

RISK MANAGEMENT PLAN – RECORDING OF REDCITY ROAR GAMES

REDCITY ROAR BASKETBALL ASSOCIATION

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Background	<p>Many sporting organisations now record game footage as a tool to support coaching, player development, and member engagement. Where events involving children and young people are being recorded and shared internally (for example, with registered team members, parents/carers, and officials), the club or organisation should implement the practices outlined in this Risk Management Plan.</p> <p>Hudl is an online video review and performance analysis tool for sports teams and athletes. This assessment covers the use of Hudl for internal competition-related purposes only. It does not include Hudl Fan, Hudl Focus Flex, or any AI features in Hudl Studio.</p>
Associated documents	<p>Hudl documents:</p> <p>Terms of Use: https://www.hudl.com/eula</p> <p>Privacy Policy: https://www.hudl.com/privacy</p> <p>RedCity Terms and Conditions Club T&C that includes the new consent statement about third party providers: https://www.redcityroar.com.au/forms-policies-etc/</p>

Actionable Risks and Risk Management

Risk	Risk Management Actions	Risk Level
Age restriction is imposed	<p>RedCity Roar required parent consent in their T&C for users under 18. Consent to include:</p> <ul style="list-style-type: none"> • Gain consent from parents/carers for their child/young person to be recorded for internal competition purposes (e.g., game footage). If recording is a regular event, such as weekly games, a consent form can be provided at the beginning of the season that captures all the games. • If parents/carers' consent is not obtained, the child or young person should not be intentionally recorded. • Where parents/carers have not consented for their child to be recorded, the Club will need to decide how they will accommodate these children and young people (e.g., camera positioning, editing, rostering). The Club is best placed to make this decision given their extensive knowledge of their specific environment and operational considerations regarding recording and internal use of footage. 	Low
Internal video access risks	<ul style="list-style-type: none"> • Investigate and apply administrator/moderator controls to minimise the personal information that may be disclosed to other users without prior knowledge or consent. • Use de-identified usernames and/or display names when joining externally hosted sessions or platforms. • Develop a procedure guideline for using Hudl (or any similar platform) which includes the following items: – restrict access to sessions/footage to invited (known) participants only (e.g., registered members, parents/guardians, officials in the same age group and division); – make session recordings private (e.g., restricted to relevant team members only); – only publish session links and access details to the intended audience; – ensure users do not share access details (e.g., URL, access code) with uninvited individuals; – do not use social media logins to join this service; – keep a record of the sessions in which users participate. Records should include the date, time, and purpose of the session, and names of participants. 	Medium

<p>A person who hasn't consented is accidentally live streamed</p>	<ul style="list-style-type: none"> • Where parents/carers have not consented for their child to be recorded, the Club will need to decide how they will accommodate these children and young people (e.g., camera angles, editing/obscuring images, or not recording particular games). • RedCity Roar to develop and distribute a procedure document to manage this risk, including a process for rapid removal or editing of footage if a non-consenting person is identified. 	<p>High</p>
<p>Account registration requires disclosure of personal information</p>	<ul style="list-style-type: none"> • Red City Roar to act as administrators and register users on behalf of players. • Only provide parent/caregiver access to the account. • Complete only mandatory fields. • Use organisational details wherever possible. • Do not use organisational passwords. • Gain consent as per the Parent/carer consent section. • Assign role-based access to users (e.g., staff or players) to restrict access to stored information and/or functionality within the service 	<p>Medium</p>
<p>Accidental subscription to the service's mailing list may result in unwanted communication or direct marketing (e.g., promotional materials, emails) to users.</p>	<p>When registering accounts, ensure users do not subscribe to the service's mailing list (e.g., newsletter, emails, updates).</p> <p>Users should check their profile or account settings to opt-out of any mailing list subscriptions</p>	<p>Low</p>
<p>Personal information (e.g., full name, age, DOB, gender, location, contact details, physical description, profile photo) may be stored in or added to user profiles within the service. Users can restrict the visibility of their profile to others to minimise the potential for misuse of personal information and/or identity theft.</p>	<ul style="list-style-type: none"> • Ensure users do not add any additional information (e.g., full name, profile photo) to their profiles. • Use the functionality available within the service to maintain the privacy of users' profiles by setting to 'private' or only visible to other known users. • Review the functionality available within the service to monitor the 'Follow users' features. 	<p>Low</p>

<p>Use of this service means loss of your Intellectual Property rights, including copyright. The Terms of Service specify that, by continued use of the service, you agree that the external service provider has ownership or unrestricted licence to copy, alter, distribute, perform, display to all other users, third parties, affiliated organisations etc. over any material created within and/or uploaded to the service. This service may also share your works or personal information with other third party companies and/or services. Any works or information, including intellectual property and organisational material, uploaded to this service may be shared with others however, the service provider notifies users when this occurs.</p>	<p>Ensure users do not upload any material that they do not own or have not created. Once intellectual property is uploaded to this service, users no longer have ownership of it and/or the ability to prevent the sharing of it. Do not upload any material (e.g., written, audio, video) that infringes Intellectual Property rights such as copyright or organisational material.</p>	<p>Low</p>
<p>With regards to the operation of the service, the service provider seeks to absolve some or all indemnity from any legal liabilities. This is</p>	<p>Ensure the terms of service are reviewed thoroughly by appropriately qualified staff prior to engaging the service provider</p>	<p>Low</p>

<p>communicated in a publicly available document or publicly available location.</p>		
<p>This service provides user discovery functionality which allows users to find, access or discover other users. This may result in unauthorised contact and/or disclosure of personal information</p>	<p>Carefully consider users who require access and enable on a per user basis</p>	<p>Low</p>
<p>Use of this service may result in failure to comply with legislative requirements (e.g., privacy, child/student safety etc) due to the unintentional or unauthorised collection, over collection, storage, use and/or disclosure of personal, sensitive and/or organisational information, and Intellectual Property and copyright materials.</p>	<p>Do not register accounts or share, distribute or publish content created within this service via linked social media accounts.</p> <ul style="list-style-type: none"> • Limit the personal and organisational information disclosed to or stored within this service (e.g., through user generated content, use of functionality); • only disclose or store information that is reasonably necessary to fulfil the purpose of use. • Obtain consent from the individual, or in the case of a minor, from the parent/carer prior to use or disclosure of personal information. Personal information is any information which could reasonably be used to identify an individual. Examples include name; date of birth; and image, video, audio recording (See Parent/carer consent section of this report). • Use de-identified information where possible. • Users must not upload any material (e.g., written, audio, video) that they do not own or have not created, or any material that infringes Intellectual Property rights such as copyright. • If unauthorised disclosure of information occurs, request the user or service provider to remove the data. 	<p>Medium</p>
<p>Data disclosed to or stored within this service may be subject to misuse; interference; loss; and unauthorised access, use or modification. This may result in data and privacy breaches and reputational damage.</p>	<p>Where possible, restrict use of the service to specific users and purposes.</p> <ul style="list-style-type: none"> • Investigate and apply controls to restrict access to and visibility to a need-to-know basis. • users are aware of available access permissions and controls and that these are assigned appropriately (e.g., role-based access). • staff report and manage inappropriate access issues (e.g., users having visibility of information they should not be privy to, inappropriate communication). 	<p>Medium</p>

<p>This service provides file download functionality. Downloading files presents a risk to the organisation's network as this increases potential exposure to malicious content or malware (e.g., malicious code, cross site scripting, cross site request forgery). This can lead to malware infection, data and privacy breaches and reputational damage.</p>	<p>Ensure users are aware of the risks of downloading unknown files for both their device and the organisation's network.</p> <ul style="list-style-type: none"> • Devices must have antivirus protection installed before downloading files from this service. 	<p>Low</p>
<p>Unauthorised or inappropriate viewing or sharing of internally recorded game footage, including grooming or targeting behaviour.</p>	<p>Restrict access to recorded footage to verified parents/carers, players, coaches and officials within the relevant team, age group, and division. Prohibit sharing of links, access codes, screen recordings, downloads or redistribution of footage outside the approved group. Clearly communicate expected behaviour and consequences for misuse. Provide a clear reporting pathway for child-safety concerns and align controls with the Club's Child & Youth Risk Management Strategy.</p>	<p>Low</p>
<p>Inconsistent or incorrect implementation of consent procedures by staff or volunteers (human error)</p>	<p>Nominate a single responsible person (e.g., court controller or team manager) per game to confirm consent status prior to recording. Embed consent checks into pre-game processes. Maintain an up-to-date non-consent register accessible to relevant officials. Provide training and refresher guidance to volunteers and staff involved in recording and managing footage.</p>	<p>High</p>
<p>Failure to appropriately respond to privacy or child-safety complaints or incidents related to internal use of footage</p>	<p>Establish a clear complaints and incident escalation process, including timeframes and responsible officers. Maintain an incident register for issues related to recorded footage. Ensure serious incidents are reported to senior management and, where required, external authorities. Review incidents to inform continuous improvement.</p>	<p>Medium</p>
<p>Recording activities not adequately covered by the organisation's insurance policies</p>	<p>Confirm that internal recording and storage of children's sporting events is disclosed to insurers. Review insurance coverage for privacy, child-safety, cyber, and reputational risks. Document insurer confirmation and review coverage periodically, particularly if recording practices change.</p>	<p>Low</p>
<p>Reputational harm arising from community concerns about recording</p>	<p>Communicate transparently with families about recording purposes (training, review, and internal competition-related use only), controls, and opt-out options. Ensure non-consenting families are not</p>	<p>Medium</p>

and internal sharing of footage, even where legal compliance exists	identified or disadvantaged. Periodically review recording practices to ensure they remain aligned with community expectations and member feedback.	
Lack of clear governance ownership for recording/footage risks and controls	Assign a clear risk owner (e.g., General Manager, Management Committee, or Operations Lead). Define responsibilities for policy, implementation, monitoring, and review of all recording- and footage-related controls.	Low