) that CA Major Sponsor or State Major Sponsor or W/BBL Team Major Sponsor operates in the category of Cricket Equipment, sports footwear or sports apparel, in which case, subject to clauses 6.2 (h) and 6.2(i), CA will not withhold its approval to a request under clause 6.2(a) above pursuant to this clause (B) solely to the extent such Player Endorsement agreement and promotional or advertising materials proposed to be used to promote the Player Endorsement relates to the specific promotion of Cricket Equipment (excluding helmets), sports footwear or sports apparel (and no other goods or services, including Test pants); or

- (4) CA approves, in its absolute discretion, a Player Endorsement that damages (including by competing with) or denigrates a State Major Sponsor or a W/BBL Team Major Sponsor or its goods or services.

- (ii) where the proposed Player Endorsement involves the use (whether directly or indirectly and whether by the Player or anyone else) of the Intellectual Property of CA or the Player's State Association or the Player's W/BBL Team (unless such use has been approved by CA in accordance with clauses 6.2(g) and 6.2(h) below);

- (iii) subject to clause 6.2(i) below, where at least two (2) other players who have player contracts with CA or the Player's State Association or the Player's W/BBL Team (if any) have agreements with the same third party and those agreements:

- (A) have been previously approved by CA or the Player's State Association or the Player's BBL Team (if any) under those players' current or former player contracts; and

- (B) contemplate Player Endorsements,

unless the Player Endorsement concerns the specific promotion by the Player of Cricket Equipment (excluding Test Pants and helmets), sports apparel or sports footwear; or

- (iv) where the agreement is with a person or organisation who or which is licensed by a relevant authority to accept bets on cricket matches or is clearly identifiable as a related body corporate of such a person or organisation.

- (d) CA acknowledges that the Player has pre-existing agreements in place with the organisations, for the duration and in respect of the goods and services, set out in the Player's Schedule and that those agreements (if any) contemplate Player Endorsements. The Player warrants that the Player does not have agreements with, or obligations to, any third parties in relation to Player Endorsements other than those referred to in the Player's Schedule (if any) and the Player's obligations to CA, the Player's State Association or the Player's W/BBL Team (if any) pursuant to and in accordance with any CA Player Contract, State Player Contract or W/BBL Contract (if any) provided, however, that the Player shall be permitted to include all agreements entered into during the Term (by way of written notice to the Employer) in the Player's Schedule provided that CA has approved those agreements and all endorsements by the Player pursuant to those agreements in accordance with this clause 6.2.

- (e) If the Player believes that CA has acted unreasonably in refusing to approve a request made under clause 6.2(a) above (other than on the basis set out in clause 6.2(c)(ii) above), the Player may elect to have the matter dealt with as a grievance in accordance with clause 16.5.

- (f) For CA Marketing Players the geographical limitations referred to in clause 6.2(c)(i)(B) above will not apply in the case of the organisations referred to in Items 1 and 2 of the list of CA Major Sponsors. Those organisations will be afforded worldwide protection in accordance with the terms of these General Conditions.

- (g) A Player may seek:

- (i) CA's prior written consent to use, or permit the Player's sponsor(s) to use, the Intellectual Property of CA including, without limitation, seeking consent for use of such Intellectual

Property in any merchandise (including memorabilia) programs sponsored or approved by the Player (in respect of which the Player hereby agrees CA shall be given first and last rights);

- (ii) A State Association's prior written consent to use, or permit the Player's sponsor(s) to use the Intellectual Property of the State Association; or
- (iii) a W/BBL team's prior written consent to use, or permit the Player's sponsor(s) to use the Intellectual Property of the W/BBL Team.

Subject to clause 6.2(h) below, CA, the State Association and/or the W/BBL Team (as relevant) may grant or withhold its consent in its absolute and unfettered discretion. If CA, the State Association and/or the W/BBL Team does grant its consent, it may do so on such terms and conditions as it sees fit having regard to the nature and extent of the proposed use, including, without limitation, payment of a commercial fee.

- (h) Notwithstanding clause 6.2(g) above, in relation to a CA Contracted Player only, CA will approve, free of charge for such approval, a request under clauses 6.2 (a)(i) or 6.2(a)(ii) above for a Player's use, or the Player's sponsor's use, of the Intellectual Property of CA where the relevant Player Endorsement concerns the promotion by the Player of Cricket Equipment only (the "**Equipment Endorsement**"), provided that the following conditions are met:
 - (i) the Intellectual Property of CA is used solely in an action shot (and not a staged shot or portrait) of the Player (the "**Creative**");
 - (ii) the sponsor does not use the Player or the Player's Attributes to promote the sponsor or its goods or services in the same Equipment Endorsement, Creative, advertisement or promotional activity as the Attributes of any other player who has a player contract with CA or the Player's State Association or W/BBL Team (if any) or in connection with any apparel, footwear or leisurewear other than Cricket Equipment;
 - (iii) the Equipment Endorsement must only be used to directly promote Cricket Equipment actually used by the Player when representing the CA Team and not any company generally or other goods or services (including footwear or apparel); and
 - (iv) the sponsor must not use any Intellectual Property of CA or a State Association or W/BBL team on the Cricket Equipment.
- (i) Notwithstanding clauses 6.2 (c)(i)(B) and 6.2(c)(iii) above, no third party shall be permitted, pursuant to a Player Endorsement for Cricket Equipment, sports footwear or sports apparel, to use the Player or the Player's Attributes to promote that third party or its goods or services generally and shall only be permitted:
 - (i) to use the Player or the Player's Attributes to promote Cricket Equipment (excluding helmets) or sports footwear and in no case in the same advertisement or promotional activity as the Attributes of more than one (1) other player who has a player contract with CA or the Player's State Association or W/BBL Team (if any) (for the avoidance of doubt, this does not preclude a separate advertisement by an unrelated party in the same catalogue by a sports retailer), and CA shall be permitted to withhold approval to such promotion; or
 - (ii) to use the Player or the Player's Attributes to promote sports apparel (excluding Test-type pants) and in no case in the same advertisement or promotional activity as the Attributes of any other player who has a player contract with CA or the Player's State Association or W/BBL Team (if any) (for the avoidance of doubt, this does not preclude a separate advertisement by an unrelated party in the same catalogue by a sports retailer), and CA shall be permitted to withhold approval to such promotion.
- (j) In addition to the obligation of the Player to comply with this clause 6.2, CA Contracted Players will provide CA and the CA Team Manager seven (7) days before any Tour in which the Player will compete with full details of the nature, timing and location of all commitments during the Tour for Player Endorsements and personal appearances. Any additional Player Endorsements and personal appearances during the Tour or any match or series of matches in Australia must be first approved by CA and the CA Team Manager, which approval shall not be withheld or unreasonably delayed unless:
 - (i) approval is not granted in accordance with this clause 6.2; or

- (ii) the Player Endorsement or personal appearance interferes, in the reasonable opinion of CA or the CA Team Manager, with that Player's playing, training or other CA commitments or functions.

6.3. ICC Tournaments

The Player's selection in a Team to compete in any ICC tournament (such as the ICC Cricket World Cup, ICC Women's Cricket World Cup, ICC Champions' Trophy or ICC Women's Cricket Twenty20 World Cup) will be contingent on the Player executing an agreement prepared by the ICC.

7. Media Commitments

7.1. Availability for Interviews

The Player agrees to be available for news-related media commitments or media commitments for promotion of the game (including interviews, photographs, press conferences and television commitments) during the Term at such places and times and with such media organisations as the Employer may reasonably require, provided that a W/BBBL Contracted Player will not be required to make himself/herself available for any such media commitment outside the W/BBBL Competition Period unless:

- (a) Where the Player is also a CA Contracted Player, CA agrees;
- (b) Where the Player is also a State Contracted Player, the Player's State Association agrees; and
- (c) Where the Player is neither a CA Contracted Player or State Contracted Player, such media commitments take place only at times and places which do not materially interfere with any outside work, study, playing, training or commercial commitments or reasonable holiday plans of the Player;

7.2. Restrictions on Personal Media Agreements

- (a) Without limiting the Player's obligations under clause 6.2, the Player agrees to submit in writing to the Employer (which, for the purpose of this clause will mean in relation to CA, CA's Executive General Manager, Team Performance, Senior Manager, Communications and CA's General Counsel and Company Secretary) for prior written approval a complete copy of any proposed agreement (excluding references to remuneration) with any newspaper, magazine, print, internet (including blogs, social networking sites, chat rooms, etc), electronic or digital publisher or radio or television station, irrespective of the platform of delivery for any obligations of the Player pursuant to that proposed agreement (eg, whether by way of any video, audio or written interview, recording or contribution or combination thereof, etc).
- (b) For the avoidance of doubt, the parties agree that clause 7.2(a) above does not apply to the entry by the Player into any of a CA Player Contract, CA Match/Tour Contract, State Player Contract or W/BBBL Contract.
- (c) Without limiting the Player's obligations under clause 6.2, the Employer will approve a request submitted in accordance with clause 7.2(a) unless the proposed agreement contemplates or permits:
 - (i) restrictions (including entering into an exclusive agreement in respect of such matters) that would prevent the Player from fulfilling the Player's obligations to CA, the Player's State Association or the Player's W/BBBL Team under clause 7.1;
 - (ii) any contributions by the Player (whether in visual or written form) being sponsored by or directly associated with any third party (unless approval has been sought and obtained in that specific regard in accordance with clause 6.2); or
 - (iii) the active promotion by the Player of that organisation or its media brands in circumstances where at least two (2) other players who have player contracts with CA or the Player's State Association or the Player's W/BBBL Team (if any) have agreements that contemplate promotion or endorsements of the same organisation or media brands.
- (d) Without limiting the Player's obligations under clause 12, in fulfilling obligations under any agreement approved pursuant to this clause 7.2, the Player must:
 - (i) ensure that the Player does not do anything that, in CA's reasonable opinion, is likely to denigrate CA, the Player's State Association, the W/BBBL, the Player's W/BBBL Team (if any), a CA Team or State Team or any other W/BBBL team, another player or any CA Major Sponsor or

State Major Sponsor or W/BBL Team Major Sponsor or which reveals any information that, in CA's reasonable opinion, is confidential to CA or the Player's State Association or the Player's W/BBL Team;

- (ii) not use or appear in any CA or State Association or W/BBL Team player dressing rooms or venues or use in any way (including by wearing clothing with logos or marks incorporating CA or State Association or W/BBL Intellectual Property) any CA or State Association or W/BBL Intellectual Property; or
- (iii) not appear at any one time in conjunction with more than one other CA Contracted Player, State Contracted player or W/BBL Contracted Player.

8. Availability and Selection

8.1. Performance of Services

The parties agree that selection of any team is the responsibility of the selectors of the Employer in their discretion. Subject to clauses 8.9 and 8.10, the Player agrees:

- (a) unless the Player is declared unfit by a medical or other health professional nominated or approved by CA or the Employer, to take part in all Tours and to play in all Matches:
 - (i) for CA Contracted Players and/or State Contracted Players, for which the Player may be selected during the Term, including, subject to clause 8.3, matches for which the Player is selected by the Player's State Association;
 - (ii) for W/BBL Contracted Players, for which the Player may be selected during the W/BBL Competition Period:
 - (A) by the W/BBL Team;
 - (B) by CA; andby a club nominated by the W/BBL Team in the territory of the W/BBL Team or, in the absolute discretion of the W/BBL Team in the territory of the Player's State Association, if any (if not required to play or train for the W/BBL Team or CA);
- (b) to perform the Player's services under the Player's contract diligently, faithfully and with the utmost integrity; and
- (c) subject to the Player's compliance with all other obligations under the Player's contract, to use the Player's best endeavours to keep fit and in first class physical condition to enable the Player to play to the best of the Player's ability in all matches for which the Player is selected.

8.2. Compliance with direction

The parties agree that:

- (a) the Player must comply with any direction by CA to (i) participate in any training or other official events organised by CA or (ii) not participate in any training or other official events that the Player may otherwise be asked to participate in by the Player's State Association or be obligated to participate in under the Player's W/BBL Contract (if any);
- (b) CA shall be permitted to direct the Player's State Association and/or the W/BBL Team (if any) to not select the Player (or withdraw the Player from selection in) in any State match (whether a multi-day, 50-over, 20-over or other format and whether the senior team or some other representative team) or W/BBL match as directed; and
- (c) CA shall be permitted to direct the Player's State Association and W/BBL Team (if any) to include the Player in any State match (whether a multi-day, 50-over, 20-over or other format and whether the senior team or some other representative team) or W/BBL match.

8.3. Availability for CA, State Association, W/BBL Team and Club

The parties acknowledge that if the Player is selected during the Term to play for a CA Team, the State Association and/or the W/BBL Team must make the Player available to play for CA despite any conflicting obligations to the State Association and/or W/BBL Team.

In connection with clauses 8.2(a), (b) and (c) above, the parties agree that strict compliance by the Player with any direction described above shall be deemed to not be in breach of any obligation owed by the Player under a State Player Contract and/or W/BBL Contract.

For any CA Contracted Player, subject to:

- (a) clauses 8.1, 8.10 and 8.11;
- (b) any obligations of the Player pursuant to an Overseas Club Playing Agreement approved pursuant to Article 14 of the MOU;
- (c) the rights of the Player's W/BBL Team (if any) during the W/BBL Competition Period; and
- (d) CA's policies from time to time regarding:
 - (i) resting between playing duties for CA; and
 - (ii) managing or recovering from injuries,

when the Player is not selected to play for a CA Team, the Player must make himself or herself available to play for the Player's State Association and, if not required by the Player's State Association, the Player's club.

8.4. CA Requirements – Players of National Interest

- (a) Solely as a result of the Player being deemed by CA to be of national interest at some time in the future and irrespective of any obligation owed to the State Association and/or W/BBL Team pursuant to the Player's contract, the Player may be directed by CA to:
 - (i) participate in any training or other official events organised by CA; and/or
 - (ii) not participate in any training or other official events that the Player may otherwise be obligated to participate in under the Player's contract and the Player and the State Association and/or W/BBL Team will comply with such direction.
- (b) Furthermore, as a result of the Player being deemed by CA to be of national interest at some time in the future:
 - (i) CA shall be permitted to direct the State Association and/or W/BBL Team (and the State Association and/or W/BBL Team will comply with such direction) to not select the Player (or withdraw the Player from selection in) in any State match (whether a multi-day, 50-over, 20-over or other format and whether the senior team or some other representative team) or any W/BBL Team as directed; and
 - (ii) CA shall be permitted to direct the State Association and/or W/BBL Team (and the State Association and/or W/BBL Team will not unreasonably withhold its consent to such direction) to include the Player in any State match (whether a multi-day, 50-over, 20-over or other format and whether the senior team or some other representative team) or W/BBL Team.
- (c) In connection with clause (b) above, for the avoidance of doubt, in considering matters of selection, CA the State Association and/or the W/BBL Team as relevant must make an appropriate decision taking into account all relevant factors, including the interests of developing that Player for national honours at some time in the future.
- (d) Furthermore, in connection with this clause 8.4, strict compliance by the Player with any direction described above shall be deemed to not be in breach of any obligation owed by the Player under the State Player Contract and/or W/BBL Contract (if any).

8.5. Transfers to Other State Associations

A State Player may only apply to transfer from one State Association to another in accordance with the transfer rules set out in the State Player Contracting and Remuneration Rules set out in **Schedule G** of the MOU.

8.6. Training Sessions and Meetings

- (a) Subject to clauses 2.1(b) and 8.10 the Player agrees to attend (on time) and participate in, to the best of the Player's skill and ability, all training and educational sessions and meetings as directed by the Employer (including, for the avoidance of doubt, all official player camps), unless:
 - (i) The Player has conflicting obligations to CA; or

(ii) the Employer expressly authorises the Player not to attend such sessions and meeting.

Directions to attend such sessions will normally, but not always, be given by the Team Manager or the Coach.

(b) The Player acknowledges that the reference to “training and educational sessions” in clause 8.6 (a) above includes, but is not limited to, sessions designed to:

(i) educate the Player about the Codes and Policies referred to in clause 12.1, 12.2 and 12.3, which education shall occur in each Contract Year by means of an education session conducted and organised by CA or the Employer, and the Player may be refused selection by the Employer in the event the Player has not undertaken the required training and educational sessions; and

(ii) improve various aspects of the Player including but not limited to the psychological fitness, leadership ability, motivation and media/public speaking skills of the Player.

(c) Without limiting the Player’s obligations under clause 12, the Player agrees to wear such official apparel as directed by the Employer and use such equipment as the Employer may reasonably require, in each case in connection with sessions and meetings referred to in clause 8.6(a) above.

8.7. Restrictions on Training Requirements for certain players

(a) Where a Player has agreed in the Player’s Schedule to be subject to restricted training hours, the State Association and W/BBL Team (as applicable) will use reasonable endeavours to schedule training sessions, camps, net trials, trial matches, signing sessions and satellite programs for remote locations outside of the hours of 10am to 4pm on weekdays and at times which do not unreasonably conflict with the Player’s reasonable work or study commitments that have been notified in writing in advance to the State Association or, if that is impractical, excuse the Player from attendance.

(b) Where a Player is on a W/BBL Contract to play in the WBBL:

(i) the Player is not required to attend and participate in any training, education session, or meeting where the Player is unable to attend such session or meeting because of reasonable work or study commitments that have been notified in writing at least 5 days in advance to the W/BBL Team;

(ii) the Player must advise the W/BBL Team’s head coach by telephone or SMS as soon as reasonable possible if the Player is unable to attend training, education session or meeting or to meet any other obligations under the W/BBL Contract for any reason;

(iii) except as otherwise agreed, the W/BBL Team will use reasonable endeavours to schedule training, education sessions and meetings so that they do not unreasonably conflict with the Player’s reasonable work or study commitments that have been notified in writing at least 5 days in advance to the W/BBL Team.

8.8. Player Professional Development Activities – State Contracted Players

The following clause applies to State Contracted Players only: the State Association agrees that if the Player is committed to pursuing professional development or material community activities, it will:

(a) provide the Player with a minimum of a designated four (4) full Business Days outside the cricket season (i.e., outside the period October 1 in one year to March 31 in the following year) in each Contract Year during the Term; and

(b) use its best endeavours to provide the Player with a minimum of a designated eight (8) hours during Business Hours each week during the cricket season in each Contract Year during the Term (other than during the W/BBL Competition Period in the event the Player has a W/BBL Contract),

free of all playing, training and other State Association-mandated commitments to allow the Player to pursue and engage in those activities.

8.9. State Contracted Players – W/BBL Obligations

In the event the Player is, during the relevant Contract Year, party to a W/BBL Contract then, during the period of the W/BBL Competition Period, the Player will, except as otherwise set out in these General Conditions, be permitted to perform the Player’s obligations pursuant to the Player’s W/BBL Contract and accordingly the

Player will not be required to train for, or play cricket for the State Association or the Player's Club, participate in any State Association mandated training, education or team building sessions or subject to clause 4.1(b), perform Player Appearances, unless otherwise agreed in writing by the Player's W/BBL Team in its discretion and directed by the Player's W/BBL Team to the Player.

8.10. Leave Periods for CA Contracted Players and State Contracted Players

- (a) The Player will, without deduction from the Player's Retainer, be entitled to six (6) weeks leave in each Contract Year (the "**Initial Leave Period**") during which the Player will not be required pursuant to the Player's Contract train for, or play, cricket for CA or the Player's State Association, participate in any CA/State Association-mandated educational, media or team building activities (unless otherwise agreed by the Player in writing) or perform Player Appearances pursuant to clause 4.1 above or any Licensee Marketing Contract.
- (b) For the avoidance of doubt, for State Contracted Players who are also CA Contracted Players, any leave taken under a CA Contract will be deemed to also be leave taken under the Player's State Contract.
- (c) For CA Contracted Players:
 - (i) Subject to clause 8.10(c)(ii) below, the Initial Leave Period shall be the continuous period set out in the Player's Schedule;
 - (ii) the Initial Leave Period may be divided by CA into no more than two (2) blocks at the absolute discretion of CA which will be exercised reasonably; and
 - (iii) If the Initial Leave Period is divided pursuant to clause 10.8(b)(ii), at the end of any such block of leave, the Player will have a further one (1) week period of leave (the "**Additional Leave Period**") during which the Player will not be required to play cricket for CA, but will be required to comply with all other terms and conditions of these General Conditions, including, without limitation, with respect to continuing to train for CA or the Player's State Association or the Player's club, perform Player Appearances pursuant to any CA Marketing Contract and attend all CA/State Association-mandated educational, media or team building activities (including player camps);
- (d) For State Contracted Players who are not CA Contracted Players:
 - (i) Subject to clauses 8.10(d)(ii) and (iii) below, the Initial Leave Period shall be the continuous period set out in the Player's Schedule;
 - (ii) the State Association will use its best endeavours to permit the Player to have the Initial Leave Period in a single continuous period however the Initial Leave Period may be divided by the State Association into no more than two (2) blocks at the absolute discretion of the State Association which will be exercised reasonably. and
- (e) CA or the State Association may vary any Initial Leave Periods provided the Player is given at least thirty (30) days notice of such variation and any such variation is in accordance with the requirements described in this clause 8.10 with respect to the length of the Initial Leave Period, the division of the Initial Leave Period into no more than two (2) blocks and players' entitlements to an Additional Leave Period (where applicable). State Players who are not employed on a full time basis as specified in clause 2.6(a) may request variation to the timing of the Initial Leave Period in order to fulfill to full or part time third party employment or study commitments, and if the State Association does not agree to such request the Player may refer the request to CA's EGM High Performance.
- (f) The Player agrees that four (4) weeks of the Player's leave under this clause 8.10 shall be annual leave for the purposes of the NES.
- (g) The Player agrees that two (2) weeks of the Player's leave under this clause 8.10 shall be long service leave taken in advance for the purposes of State long service leave legislation.
- (h) The Player agrees that in the event the Employer provides the Player with a leave period in addition to the leave periods the Player is entitled to under this clause 8.10, then the Employer shall be entitled by way of prior written notice to the Player to credit such leave periods as being in lieu of any long service leave entitlements of the Player under any law to the extent of that additional leave period. During any such additional leave period the Player will not be required pursuant to these General Conditions to train for, or play, cricket for CA or the Player's State Association, participate in any CA /

State Association – mandated educational, media or team building activities (unless otherwise agreed by the Player) or perform Player Appearances in accordance with any CA Marketing Contract.

- (i) This clause 8.10 does not apply to employees engaged on a casual basis pursuant to clause 2.6 (b).

8.11. Other periods of leave

- (a) The Player will be entitled to at least 10 days personal leave in accordance with the NES:
 - (i) without deduction from the Player's Retainer; and
 - (ii) with payment of an Injury Payment under clause 11.2(a), to the extent that the Player meets the Qualifying Requirement under clause 11.2(b).
- (b) The Player will be entitled to parental leave in accordance with the NES and the Parental Leave Policy as set out in Article 2 and Schedule L of the MOU.
- (c) The Player will be entitled to bereavement leave and other types of leave in accordance with the NES.

9. Upgrades – Rookie Contracts

The following provision applies to a Player on a Rookie Contract only:

The parties acknowledge that the Player's selection in a State Team for a State First Class Match or a Domestic One Day Match is contingent on the parties entering into a State Match Contract in accordance with the provisions of the MOU. The parties further acknowledge that if, in a particular Contract Year, the Player is allocated twelve (12) State Upgrade Points (as defined in the State Player Contracting and Remuneration Rules) or more, the State Association will offer the Player a State Player Contract. If the Player accepts that offer:

- (a) the term of that State Player Contract shall expire at the end of that same Contract Year, unless the State Association and the Player otherwise agree; and
- (b) the Player's Rookie Contract will be suspended and cease to apply for the balance of that Contract Year, save for clause 10.6 and as provided immediately below.

Clause (b) above has no effect on the validity of this Rookie Contract to the extent this Rookie Contract applies beyond the term of the State Player Contract. By way of clarification, this means that if this Rookie Contract has one (1) (or more) further Contract Year to run after the term of the State Player Contract expires, the Player will still be bound by this Rookie Contract for that one (1) (or more) Contract Year, subject to the State Player Contracting and Remuneration Rules.

10. Illness, Injury, Health Condition or Pregnancy

10.1. Notification of Injury or Illness

- (a) The Player confirms that any Injury or Illness of which the Player is reasonably aware has been notified to the Australian Cricket Medical Representatives and/or Health Professionals of the Employer prior to entering into the General Conditions and the Player further agrees to notify (in writing, where practicable) one of the Australian Cricket Medical Representatives and/or Health Professional of the Employer upon becoming aware of any Injury or Illness during the Term.
- (b) The Player agrees that the Australian Cricket Medical Representative or Health Professional of the Employer may disclose any Injury or Illness to:
 - (i) other Australian Cricket Medical Representatives or Health Professionals of the Employer as required;
 - (ii) paramedics (or equivalent) and other medical officers in attendance at any match or training in which the Player is participating (including disclosure at the Pre-Match Medical Briefing) if, in the opinion of an Australian Cricket Medical Representative or Health Professional, there is a health and safety reason for such disclosure;
 - (iii) CA or the State Association (as the case may be) and W/BBL Team (if any), in circumstances where, in the opinion of an Australian Cricket Medical Representative or Health Professional of the Employer, the Injury or Illness has the potential to impact a Player's health and safety or capacity or availability to perform the Player's obligations under these General Conditions.

- (c) The Player agrees that the Australian Cricket Medical Representative and/or Health Professional may disclose details of any Injury or Illness to the Employer's Head of Risk (or equivalent position) for insurance purposes.

10.2.1 Notification of Health Condition

- (a) The Player agrees to notify (in writing, where practicable) one of the Australian Cricket Medical Representatives and/or relevant Health Professional of the Employer upon becoming aware of any Health Condition during the Term. This provision does not limit the Player's obligations under clause 12.2(a)(i) and (vi) in respect of the ICC and CA Anti-Doping Codes.
- (b) The Employer acknowledges and agrees that the notification requirements in clause 10.2(a) are for the sole purpose of ensuring:
 - (i) that an Australian Cricket Medical Representatives and/or Health Professionals of the Employer can deliver medical care to the Player; and
 - (ii) the health and safety of the Player,and that the Employer will not use the information for any other act or purpose without the prior consent of the Player.
- (c) The Player agrees that the Australian Cricket Medical Representative and/or Health Professional may disclose any Health Condition on a confidential basis to:
 - (i) other Australian Cricket Medical Representatives and Health Professionals engaged by the Employer with the Player's consent (where practicable); or
 - (ii) paramedics (or equivalent) and other medical officers in attendance at any match or training in which the Player is participating (including disclosure at the Pre-Match Medical Briefing),if in the opinion of an Australian Cricket Medical Representative and/or Health Professional, there is a health and safety reason for such disclosure.
- (d) The Player agrees that the Australian Cricket Medical Representative and/or Health Professional may, with the consent of the Player, disclose any medical information relating to the Player's Health Condition to Team management or advisers in circumstances where there is a health and safety reason for such disclosure or the Health Condition has a direct impact on a Player's capacity or availability to perform the Player's obligations under these General Conditions, and may consult with Team management and advisors as to adjustments and modifications that may need to be made to ensure a Player can safely perform their obligations under these General Conditions.
- (e) In the event that the Player does not provide consent in accordance with clause 10.2(b) and, in the opinion of the Australian Cricket Medical Representative and/or Health Professional, the Health Condition may impact the health and safety of the Player, the Australian Cricket Medical Representative Professional may consult with Team management and advisors as to adjustments or modifications that may need to be made to ensure the Player can safely perform their obligations under these General Conditions, without disclosing details of the Health Condition.
- (f) The Player agrees that with the consent of the Player the Australian Cricket Medical Representative and/or Health Professional may disclose details of any Health Condition to the Employer's Head of Risk (or equivalent position) for insurance purposes.

10.2.2 Pregnancy

- (a) The Player agrees that, as soon as reasonably practicable after becoming aware that they are pregnant, and on an ongoing basis throughout their pregnancy, they should obtain, and where obtained, must disclose to an Australian Cricket Medical Representatives and/or relevant Health Professional of the Employer, regular medical advice which reasonably satisfies the Player and the relevant Australian Cricket Medical Representatives and/or relevant Health Professional of the Employer in relation to:
 - (i) the risks associated with participating in Cricket Activities while pregnant;
 - (ii) the Player's individual circumstances, whether it is safe for them to continue participating in Cricket Activities; and
 - (iii) whether the Player's training and performance program should be reviewed or modified.

The Player acknowledges that if they do not obtain or disclose the medical advice specified above then they will assume all consequential risks of such inaction or failure (as the case may be), including any consequential risks of same in relation to their ongoing participation in Cricket Activities, medical treatment or the prescription of any medication by any Australian Cricket Medical Representatives and/or relevant Health Professional.

- (b) The Employer and CA agree that no information, other than whether the Player is fit to play and train, will be disclosed to the Employer or CA (as the case may be) by the relevant Australian Cricket Medical Representatives and/or relevant Health Professional during the Player's first trimester without the Player's express consent.
- (c) The Parties agree that after the first trimester the relevant Australian Cricket Medical Representatives and/or relevant Health Professional may provide all relevant information to the Employer and Cricket Australia personnel on a 'need to know' basis as required (as determined by the relevant Australian Cricket Medical Representatives and/or relevant Health Professional) having first consulted with the Player. This information will otherwise be kept confidential unless the express consent of the Player is provided. Announcements regarding the Player's pregnancy will only be made in consultation with the Player.
- (d) The Player agrees that if the Employer or Cricket Australia is not reasonably satisfied that the Player has sufficient medical advice in accordance with clause 10.2.2(a), the Employer or Cricket Australia will consult with the Player and may request that the Player agree to participate in an independent medical examination and opinion conducted by a specialist (obstetrician/gynaecologist), funded as specified in clause 10.2.1(e) below, in relation to the risks associated with the Player's continued participation in Cricket Activities. This independent medical examination will seek independent advice regarding the matters outlined in clause 10.2.2(a).
- (e) The cost of any IME conducted in accordance with 10.2.1(d) above will be funded as if it were Excess Medical Costs for the purposes of Article 23.4 of the MOU (except that Article 23.4(a)(iii) shall not apply to these costs).
- (f) This provision does not limit the Player's obligations under clause 12.2(a)(i) and (vi) in respect of the ICC and CA Anti-Doping Codes.

10.3. Medical Records and Opinions

- (a) The Player agrees that the Australian Cricket Medical Representatives and Health Professionals, shall be permitted to pass on to CA or the State Association (as the case may be) and the W/BBL Team (if any) any opinions or records resulting from any consultation between the Player and an Australian Cricket Medical Representatives or Health Professional of the Employer regarding a Player's Injury or Illness disclosed in accordance with clause 10.1(b)(ii).
- (b) The Player hereby:
 - (i) authorises CA or the State Association (as the case may be) and the W/BBL Team (if any) and the Australian Cricket Medical Representatives or Health Professional of the Employer to have access to any medical records or opinions of any Health Professional (including such Australian Cricket Medical Representatives) whom the Player has consulted regarding any Illness or Injury (including, but not limited to, any consultation organised or approved by CA or the State Association (as the case may be) or the W/BBL Team (if any)) that has been disclosed in accordance with Clause 10.1(b)(ii);
 - (ii) authorises the Australian Cricket Medical Representatives and/or relevant Health Professional of the Employer to have access, on a confidential basis, to any medical records or opinions of any Health Professional whom the Player has consulted regarding any Health Condition (including, but not limited to, any consultation organised or approved by CA or the State Association (as the case may be) or the W/BBL Team (if any)); and
 - (iii) releases CA, the State Association, the W/BBL Team (if any) (as applicable) and the Australian Cricket Medical Representatives from any liability arising solely as a result of those parties sharing those records or opinions.

- (c) The Player agrees that an Australian Cricket Medical Representative may require that a Player obtain secondary medical advice from a CA or State Association (as the case may be) or W/BBL Team (if any) approved medical advisor in respect of any Injury, Illness or Health Condition if, in the opinion of the Australian Cricket Medical Representative, there is a health and safety reason for such medical advice being obtained. This medical advice will be treated in accordance with Clause 10.3(b).
- (d) Players retain the right to obtain external, independent second opinions if they disagree with or want an extra opinion about any treatment/s for any Injury or Illness, subject to compliance with the Australian Cricket Sports Science Sports Medicine Principles.

10.4. Health Information

- (a) The Player acknowledges and agrees that CA or the State Association (as the case may be) and W/BBL Team (if any) may from time to time, collect, use or disclose Health Information provided by the Player or otherwise collected by CA or the State Association or the W/BBL Team (if any) in accordance with these General Conditions and the Health Information Privacy Laws.
- (b) CA or the State Association (as the case may be) and the W/BBL Team (if any) may collect, use and disclose the Player's Health Information to third parties as described in these General Conditions (and any statement provided at the time of collection of the Health Information), including, without limitation, for purposes such as:
 - (i) ensuring the Player receives appropriate treatment and follow-up care regarding any Injury, Illness or Health Condition;
 - (ii) providing Health Information to and receiving Health Information from a club or team (other than a CA or State or W/BBL team) where the Player has received approval from the Employer to play for that club/team (including but not limited to an IPL team, English County Cricket team and other such third party team competing in a tournament and/or competition);
 - (iii) providing the Health Information to researchers to conduct research on an anonymised basis (with any publication of results to be done on an anonymised basis where the results must be not be capable of being re-identified);
 - (iv) providing Health Information to CA, State Association and W/BBL insurers and insurance brokers; and
 - (v) providing an injury or availability status concerning the Player in public announcements, media releases or other public communications, or to the CA Team or the Player's W/BBL Team or State Team.
- (c) The Player agrees that all or part of the Player's Health Information may be transferred, stored, processed or used outside of the Australian State or Territory in which it was provided to CA or the State Association (as the case may be) or W/BBL Team (if any). The Player consents to the collection, use, storage and processing of the Player's Health Information outside of the Australian State or Territory in which it was provided to CA or the Player's BBL/WBBL Team or State Association, where it will be stored and used solely for the purposes described in these General Conditions.

10.5. Medical Advice and Treatment

- (a) Subject to clause 10.1(a), the Player may obtain medical or health related advice from any person whatsoever in respect of a Health Condition.
- (b) Except as permitted solely pursuant to an Overseas Club Playing Agreement, the Player agrees not to obtain medical or health-related treatment (other than pure advice) in connection with any Injury or Illness other than from Health Professionals who have been approved in writing by CA, or the State Association as relevant.
- (c) Where the Player is a W/BBL Player and a CA or State Contracted Player, the Player may obtain medical or health-related treatment in connection with any injury suffered as a result of playing or training for cricket (whether informal or local) or Injury or Illness, from medical practitioners, physiotherapists, dieticians or other health professionals who have been approved in writing by the Player's W/BBL Team, provided that:
 - (i) the Injury or Illness was suffered during the W/BBL Competition Period; or

- (ii) the treatment is sought during the W/BBL Competition Period; and
- (iii) if the treatment is reasonably likely to affect the Player's ability to perform the Player's obligations to CA or State Association pursuant to these General Conditions:
 - (A) approval from the Employer will also be required; and
 - (B) if there is any disagreement between the Employer and the W/BBL medical officer as to the appropriate treatment (if any), the matter shall be resolved by the CA Chief Medical Officer, whose decision shall be final.
- (d) CA, the State Association and W/BBL Team may revoke any approval in respect of Health Professionals given under clause 10.5(b) at any time by notice in writing to the Player.
- (e) The Player must immediately notify the Australian Cricket Medical Representatives of the Employer of any medication, supplement or treatment that is prescribed or provided during the Term by anyone other than an Australian Cricket Medical Representative or Health Professional of CA or the State Association (as the case may be) or a W/BBL (if any). Any such medication, supplement, treatment, injury, illness or Health Condition disclosed to the Australian Cricket Medical Representative may be recorded in the Player's individual medical file in the CA Athlete Management System and those records will be kept absolutely confidential by CA or the State Association or the W/BBL Team (as the case may be) except with the consent of the Player or the Player's representative or as required by law.

10.6. Health Insurance

- (a) The Player agrees to effect and maintain health insurance for the duration of the Term.
- (b) The Player must advise the Employer in writing as soon as practicable (and in any case no later than the start of the Contract Year) as to the identity of the Player's health insurer, the policy number and the type and level of cover and agrees to immediately advise the Employer of any changes to the Player's health insurer provider during the Term.
- (c) The Player agrees that, as a minimum, the Player's health insurance to be effected and maintained must be "top level cover", which provides for same day access to a private hospital of the Player's choice and choice of medical practitioners. The Player further agrees that the Player will take out insurance with a reputable insurance company that will include a "top level extras cover" health insurance which provides for top level extras cover, including cover for medical, physiotherapy and similar treatment, massage, optical, dental and other treatment.

10.7. Excess Medical Costs For Treatment During the Term

In accordance with Article 23.4(a) of the MOU, the Employer will pay any Excess Medical Costs in relation to any CA, State Association approved or W/BBL Team approved (as relevant) consultations, corrective surgery, medications, equipment or treatment undergone by the Player during the Term in relation to a Cricket Injury, provided that:

- (a) the Cricket Injury was suffered during the Term or during the Term of any Previous Contract;
- (b) the Player has complied with clauses 10.2(b), 10.5(b) and 10.7(c) in relation to the Cricket Injury;
- (c) subject to clause 10.7(d) below, the Player has not obtained treatment in relation to the Cricket Injury from medical practitioners or other health professionals other than as approved in writing by CA or the State Association (as the case may be) or a W/BBL Team (if any);
- (d) the consultations, corrective surgery, medications, equipment or treatment for which the Player claims Excess Medical Costs have been approved in writing by the Employer's Sports Science Sports Medicine Manager or where not appointed, the High Performance Manager or Cricket Operations Manager (or equivalent);
- (e) the Player has applied to the Employer for such payment within 60 days of the relevant date of specific treatment in respect of which the Excess Medical Costs relate; and
- (f) the Player:
 - (i) has continued to maintain the Required Health Insurance during the Term and until after incurring all the Excess Medical Costs; or

- (ii) had taken out the Required Health Insurance at the time of incurring the Cricket Injury and the Player's Cricket Injury was covered by and fell entirely within the coverage offered by the Required Health Insurance.

10.8. Post Contract Excess Medical Costs

Subject in all cases to the total limits on the Employer liability as set out in Article 23.4 of the MOU (which the Player acknowledges may result in no costs being reimbursed under this clause 10.8), the Employer will pay any Excess Medical Costs incurred by the Player for consultations, corrective surgery or rehabilitation treatment occurring during the period from the end of the Term until 6 months after the end of the Term in respect of a Cricket Injury, provided that:

- (a) it relates to a Cricket Injury suffered during the Term or during the Term of any Previous Contract;
- (b) the Player is no longer a CA or State Association or W/BBL contracted player but was a CA or State Association or W/BBL contracted player during the Term;
- (c) the Player submits to a medical check-up with a medical or other health professional first approved in writing by CA no later than two (2) months after the end of the Term, pursuant to which the relevant Cricket Injury is diagnosed or confirmed;
- (d) the Player has, at all times during the Term or the Term of any Previous Contract and subsequent to the Term, complied with clauses 10.4 and 10.5 in relation to the Cricket Injury (notwithstanding the expiry of these General Conditions);
- (e) the Player has not obtained treatment in relation to the Cricket Injury from medical practitioners or other health professionals other than as approved in writing by CA, the Player's State Association or the Player's W/BBL Team;
- (f) the relevant consultations, corrective surgery, medications, equipment or treatment have been approved in writing by the Australian Cricket Medical Representative of the Employer;
- (g) the Player:
 - (i) has continued to maintain the Required Health Insurance during the Term and until after incurring all the Excess Medical Costs and, in the case of any Cricket Injury suffered before the Term, has from before the date the Player incurred the Cricket Injury complied with the contractual requirements of any Previous Contract with respect to maintaining health insurance (including extras) on any required terms; or
 - (ii) had taken out the Required Health Insurance at the time of incurring the Cricket Injury and the Player's Cricket Injury was covered by and fell entirely within the coverage offered by the Required Health Insurance;
- (h) if the Player did not seek advice in relation to the Cricket Injury from medical or other health professionals approved by CA or the State Association (as the case may be) or the W/BBL Team (if any) before the end of the Term, the Player's maximum entitlement under this clause 10.8 will be \$2,000 (subject to Article 23.4 of the MOU); and
- (i) this clause 10.8 will not apply in respect of the W/BBL Replacement Contract for W/BBL Replacement Players, for whom CA will not be liable to pay any Excess Medical Costs for consultations, corrective surgery or rehabilitation treatment occurring after the end of the Term.

10.9. Recommendations and Approvals by CA's Medical Officer

The Employer must use its reasonable endeavours to ensure that the relevant Australian Cricket Medical Representative provides recommendations and approvals described in clauses 10.7 and 10.8 as soon as reasonably practicable provided the Player does all things necessary to facilitate the provision of such recommendations and approvals.

10.10. Dangerous or Hazardous Activities

- (a) Subject to clauses 10.10(c) and (d) below, except as directed by the Employer, the Player will not, without the prior written consent of the Employer:
 - (i) engage in any dangerous or hazardous activity;

- (ii) put the Player's own or another player's safety at risk; nor
 - (iii) engage in any activity that in the reasonable opinion of Employer represents a risk of injury to the Player or otherwise affects the Player's ability to perform the Player's obligations under these General Conditions.
- (b) The Player acknowledges that activities that fall within the scope of clause 10.10(a)(i) include, without limitation, the following:
- (i) flying in an aeroplane, helicopter or other airborne machine or device unless it is a commercial flight being operated by a major domestic or international airline or any of its subsidiaries (e.g. Qantas, Jetstar or Virgin Australia);
 - (ii) participating in so-called "extreme sports";
 - (iii) any competitive or professional sport including but not limited to soccer, Australian Rules Football, basketball, netball, any form of rugby or gridiron (other than as part of organised training or promotion directed by CA or the Player's State Association); and
 - (iv) indoor or outdoor rock climbing, hang gliding, parachuting or bungy jumping.
- (c) The parties agree that clause 10.10(a)(i) does not apply to playing, training or performing any Player Appearances pursuant to and in accordance with any W/BBL Contract where the activity in question was specifically directed by the W/BBL Team.
- (d) In respect of female State Players and female W/BBL Players (and excluding any CA Contracted Players), the Employer will consent to the Player engaging in another competitive or professional sport operated by a recognised state or national sporting association (**Other Sport**) provided that the Player executes an Other Sport Approval agreement, and the Player agrees:
- (i) to the priority of the Player's obligations under these General Conditions over any conflicting obligations in respect of the Other Sport. The Player's State Association and the Player's W/BBL Team may withhold their consent where the Other Sport commitments conflict with the Player's obligations to play any cricket match under these General Conditions or materially conflict with the Player's training obligations under these General Conditions (including as a result of existing injuries);
 - (ii) In respect of any injury suffered playing, training or otherwise acting in relation to the Other Sport the Player will not be entitled to any Injury Payments, Excess Medical Costs, Employment Compensation payments under clause 11.4 or coverage under the Personal Accident and Corporate Travel Insurance Policy or other insurance coverage under these General Conditions. In the case of such injury being a long-term injury or illness, the State Association or W/BBL Team may terminate the Player's contract under these General Conditions;
 - (iii) to other provisions reasonably required by the Employer including in relation to termination of the approval for breach, where the other sport does not provide written confirmation of release to enable the Player to comply with the Other Sport Approval, and compliance in relation to the fitness of the Player, notification of injury and medical treatment.

11. Injury Payments

11.1. Limitation on Employer Responsibility

Subject only to clauses 10.7, 10.8, 11.2, 11.3 11.4 and clause 17, the provisions noted in clause 10.1 of any W/BBL Contract to which the Player is a party and to the statutory obligations of CA, the Player's State Association and the Player's W/BBL Team (if any), neither CA nor the Player's State Association nor the Player's W/BBL Team will be responsible in any way whatsoever (including for costs of treatment, loss of income or any excess payable on any health insurance claim) in respect of any injury, illness, ailment or other medical condition suffered or developed by the Player, whether during or after the Term.

11.2. Injury Payments to Player

The following provisions apply to CA Contracted Players and State Contracted Players only:

- (a) Subject to clauses 11.2(d) - (k) below inclusive, if as a result of a Contractual Injury or Illness or a Non-Contractual Injury or Illness, the Player is unavailable for selection by CA or the Player's State

Association in a CA Team (to participate in a Test Match, an ODI, Twenty20 International or a Tour) or a State Team (to participate in a State First Class Match or Domestic One Day Match), CA or the Player's State Association (as applicable) will pay the Player the match payments to which the Player would have been entitled (excluding any prize money or other awards received by the relevant Team) had the Player actually been selected in the relevant match or Tour provided that at the time the relevant Contractual Injury or Illness or Non-Contractual Injury or Illness caused the Player to be unavailable for selection the Player satisfied the "Qualifying Requirement" for the relevant class of matches (for which the Player will be receiving injury payments) as provided in clause 11.2(b) below.

- (b) Subject to clauses 11.2(c) – (k) below inclusive, for the purposes of clause 11.2(a) above, the Player shall meet the Qualifying Requirement for a class of matches as follows:
 - (i) for Test matches (or the Test Match component of the relevant Tour fee) if the Player was selected in the last Team selected by CA for a Test Match;
 - (ii) for ODIs (or the ODI component of the relevant Tour fee) if the Player was selected in the last Team selected by CA for an ODI;
 - (iii) for Twenty20 Internationals (or the Twenty20 International component of the relevant Tour fee) if the Player was selected in the last Team selected by CA for a Twenty20 International;
 - (iv) for State First Class Matches, if the Player was selected by the Player's State Association in its last Team for a State First Class Match; and
 - (v) for Domestic One Day Matches, if the Player was selected by the Player's State Association in its last Team for a Domestic One Day Match.
- (c) For the purposes of this clause 11.2, the Player shall be deemed to have been selected in a Team if the Player would have been selected in that Team had the Player not been rested by the relevant selection panel from the relevant match pursuant to clause 3.9.
- (d) For the purposes of this clause 11.2, whether the Player is unavailable for selection shall be determined:
 - (i) for CA matches or Tours, by CA's nominated medical officer (provided that a player may also be declared unavailable by the National Selection Panel);
 - (ii) for State Association matches by CA's nominated medical officer or by the State Association's nominated medical officer (provided that the Player may also be declared unavailable by the National Selection Panel or the State Association's selection panel).
- (e) The Player shall not be entitled to injury payments under clause 11.2(a) above if the Contractual Injury or Illness or Non-Contractual Injury or Illness is caused or contributed to by the Player's negligence, wilful misconduct or breach of these General Conditions or the obligations in a CA Marketing Contract.
- (f) Any entitlement of the Player to injury payments under clause 11.2(a) shall continue only for so long as the Player continues to use the Player's best endeavours to make the Player available for selection as soon as possible, including following rehabilitation programs prescribed by the Player's approved medical advisors.
- (g) The Player shall not be entitled to injury payments under clause 11.2(a) above for any State Association matches in which the Player would not ordinarily have played (having regard to all relevant circumstances, including the Player's obligations to CA).
- (h) If the Player returns to cricket under an Approved Modified Duties/Return to Work Plan, the Player shall be deemed not to have returned for the purposes of this clause 11.2 (and, for the avoidance of doubt shall continue to satisfy the Qualifying Requirements under clause 11.2(b) above for all categories which the Player satisfied before the Player returned to cricket) until the successful completion of the Modified Duties/Return to Work Plan (which shall be determined by the written acknowledgement by the Player, the State Association's or CA's medical officer and Chairman of Selectors that the Player is available for selection and fit to resume normal cricket duties), provided that any match payments received by the Player for matches played under the Approved Modified Duties/Return to Work Plan shall be deducted from the Player's injury payments.

- (i) Any entitlement of the Player to injury payments under clause 11.2(a) in respect of a particular injury or illness shall be reduced by any payments the Player receives pursuant to relevant workers' compensation legislation.
- (j) Subject to clauses 11.2(g), (h), (i) and (k) and subject, at all times to the ongoing full compliance by the Player with clauses (e) and (f), the Player's entitlements under this clause 11.2 to payment in relation to an illness or injury:
 - (i) that is a Contractual Injury or Illness will continue in relation to Matches or Tours for which the Player is unavailable for selection (or for which the Player would have been unavailable for selection had the Player continued to be a CA Contracted Player or State Contracted Player) for a maximum of 104 weeks from the date of the Contractual Injury or Illness; or
 - (ii) that is a Non-Contractual Injury or Illness will continue in relation to Matches or Tours for which the Player is unavailable for selection (or for which the Player would have been unavailable for selection had the Player continued to be a contracted player with CA or the Player's State Association) for a maximum of 52 weeks from the date of the Non-Contractual Injury or Illness.
- (k) A Player shall no longer meet the Qualifying Requirement for a class of matches if the Player has retired from a form of cricket, match or competition forming part of that class of matches. Where an injured Player does not meet the Qualifying Requirement only due to retirement from all forms of cricket under this clause (k), CA or the Player's State Association (as applicable) will pay Injury Payments equivalent to the amounts the Player would have otherwise been entitled to under clause 11.2(a) (if it were not for such retirement) for the period the relevant injury was likely to have made the Player unavailable for selection (as determined by the Australian Cricket Medical Representative) up to a maximum of 3 months from the date of retirement.
- (l) The Player shall not be entitled to injury payments under clause 11.2(a) above if the Injury or Illness was suffered while playing, training or otherwise acting in connection with any other sport the subject of an Other Sport Approval under 10.10(d).

11.3. Termination under OCPA

If a CA Player Contract, State Player Contract or W/BBL Contract is terminated by the Employer under clause 8(b) of an Overseas Club/Team Playing Agreement, the Employer will make or will procure CA to make injury payments equivalent to the retainer payments (i.e., excluding CA Marketing Contract payments) to which the Player would have been entitled under these General Conditions had it not been terminated, provided that:

- (a) such payments will be limited to a period of 52 weeks from the date of termination;
- (b) the Player shall not be entitled to injury payments under this clause 11.3 if the injury or illness is caused or contributed to by the Player's negligence, wilful misconduct or breach of these General Conditions or a CA Marketing Contract;
- (c) any entitlement of the Player to injury payments under this clause 11.3 shall continue only for so long as the Player continues to use the Player's best endeavours to recover from the relevant injury or illness; and
- (d) any entitlement of the Player to injury payments under this clause 11.3 in respect of a particular injury or illness shall be reduced by any payments the Player may receive pursuant to relevant workers' compensation legislation or under clause 11.2 .

11.4. Employment Compensation

- (a) Subject to clauses 11.4(b) and (c) below, where the Player has bona fide employment (either full time or permanent part time) with a third party, as contemplated in clause 2.4, and the Player suffers a Contractual Injury or Illness during the Term, as a result of which the Player is unable to attend to such employment, CA, the Player's State Association or the W/BBL Team (as the case requires) will pay the Player up to \$1000 per week for a period of up to 104 weeks, having regard to the Player's prior earnings in that employment and the period in which the Player is unable to attend to the Player's employment.
- (b) The Player shall not be entitled to any payments under this clause 11.4:

- (i) if the Contractual Injury or Illness is caused or contributed to by the Player's negligence, wilful misconduct or breach of these General Conditions; and
- (ii) to the extent such payments are being made pursuant to another Contract with a Cricket Association.
- (c) The Player shall not be entitled to any payments under this clause 11.4 in respect of lost income arising from participation, playing, training or other actions in respect of Other Sports under clause 10.10(d).
- (d) Any entitlement of the Player to payments under this clause 11.4 shall continue only for so long as the Player continues to use the Player's best endeavours to make the Player available for selection as soon as possible (including following rehabilitation programs prescribed by the Player's approved medical advisers).

11.5. Procedure for Injury Claims

Any claim by a Player under this clause 11 must be brought in accordance with the process set out in Article 23 of the MOU.

12. Player Behaviour

12.1. Compliance with Playing Conditions

The Player agrees to at all times comply with:

- (a) the Laws of Cricket prescribed from time to time by the Marylebone Cricket Club (as adopted by the ICC);
- (b) the Playing Conditions prescribed from time to time by CA and/or the ICC; and
- (c) any other regulations made from time to time by CA or the ICC in respect of a particular match or series of matches.

12.2. Compliance with CA, State Association, W/BBL Team and ICC Codes of Conduct

- (a) The Player agrees to comply in all respects with all codes, policies and/or rules of behaviour issued by the ICC, CA, the State Association and the W/BBL Team as applicable to the Player including without limitation:
 - (i) the ICC Code of Conduct for Players and Player Support Personnel;
 - (ii) the ICC Anti-Doping Code for Players and Player Support Personnel;
 - (iii) the ICC Anti-Corruption Code for Participants and the ICC's Minimum Standards for Players and Match Officials' Areas at International Matches;
 - (iv) the CA Code of Conduct;
 - (v) the CA Anti-Corruption Code and CA Minimum Standards for Players and Match Officials' Areas;
 - (vi) the CA Anti-Doping Code;
 - (vii) the CA Illicit Substances Rule;
 - (viii) the Australian Cricket Sports Science Sports Medicine Principles (including without limitation the AC Concussion and Head Trauma Policy, the CA Anti-Doping Code, the AC Cardiac Screening Policy and the AC Supplements Policy;
 - (ix) the CA Anti-Discrimination Code;
 - (x) the CA Anti-Harassment Code;
 - (xi) the CA Accreditation Policy; and
 - (xii) any rules of behaviour prescribed from time to time by CA or the Player's State Association or W/BBL Team (if any),

as amended from time to time (with material changes to such codes, policies and/or rules of behaviour issued by CA, the State Association and the W/BBL Team to be made with prior consultation with the ACA), copies of which are provided to the ACA.

- (b) The Player acknowledges that the CA Anti-Corruption Code contains important rules regarding betting, match-fixing and corruption, which are designed to protect the integrity of the game and that if those rules are contravened, the Player is likely to be subject to stringent penalties, including fines and suspension.
- (c) Any decision to impose a penalty for a breach of any code, policy or rule of CA, the Player's State Association or W/BBL Team (if any) which the Player is required to comply with under clause 12.2 must take into account (amongst other things) the Player's capacity to pay a fine.
- (d) CA, the State Association and W/BBL Team agrees to provide each other with copies of all written rules of behaviour they prescribe from time to time (if any).

12.3. Compliance with Policies, Instructions and Directions

- (a) The Player agrees to abide by all reasonable policies, reasonable instructions and reasonable directions issued by CA and, to the extent they do not conflict with those policies, instructions and directions issued by CA, to abide by those issued by the Player's State Association (if any) and during the W/BBL Competition Period, those issued by the Player's W/BBL Team, subject to clause 2.5.
- (b) Without limiting clause 12.3(a), the Player agrees not to take any recordings (whether video, photographic or otherwise) or make any broadcasts, narrowcasts, telecasts, webcasts or the like during playing, training or educational sessions in which the Player is involved other than for private, non-commercial purposes, unless CA's General Counsel and Company Secretary (or their delegate) gives his or her prior written approval. CA's General Counsel and Company Secretary (or their delegate) may approve in writing the inclusion of a limited number of photographs taken during playing or training sessions in a diary-type book written by the Player provided those photographs are not likely to denigrate CA, the Player's State Association, the Player's W/BBL Team (if any), the w/BBL, a CA Major Sponsor or State Major Sponsor or W/BBL Team Major Sponsor or any other player or official.

12.4. Consent to Disclosure of Personal Information

The Player consents to CA, the Player's State Association or the W/BBL Team (if any) disclosing the Player's Personal Information:

- (a) to other persons (including sports betting providers) for the purpose of ensuring the Player's compliance with the Player's anti-corruption or anti-doping obligations under clause 12 of these General Conditions; or
- (b) for any other reason as required by law.

12.5. Participation in Investigations

- (a) The Player agrees to participate in all investigations conducted by or at the direction of CA or the Player's State Association or W/BBL Team into the behaviour of the Player or any other current or former player or official, including in connection with any codes and policies (including those set out in the State Player Contracting and Remuneration Rules and the W/BBL Player Contracting and Remuneration Rules).
- (b) The Player agrees to honestly answer all questions put to the Player in connection with such investigations, other than in circumstances where such an answer would render the Player liable to prosecution for an indictable offence in Australia. The Player will be entitled to appoint a representative, including the ACA, to be present when all such questioning takes place.
- (c) Without limiting the processes set out in the documents referred to in this clause 12, CA will take all reasonable steps to ensure, where appropriate or necessary in the circumstances:
 - (i) the confidentiality of the investigations conducted pursuant to this clause;
 - (ii) the safety of the Player in connection with those investigations; and
 - (iii) that the principles of natural justice (to the extent they apply) are adhered to.

12.6. Notification of Conditions, Rules, Policies, etc.

- (a) The Player will not be bound by any amendments to the documents referred to in this clauses 12 unless and until the Employer take reasonable steps to bring the amended documents to the attention of the Player. The parties agree that for the purposes of this clause, "reasonable steps" will include

sending copies of the amended documents to the Player, emailing the Player or delivering them personally to the Player.

- (b) CA will advise the Player (other than a Match/Tour Contracted Player) prior to the commencement of the Australian domestic season of any applicable rules, regulations, codes or policies which have been or will be changed or introduced since the previous Australian domestic season.

13. Tours

13.1. Selection for Tour

- (a) CA and/or the Player's State Association may at any time during the Term organise and participate in such Tours as they may from time to time decide.
- (b) Without limiting anything else in these General Conditions, if the Player is selected for a Tour, and goes on that Tour, the Player will comply with all lawful directions concerning the Tour (including as to the welfare and safety of the Player and the Team) which may be made or issued from time to time by CA or the Player's State Association. The Player accepts full responsibility for disregarding any such conditions or directions.

13.2. Overseas Laws

- (a) The Player agrees that it is the Player's responsibility to ensure the Player complies with the laws of any country in which the Player is on Tour. The Employer will take reasonable steps to make the Player aware of any particular laws that may be unusual or particular to the relevant country, which the Player is at risk of infringing, having regard to the Player's usual conduct.
- (b) The Player undertakes to advise the Employer if the Player has committed any act which may result in the Player being denied entry into a country where a Tour is taking place.
- (c) If the Player is denied entry into a particular country because the Player is alleged to have committed a particular act of which the Player omitted to inform the Employer prior to the Player's selection in a Tour, then, without limiting the Employer's rights under these General Conditions, neither CA nor the Employer will be liable to make any payments to the Player in respect of that Tour.

14. Official Apparel

- (a) Subject to clause 14(b) below, the Player agrees to wear official apparel as directed, supplied or as branded during player camps, training, playing or travelling for CA, the Player's State Association or the Player's W/BBL Team.
- (b) The Player shall only wear clothing and equipment in relation to matches, training and official functions, as prescribed by CA, the Player's State Association and/or the Players W/BBL Team (as relevant) pursuant to these General Conditions or under all relevant regulations.

15. Australian Cricketers' Retirement Account

15.1. Purpose

The Player acknowledges that:

- (a) CA has made payments from the Player Payments Pool to the Account that, as of the Transfer Date, is owned and managed by the ACA in accordance with Article 18 of the MOU for the purpose of the ACA providing ACRA benefits to certain Players upon those players no longer being contracted players for CA, any State Association or W/BBL Team (or as otherwise determined by the Rules of the Account).
- (b) The ACA has agreed to pay an Eligible Uncontracted Player their Pre Transfer ACRA Benefit from the Transfer Date as set out in Article 18.2 of the MOU. As a result, the Player (and their beneficiaries) agree not to make a claim against CA or the Employer in relation to their Pre Transfer ACRA Benefit (if any) and the Player indemnifies CA and the Employer in relation to any such claim made by the Player (and their beneficiaries) against them.
- (c) The Player (and their beneficiaries) will also make no claim against CA or the Employer in relation to the ownership, management or investment of the Account arising after the Transfer Date (Post Transfer ACRA Claims). The Player agrees to indemnify CA and the Employer against any Post

Transfer ACRA Claims that may be made against CA or the Employer in relation to their ACRA benefits.

- (d) The Player has received, read and understood the ACRA Disclosure Document (available at www.auscricket.com.au/ACRA-Disclosure) that explains the features and benefits of the Account.

15.2. Distributions from the Account

Distributions from the Account are to be made strictly in accordance with Article 18 of the MOU and the Rules of the Account.

16. Contractual Matters

16.1. Warranties by the Player

The Player warrants that:

- (a) the Player has not unlawfully terminated or repudiated, and undertakes not to unlawfully terminate or repudiate, any agreement between the Player and any other person, any of the provisions of which would have prevented or hindered the Player, or would have given the Player or anyone else the right to prevent or hinder the Player, from entering into or complying with any of the provisions of these General Conditions; and
- (b) the Player has not entered into and undertakes not to enter into any agreement or understanding, any of the provisions of which, would prevent or hinder the Player, or give the Player or anyone else the right to prevent or hinder the Player from entering into or complying with any of the obligations which the Player is obliged to perform under any of the provisions of these General Conditions.

16.2. Conflicts of Interest

The Player agrees to use the Player's best endeavours to avoid any actual, potential or perceived conflict of interest in terms of the Player's obligations to the Employer and to notify the Chief Executive Officer of the Employer in writing immediately upon becoming aware of any such conflict, it being acknowledged by the parties that entry into or compliance with a CA Player Contract, CA Match/Tour Contract, State Player Contract and/or a W/BBL Contract (if any) of itself shall not constitute an actual, potential or perceived conflict of interest pursuant to this clause 16.2.

16.3. Limitations on the Player

- (a) In consideration of the Employer entering into a contract with the Player and paying the Player the Retainer, the Player undertakes and agrees with the Employer that the Player shall not, during the Term, make the Player available for, nor play in, any cricket match (including an indoor or modified rules cricket match) unless:
- (i) it is a match controlled by CA;
- (ii) it is a match controlled by the State Association (unless directed otherwise by CA); or
- (iii) CA approves the Player's participation in such a match (provided that the State Association and/or the W/BBL Team (as relevant) shall ensure that, in considering such approval, CA acts in accordance with Article 14 of the MOU.
- (b) The Player acknowledges that, subject to clause 16.4, CA and/or the Employer may withhold its approval under clause (a)(iii) above in its absolute discretion and upon such terms and conditions as CA and/or the Employer sees fit.

16.4. Approval to Play in Non-CA/State Association Matches

- (a) Without limiting clause 16.3(a) above, if a Player wishes to play for a club or team (other than a CA or State or W/BBL Team) during a particular Contract Year for a CA Contracted Player or State Contracted Player, or during the W/BBL Competition Period for a W/BBL Player the Player will apply to CA for approval to do so using **Form 1**.
- (b) The Player agrees to submit, for CA's prior written approval, a copy of any agreement (excluding financial terms) to play for a club or team (other than a CA, State or W/BBL Team) during one or more Contract Years for a CA Contracted Player or State Contracted Player, or during the W/BBL Competition Period for a W/BBL Player.

- (c) The Player agrees that approval to play for a club or team (other than a CA, State or W/BBL Team) during a particular Contract Year or during the W/BBL Competition Period for a W/BBL Player, will be granted or withheld having regard to the conditions referred to in Article 14.1 or 14.4 of the MOU (as the case requires).

16.5. Contractual Grievances

- (a) Subject to clauses 16.5(b) and (c) below, if either CA, the Employer or the Player considers that the other has committed a breach or is reasonably likely to commit a breach of these General Conditions or the terms of the MOU, they shall submit to the process set out in Article 11 of the MOU.
- (b) Clause 16.5(a) above does not apply to an allegation by CA or the Employer that the Player has committed an offence under any of the documents referred to in clause 12.2. Such allegations will be dealt with in accordance with the procedures set out in those documents.
- (c) Clause 16.5(a) above does not apply to any disputes in relation to the payment of Injury Payments under Article 23 of the MOU. Such disputes will be dealt with in accordance with the procedures set out in Article 23 of the MOU.

16.6. Player Internet Site

The Player may operate, or license a third party to operate on the Player's behalf, a Player Internet Site subject to and in accordance with the provisions set out in Article 17 of the MOU.

16.7. State Player Contract Suspension

The Player agrees that, during the Term of any CA Player Contract or CA Match/Tour Contract, any State Player Contract the Player has with the Player's State Association to play cricket for that State Association will be suspended for the duration of such contract provided that, in consideration for the Player's State Association permitting such suspension, the Player agrees that, inter alia, if at any time the Player ceases to be a CA Contracted Player prior to the expiry of the Player's then-current CA Player Contract or CA Match/Tour Contract, the Player's State Association shall have sufficient legal standing until a date that is after the last day of the term of the State Player Contract or CA Match/Tour Contract to grant or reject any application by the Player to transfer to another state association in accordance with the player transfer rules.

16.8. Rookie Contract Suspension

The Player agrees that if, at any time during the Term, the Rookie Player is offered and accepts a State Player Contract, CA Match/Tour Contract or CA Player Contract, then the Rookie Contract will be suspended for the duration of such contract provided that, in consideration for the State Association permitting such suspension, the Player agrees that, inter alia, if at any time the Player ceases to be a State Contracted Player or CA Contracted Player prior to the expiry of that Player's then-current State Player Contract, CA Match/Tour Contract or CA Player Contract, the State Association shall have sufficient legal standing until a date that is after the last day of the Term to grant or reject any application by the Player to transfer to another state association in accordance with the Transfer Rules.

16.9. CA Obligations – State Contracted Players and W/BBL Contracted Players

The parties agree that the Player, the Player's State Association, the Player's W/BBL Team have obligations to CA as set out in these General Conditions and as set out in the State Player Contract and the W/BBL Contract.

Subject to CA's statutory obligations (if any), the obligations set out in the MOU (as applicable), to clauses 5.2(a) (*Use of the Player's Attributes for Game Promotion/Game Development*), 6.2 (*Player Endorsements*), 7.2 (*Restrictions on Personal Media Agreements*), 10.4(a) (*Health Information*), 10.8 (*Post Contract Excess Medical Costs*), 11.2 (*Injury Payments to Player*), 12.5(c) (*Participation in Investigations*), 12.6(b) (*Notification of Conditions, Rules, Policies, etc.*), 16.5 (*Contractual Grievances*), 17 (*Personal Accident and Corporate Travel Insurance*) and 19 (*Confidentiality*) and to CA's obligations (if any) under its codes and policies, the Player agrees that CA does not have any obligations to the Player pursuant to the State Player Contract, State Match Contract, Rookie Contract and/or the W/BBL Contract.

17. Personal Accident and Corporate Travel Insurance

Subject to receiving all required cooperation from the Player or the Player's estate, the Employer will claim from its insurers and pay to the Player (or the Player's estate) without deduction (except for any excess or deductible payable by the Employer in respect of such) any amounts payable and then paid under the

Employer's current Personal Accident and Corporate Travel Insurance Policy (which, for the avoidance of doubt shall be maintained in all material respects no less favourably than in its current form for the duration of the Term) in respect of the death, injury, liability of the Player, loss or damage to property of the Player or medical expenses incurred by the Player, in each case solely in relation to the Player's contract under these General Conditions or a Licensee Marketing Contract in relation to the Player.

18. **Governing Law**

The parties agree that these General Conditions and any contract between the Player and the Employer will be governed by and construed in accordance with the law of the head office of the Employer and the parties hereby submit to the jurisdiction of the courts of that State.

19. **Confidentiality**

- (a) Subject to clauses 19(b) below, the parties agree with each other that they will keep entirely secret and confidential the financial provisions of these General Conditions and any CA Player Contract, CA Match/Tour Contract, State Player Contract, State Match Contract, Rookie Contract, and/or W/BBL Contract that the Player is party to and all information of a secret or confidential or proprietary nature concerning the business or affairs of the other.
- (b) The parties may disclose such information:
 - (i) as required by law; and
 - (ii) to their spouses (in the case of the Player), to the ACA and to their professional advisers, provided that those parties undertake to keep the information entirely secret and confidential.

20. **Notices**

Any notice, demand, request or approval (a "**Notice**") given or made under these General Conditions must be made in accordance with the procedures and is subject to the rules set out in Article 26.1 of the MOU.

21. **Severability of Provisions**

Any provision of these General Conditions which is prohibited or unenforceable in any jurisdiction is ineffective in that jurisdiction to the extent only of the prohibition or unenforceability. The parties agree that such ineffectiveness does not invalidate the remaining provisions of these General Conditions nor affect the validity or enforceability of that provision in any other jurisdiction.

22. **Survival of Clauses**

Without limiting clause 17, clauses 1 (*Definitions*), 2.1(a) (*Services and MOU*), 4.11 (*Distribution of bat(s)*), 5.2 (*Use of the Player's Attributes for Game Promotion/Game Development*), 6.1(a) (*CA, W/BBL Team and State Major Sponsors*), 10.1(a) (*Notification of Injury or Illness*), 10.3(a) (*Medical Records and Opinions*), 10.4 (*Health Information*), 10.7 (*Excess Medical Costs For Treatment During the Term*), 10.8 (*Post Contract Excess Medical Costs*), 10.9 (*Recommendations and Approvals by CA's Medical Officer*), 11 (*Injury Payments*), 12.4 (*Consent to Disclosure of Personal Information*), 15 (*Australian Cricketers' Retirement Account*), 16.1 (*Warranties by the Player*), 16.5 (*Contractual Grievances*), 18 (*Governing Law*), 19 (*Confidentiality*), 20 (*Notices*), 21 (*Severability of Provisions*), 23 (*Interpretation*) will continue to apply after the Term, notwithstanding any expiry or early termination of the Player's Contract including these General Conditions.

23. **Interpretation**

Headings are for convenience only and do not affect interpretation, save that headings may restrict the application of a clause to a contract of a specific category. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (d) a reference to a clause, Schedule or Annexure is a reference to a clause of, or a schedule or annexure to, these General Conditions, unless it is described as a reference to a clause, Schedule or Annexure to the MOU.

- (e) A reference to an agreement or document (including, without limitation, a reference to this Contract) is to the agreement or document as amended, varied, supplemented, notated or replaced, except to the extent prohibited by this Contract or that other agreement or document.
- (f) A reference to "dollars" and "\$" is to Australian currency.
- (g) Other than for the purpose of clause 20, a reference to "writing" includes an e-mail transmission.
- (h) A reference to a document set out in the Schedule to the MOU includes that document as amended or replaced from time to time in accordance with the MOU.
- (i) A reference to bankruptcy includes any assignment, arrangement and winding up under the laws relating to corporations and cognate expressions (including references to a trustee in bankruptcy) each have a corresponding meaning.
- (j) A reference to an Article is a reference to the Article as set out in the MOU.
- (k) A reference to a Form is a reference to a form included as part of the MOU as amended from time to time.

ATTACHMENT 1
REQUEST FOR
APPROVAL OF COMMERCIAL ENDORSEMENTS

Your name		Ph no:	
Your company name		Email	
Player name		Date:	
Player's State Association		Player's W/BBL Team	
Product category *			
Company endorsed			
Brand(s) to be promoted			
Proposed contract period (start/finish)		Key dates (eg. launch dates)	
Renewal option If yes, what is the option length		Geographic limits: (Territory ie: Aust)	
Proposed promotional activity (TVC, radio, billboards, Internet, brochure, point of sale, social media activity etc)			
Proposed distribution (TV network, radio station, store chain)			
Other obligations			
Proposed player appearances ie. how many and when and is any media attached?			
Please note that CA/State/W/BBL Playing Contract obligations take precedence over personal player appearances under this approval (see clause 6 of the General Conditions)			
Attachments ie. scripts, photos etc. If yes, please forward prior to sign-off for approval.			
Any use of CA/State/W/BBL intellectual property (eg. uniforms, logos) must first be approved by CA or the respective State Association/W/BBL Team (see clause 6.2 of the General Conditions).			

CA/State Association/W/BBL Team will respond to the Request by email.

*** Please refer overleaf for a list of CA, State and W/BBL Team protected categories.**

PLEASE RETURN TO:

For CA Marketing Contract Players:

Cricket Australia Senior Player Partnership Lead

Email: jodie.butcher@cricket.com.au

For State/W/BBL Players (no CA Marketing Contract):

Relevant State/W/BBL Team Commercial Manager, below, copy to

jodie.butcher@cricket.com.au

VIC – dmcglinchey@cricketvictoria.com.au (Dom McGlinchey)

RClohesy@melbournerenegades.com.au (Rachel Clohesy)

NSW - Ben.Hirschfeld@cricketnsw.com.au

QLD- Jane.Henry@qldcricket.com.au

SA – Lgrimsey@saca.com.au (Lisa Grimsey)

WA – Shay.Nasta@waca.com.au

TAS - dedgtton@hobarthurricanes.com.au (Dan Edgtton)

Male CA Marketing Contracts

"CA Major Sponsors"		
SPONSOR	CATEGORY	
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
"State Major Sponsor"		
STATE	SPONSOR	CATEGORY
New South Wales		
Queensland		
Tasmania		
South Australia		
Victoria		
Western Australia		
"W/BBL Team Major Sponsor"		
BBL TEAM	SPONSOR	CATEGORY
Adelaide Strikers		
Brisbane Heat		
Hobart Hurricanes		
Melbourne Renegades		
Melbourne Stars		
Perth Scorchers		
Sydney Sixers		
Sydney Thunder		

Male STATE & BBL (No CA Marketing Contract)

"CA Major Sponsors"		
SPONSOR	CATEGORY	
	Competition sponsor of BBL	
	Competition sponsor of National One Day Cup	
	Competition sponsor of Sheffield Shield	
"State Major Sponsors"		
STATE	SPONSOR	CATEGORY
New South Wales	1.	
	2.	
Queensland	1.	
	2.	
Tasmania	1.	
	2.	
South Australia	1.	
	2.	
Victoria	1.	
	2.	
Western Australia	1.	
	2.	
"W/BBL Team Major Sponsors"		
BBL TEAM	SPONSOR	CATEGORY
Adelaide Strikers	1.	
Brisbane Heat	1.	
	2.	
Hobart Hurricanes	1.	
	2.	
Melbourne Renegades	1.	
	2.	

Melbourne Stars	1.	
	2.	
Perth Scorchers	1.	
	2.	
Sydney Sixers	1.	
	2.	
Sydney Thunder	1.	
	2.	

Female CA Marketing Contracts

"CA Major Sponsors"		
SPONSOR	CATEGORY	
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
1. (WBBL only)		
"State Major Sponsor"		
STATE	SPONSOR	CATEGORY
New South Wales		
Queensland		
Tasmania		
South Australia		
Victoria		
Western Australia		
"W/BBL Team Major Sponsor"		
BBL TEAM	SPONSOR	CATEGORY
Adelaide Strikers		
Brisbane Heat		
Hobart Hurricanes		
Melbourne Renegades		
Melbourne Stars		
Perth Scorchers		
Sydney Sixers		
Sydney Thunder		

Female State and WBBL (No CA Marketing Contracts)

"CA Major Sponsors" (Domestic Competition Sponsors)		
SPONSOR	CATEGORY	
W/BBL Contract	Competition Sponsor of the WBBL	
State Contract	Competition sponsor of WNCL	
"State Major Sponsors"		
STATE	SPONSOR	CATEGORY
New South Wales	1.	
	2.	
Queensland	1.	
	2.	
Tasmania	1.	
	2.	
South Australia	1.	
	2.	
Victoria	1.	
	2.	
Western Australia	1.	
	2.	
"W/BBL Team Major Sponsors"		

BBL TEAM	SPONSOR	CATEGORY
Adelaide Strikers	1.	
	2.	
Brisbane Heat	1.	
	2.	
Hobart Hurricanes	1.	
	2.	
Melbourne Renegades	1.	
	2.	
Melbourne Stars	1.	
	2.	
Perth Scorchers	1.	
	2.	
Sydney Sixers	1.	
	2.	
Sydney Thunder	1.	
	2.	

FORM 1
APPLICATION TO PLAY/COACH CRICKET OVERSEAS

Date: _____ Request No: _____

Player Name: _____

Tick if the Player has a CA Contract

Player's State Association (if applicable): _____

Player's W/BBL Team (if applicable): _____

Overseas Club: _____

Competition: _____

Name, Address and Telephone Number of Overseas Club Secretary:

Name, Address and Telephone Number of Overseas Contact with

whom negotiations have taken place, if not as above: _____

Proposed Residential Address: _____

Proposed Date of Departure: _____

Proposed Date of Return: _____

I am aware that both:

- (i) the approval of Cricket Australia provided by signing and approval of this form below; and
- (ii) execution of an Overseas Club Playing Agreement by me, my overseas team and either CA and/or my State Association and/or W/BBL Team(s) as required by Article 14 of the MOU

in each case is required prior to me playing (that may include coaching) cricket for a club or team outside Australia and that this approval will be (a) contingent upon compliance with the Overseas Club Playing Agreement and (b) subject to the conditions referred to in Article 14 of the MOU, such as in relation to Player Endorsements and my release and availability if required by CA, my State Association and/or W/BBL Team.

SIGNED BY PLAYER: _____ **DATE:** _____

Step 1. Signed on behalf of State Association and/or WBBL Team (if applicable):

Signature: _____

Name: _____

Step 2. Approved by CA EGM Team Performance: _____

or

Declined

Date: _____

To be returned to Cricket Australia, attention Executive General Manager, Team Performance via email to taryn.mott@cricket.com.au