

## **SQUAD : Terms and Conditions of Membership**

### **1. Ownership**

Copyright © 2018 SQUAD TOUR PTY LTD ABN 89 616 131 509. This copyright notice applies, and is not limited, to the following Websites and any of its affiliate pages from time to time (“Websites”):

[www.ashybines.com](http://www.ashybines.com)

[www.ashybinesprograms.com](http://www.ashybinesprograms.com)

[www.thesquadtours.com](http://www.thesquadtours.com)

are owned by SQUAD TOUR PTY LTD ABN 89 616 131 509.

### **2. Copyright**

2.1. Copyright exists in the Websites and includes and extends to all text, images, graphics, photographs, designs, logos, icons, videos, audios and recordings, words, phrases, proprietary pages and product names referred to and included in the Websites unless otherwise obtained from a third party who may itself have its own copyright in that material.

### **3. Intellectual Property**

3.1. Intellectual property means all our proprietary rights and interests including but not limited to all intellectual or industrial property whether registered, or unregistered, non-existing or coming into existence in the future in connection with or related to or otherwise created, invented, designed or otherwise owned by us, as referred to in these Terms and Conditions as varied from time to time and without limitation includes copyright, trademarks, designs, patents, character names, writings, digital content, business names, inventions, ideas, symbols, artwork, confidential information and moral rights as defined in the Copyright Act 1966 (Commonwealth) and under the law of a country other than Australia.

### **4. Definitions**

4.1. For the purposes of these Terms and Conditions in addition to the above paragraphs the following definitions apply:

4.1.1. **“Our, ourselves, us, we”**, refer to Squad Tour Pty Ltd or Squad, and its affiliates who for the purposes of these Terms and Conditions refers to any person or entity we directly or indirectly own, control or operate, currently or in the future and/or which has a controlling interest in us and/or is an entity who has the right to operate with or on behalf of ourselves;

4.1.2. **“Party”** refers to a party to these Terms and Conditions and it includes that party's successors, administrators and assignors and where a party consists of more than person, then these Terms and Conditions bind them jointly and each of them severally;

- 4.1.3. **"You or yours"** refers to you, the person accessing the Websites and attending our Events and agreeing to the Terms and Conditions of your use of same;
- 4.1.4. **"Licence"** means these Terms and Conditions for use of the Websites and its contents;
- 4.1.5. One gender includes each other gender;
- 4.1.6. The single includes the plural and the plural includes the singular;
- 4.1.7. **"Event"** means any of the Ultimate Girls Getaway events promoted in 2019;
- 4.1.8. **"Registration"** means registration to attend any Event;
- 4.1.9. **"Websites"** means collectively the Websites [www.thesquadtour.com](http://www.thesquadtour.com), [www.thesquadtours.com](http://www.thesquadtours.com), [www.ashybinesprograms.com](http://www.ashybinesprograms.com), Forum, products content/or services offered or provided by or in the Websites.

## 5. Scope of Licence

- 5.1. By virtue of these Terms and Conditions, you are granted a non-exclusive, non-transferable, non- sub-licensable licence to personally access and use, for non-commercial purposes, the Websites and the services offered on the Websites including but not limited to the Registration and attendance at an Event.
- 5.2. The term of this licence shall be for a term of 5 (five) years from the date of registration of your activation.

## 6. Terms of Use

- 6.1. Please read these Terms of Use and these Terms and Conditions carefully. By accessing our Websites and subsequent Registration you are explicitly acknowledging that you have read and understood these Terms and Conditions and agree to be bound by them.
- 6.2. If you do not agree to these Terms of Use or these Terms and Conditions, you are accordingly not authorised to use the Website or complete an online Registration for any Event. Squad Tour reserves the right to change these Terms and Conditions at any time. You are solely responsible for checking these Terms of Use periodically for changes. Your continued use of the Websites after Squad Tour Pty Ltd has made changes means that you agree in its entirety to the changes. To receive a copy of these Terms and Conditions please email us at [customercare@ashybines.com](mailto:customercare@ashybines.com).
- 6.3. In addition to these Terms and Conditions, our Websites and Events are also subject to our Privacy Policy, which is expressly made a part of our

agreement with you. When you agree to these Terms and Conditions, you also agree to our Privacy Policy. You must only use the Websites if you understand and agree to be bound by our Privacy Policy and Collection Statement.

## **7. Privacy Policy and Collection Statement**

- 7.1. We will use our best endeavours to protect your privacy as provided by you with respect to your personal information and by your provision of your personal information as referred to in these Terms and Conditions, you have expressly agreed to our collection, use and retention of your personal information.
- 7.2. We will manage your personal information in accordance with the requirements of Australian laws.
- 7.3. We will use our best endeavours to ensure your personal information is not accessed illegally or without authorisation but we cannot guarantee that our systems will or can be free from third party interference or be interrupted and so we do not warrant the security or privacy of your personal information including payment and/or account details and you acknowledge that when you provide us with any personal information, you are doing so at your own risk.

## **8. Eligibility**

- 8.1. You represent and warrant that you are at least 18 years old and will be responsible for completing all registration information or if under 18 years of age have provided written parental consent.
- 8.2. Without limitation, the Websites and attendance at Events are available only to individuals that can form legally binding contracts under Australian law.
- 8.3. We have the right to refuse to deal with you, at any time, at our sole discretion, including the suspension or termination of your registration, if we believe that you may or will bring our reputation, those individuals who represent us in the market place, our other attendees into disrepute or otherwise will interfere with other parties' rights to have reasonable use of and access to the Websites or to the contents and components of the Websites or are in any way in breach of these Terms and Conditions.
- 8.4. If registering for an Event and under the age of 18 years, your legal guardian or parent must submit the registration form on your behalf and where provided for, complete the written parental consent form online. The parent or legal guardian will be required to be present at any Event registered for on behalf of a minor.
- 8.5. If you are accessing and using the Websites or registering for any Events on behalf of a party who is not at least 18 years of age, then you are

representing that you are that party's legal guardian and you are responsible for that party's compliance with these Terms and Conditions and you will indemnify us for any losses or damage that we suffer as a consequence of the party who is less than 18 years of age failing to comply with these Terms and Conditions.

## **9. Websites and Registration**

- 9.1. You agree to provide accurate and truthful details about yourself for the purposes of your Registration and we reserve the right to suspend or terminate your Registration if we discover you have, at any time, provided inaccurate, incomplete or misleading personal information.
- 9.2. Once you register on the Websites and/or completed Registration, you will be given access to a "Clients only" email subscription.
- 9.3. Any password or right given to you to obtain access to the "Clients only" email subscription, and the contents or use of either the email subscription or Forum, is not transferrable to any third party.
- 9.4. We reserve the right, at our sole discretion, to terminate your access to the "Clients only" email subscription, if in our opinion, you have failed to comply with any of the provisions of these Terms and Conditions.

## **10. Event Attendance Conditions**

- 10.1. Events include but are not limited to the Eating Our Emotions 2 Day Workshop or our Ashy Bines Ultimate Girls Getaway events being a 5 day, 4-night exclusive getaway for a limited number of females in various locations throughout the world
- 10.2. Registration refers to the specific Event noted on the Website or digital media page to which these Terms and Conditions are linked.
- 10.3. Participants must register for an Event online or via the digital media page on which the Event is advertised. Once confirmed through the Event registration page and payment is made accordingly, your space will be secured. Participation in the Event for which you have registered is deemed acceptance of these Terms and Conditions.
- 10.4. We reserve the right to accept or reject any registration or order. Acceptance and access to our services or Event require payment first. The costs per ticket are detailed on the Website and affiliated advertising. We reserve the right to terminate your licence or registration if payment is not made successfully.
- 10.5. We expect you to use the payment service provided on our Websites for our financial transactions for registration of the Events. We will not be

held liable for any loss you incur arising from the use of any payment method unless caused by the fraud of our employees or us.

10.6. All payments are GST inclusive. We will provide you with a receipt of payment by way of tax invoice in accordance with the applicable legislative requirements relation to GST.

10.7. Please note all deposits for registration are non-refundable and non-transferrable save for otherwise provided for in these Terms and Conditions.

## **11. Terms of Participation at Events**

11.1. Right to participate: applies only to the person whose name and contact details have been successfully registered and submitted via the allocated registration page and is not transferrable to any other person. All entrants acknowledge any attempt to transfer an entry or allow another person to participate in the Event under the entrant's name without Squad Tour Pty Ltd knowledge or consent may void any applicable insurance and the entrant will be disqualified from the event.

11.2. Closing: Entries close on the date specified on the Websites and all authorised advertising for the Event or until sold out.

11.3. Verification: Squad Tour Pty Ltd and their authorised representatives, reserve the right to verify the identity of the person registering for participation including their name, age and address.

11.4. Personal Information: Any personal information collected via the registration process will be stored and used in accordance with Squad Tour Pty Ltd Privacy Policy and Collection Statement.

11.5. Insurance: Each entrant acknowledges insurance may be in place that may provide limited cover to entrants while they are participating in the Event. Entrants understand this insurance may not cover them for all personal injuries, death and/or damage sustained during the Event. Entrants also acknowledge they may be able to, in their own interests and at their own expense, seek and obtain personal insurance in addition to any cover provided by the Event organiser.

11.6. Medical Disclaimer: As with any physical activity, it is important that before beginning any fitness activity, you consult with your health care professional to ensure that you are mindful of your current health and any restrictions that are appropriate for you. You should immediately seek medical attention if there are any unanticipated changes to your physical condition at any time.

11.7. Each entrant accepts all risks of participating despite their medical/and or physical condition and forever releases and indemnifies to

the fullest extent permitted by law Squad Tour Pty Ltd, the Event Manager, the Event Sponsor/s, Event Volunteers; the owners, licensees and occupiers of land upon which any part of the Event is conducted; any statutory body or local authority having control over any land upon which any part of the Event is conducted; their related bodies corporate and their officers, employees, members and/or contractors and any other person from and against all claims, loss (including consequential loss) and/or costs (including legal costs), whether or not legal proceedings are instituted, irrespective of the means, manner and/or nature of any settlement or determination arising directly and/or indirectly out of, and/or in connection with, the entrant's participation in the Event, including event competitions and/or prize draws.

- 11.8. You must consult a qualified medical professional if you have any questions concerning your medical condition or injury.
- 11.9. Fitness: Each entrant acknowledges they will be, at the time of the Event, medically and physically fit for the Event and unaware of any illness, injury or any other physical disability or impairment which may cause personal injury, death and/or property damage to them or anyone else while participating in the Event.
- 11.10. Consent to Medical Treatment: Each entrant consents to receiving any medical treatment, including ambulance transportation, Squad Tour Pty Ltd considers desirable during or after the Event. In the event of an emergency, the entrant authorises their personal details to be shared with appropriate parties, including but not limited to, Squad Tour Pty Ltd, the Event Manager, medical staff and the Emergency Contact, Squad Tour Pty Ltd and/or the Event Manager has the right to contact the entrant or their listed Emergency Contact as they consider necessary or desirable during an Event.
- 11.11. Travel: Each entrant acknowledges that Squad Tour Pty Ltd is not responsible for any costs or damages involved in travel to and from the Event.
- 11.12. Possessions: Each entrant acknowledges that they have sole responsibility for their personal possessions during the Event and related activities. Squad Tour Pty Ltd and the Event Sponsor/s are not liable for any damaged/lost property.
- 11.13. Directions: All entrants acknowledge they will abide by any reasonable directions issued by an authority of the Squad Tour Pty Ltd, the Event Manager and the Police.

11.14. Removal: All entrants acknowledge that Squad Tour Pty Ltd, the Event Manager or their authorised representatives may remove the attendee's participation in the Event without reason or explanation:

- i. if the entrant's behaviour is inappropriate, offensive, or abusive;
- ii. to prevent damage to any property;
- iii. on medical or health and safety grounds (including to prevent possible harm or injury to the entrant or any other person), or (b) to prevent or arrest any form of unauthorised marketing including ambush marketing.

11.15. Model Release: Each entrant consents to, without being compensated in any way, the publication and/or use in any form of media and marketing whatsoever, Squad Tour Pty Ltd, the Event Manager or the Event Sponsor/s, their name, image, voice, identifying number, statements, and photographs and films of them taken by Squad Tour Pty Ltd or its contractors, in any context pertaining to the Event or otherwise before, during or after the Event for advertising, promotions or otherwise.

11.16. Assumption of Risk: Each entrant acknowledges participation in the Event can be inherently dangerous and they are exposed to certain risks during the Event, including personal injury, death and/or property damage/property loss resulting from their participation, including, overexertion, equipment failure, dehydration, serious accidents and course and weather conditions.

11.17. Indemnity: Each attendee forever releases and indemnifies Squad Tour Pty Ltd, the Event Manager, the Event Sponsor/s, Event Volunteers; the owners; licensees and occupiers of land upon which any part of the Event is conducted; any statutory body or local authority having control over any land upon which any part of the Event is conducted; their related bodies corporate and their officers, employees, members and/or contractors against all death or personal injury claims arising out of the entrant's participation in the Event.

11.18. Limitation of Liability: Subject to the rights granted to you by statutory consumer protection legislation, which cannot be excluded, in no event shall we be liable to you for any injury, or incidental, undue damages, whatsoever including damages for loss of income, data, or personal injury or consequential damages except to the extent such limitation or exclusion of liability is not permitted by law.

11.19. Cancellation and Alteration: Squad Tour Pty Ltd has the right to cancel or modify the Event at any time and for any reason as they see fit.

## **12. 6. Prizes and Giveaways at Events**

- 12.1. Only valid and accepted participants can be eligible to win any Event prizes or giveaways.
- 12.2. Squad Tour Pty Ltd's decision is final.
- 12.3. Prizes and giveaways are not refundable. Prizes are strictly as stated and are not transferable or exchangeable nor can they be redeemed for cash.
- 12.4. Prize values reflect the maximum retail values of prizes at the time of publication, including GST. Squad Tour Pty Ltd accepts no responsibility for changes in prize values between now and the ultimate prize redemption date.
- 12.5. If any or all components of a prize or giveaway is unavailable, for whatever reason Squad Tour Pty Ltd reserves the right to substitute any or all components of a prize with another prize or components of equal or greater value.
- 12.6. All prize winners will participate in, and co-operate as reasonably required by Squad Tour Pty Ltd (and its affiliates or authorised representatives), the Event Manager or the Event Sponsor/s with respect to, any publicity arrangements relating to the prize, including making themselves available on the Event Day before an/or after the prize is awarded and/or at another reasonable time nominated by Squad Tour Pty Ltd or the Event Sponsor/s to be interviewed, photographed and filmed without being compensated in any way.

### **13. Event ticketing and Inclusions**

- 13.1. Inclusions to the Event are as described on the Website and marketing material.
- 13.2. All program inclusions within your event, are subject to amendments by the respective partner who offer them. We will always do our best to represent the most accurate and current inclusions but we cannot be held responsible if the partner has edited, removed or changed the inclusions and failed to notify us. In addition to these Terms and Conditions you will be subject to the Terms of any partners, activity centres, accommodation, etc.
- 13.3. Group class schedules and the classes themselves are run by us and will be forwarded to you in a schedule. These schedules are subject to variation, cancellation and availability. In some cases, classes need to be booked in advance - please check with a member of sales to confirm this before booking or your arrival.
- 13.4. All activities, tours, events and excursions included within your event, are subject to amendments and cancellations as these are out of our control and subject to changes by the respective local tour companies, cafes, service



providers etc who run these. We will always do our best to find you an alternative tour or solution if one is available. Despite pre-booking tours, tours are subject to minimum numbers in order to operate and therefore clients will receive confirmation of date of operation from a representative once at the Event.

- 13.5. After you have booked your event with us we may pass on your contact email address and telephone number to the hotel or organisers for reasons to ensure pre-reading material, health concerns or holiday preferences can be organised.

#### **14. Deposit and Final Payment**

- 14.1. Prices are as stated on the Website and do not take into account transaction/bank charges.
- 14.2. For Event bookings, a non-refundable deposit must be received immediately to confirm your booking. Full payment of the Event fee is required no later than 30 days prior to the scheduled arrival for the Event.
- 14.3. if your booking is made within 14 days of your scheduled day of arrival for the Event, the full price is due at the time of booking.
- 14.4. Once final payment of your booking has been made confirmation of that payment and your booking will be sent to you via email or post to the email or postal address you provided at the time you made the booking.

#### **15. Rates and Charges**

- 15.1. The currency applicable to any quoted rates will be specified with the quoted rate. All quoted rates are subject to change at any time until full payment is received.
- 15.2. Quoted rates are inclusive of all compulsory government or regulatory charges and taxes (for example GST) where applicable.
- 15.3. Quoted rates do not include transport to or from the Event accommodation or items of a personal nature including but not limited to additional snacks, drinks, shopping, purchases, laundry, telephone, taxis, room service, airport taxes, unless otherwise indicated.

#### **16. Refunds**

- 16.1. To the extent permitted by law any amount paid by you to us is non-refundable unless stated otherwise in these Terms and Conditions.

#### **17. Model Release**

- 17.1. In accepting the Terms and Conditions, you give Squad Tour Pty Ltd, and its authorised representatives, the right and permission to use

photographs and video footage of you undertaking training and Event activities/ You grant permission to 'The Mind Body Guy', 'SQUAD' and Squad Tour Pty Ltd and its authorised representatives to use these photographs and video footage for the purpose of promoting, advertisement, marketing, publicity or any other lawful purpose. You waive any right to inspect and approve the finished product that may be used or to which it may be applied now and/or in the future, whether that use is known to you or unknown, and you waive any right to royalties or other compensation arising from or related to the use of the image whether intentional or otherwise.

## **18. Termination**

18.1. 'Squad' and/or Squad Tour Pty Ltd reserves the right to terminate this contract in accordance with the following conditions:

18.1.1. Failure to abide by rules of use of the Websites and the forum;

18.1.2. Action upon a complaint by either another attendee or an employee or contractor of 'Squad and/or Squad Tour Pty Ltd; and/or

18.1.3. Default of scheduled payments for a period of 2 payments or more.

## **19. Cancellation of an Event**

19.1. Our fees for Registration of an Event after payment is made and confirmed are non- refundable unless:

19.1.1. after payment for registration of an event, the event is cancelled by us and therefore no longer on offer. In such circumstances, you may email our support email address requesting a refund. Upon receipt of refund, your agreement with us is at an end.

19.2. All fees for registration cannot otherwise be cancelled and are non-refundable except as stated above or at the discretion of Squad Tour Pty Ltd. Registration cancellations or queries must be made via email to [cancel@thesquadtour.com](mailto:cancel@thesquadtour.com).

## **20. Payments**

20.1. In purchasing a ticket to an Event, you agree to:

20.1.1. pay via PAYPAL using a valid credit card or bank account (or other form of payment or use of payment provider as Squad Tour Pty Ltd may allow) in the manner required by and under the Terms and Conditions outlined by the nominated payment system provider;

20.1.2. provide 'Squad'/Squad Tour Pty Ltd with current and complete information as detailed in the ticketing form including full legal name, street address, telephone number, email address, credit card or bank account details and billing information as required without limiting any

of 'Squad'/Squad Tour Pty Ltd's rights and remedies if we discover or believe that any information provided by you is inaccurate or incomplete.

20.1.3. 'Squad'/Squad Tour Pty Ltd reserves the right to refuse to continue with your purchase, or put on hold or terminate your access to the Websites, the plan or any of the services or products provided by "Squad'/Squad Tour Pty Ltd at any stage at our sole discretion and you forfeit any right to a refund of any payment made by you for the purchase;

20.1.4. Pay all costs, fees, charges, applicable taxes and other charges as may be incurred in respect of the purchase ("the costs"); and

20.1.5. All costs are in Australian dollars unless otherwise indicated.

## **21. Risk**

21.1. Title of the purchase will pass to you on receipt of full payment from you or when you receive the purchase, whichever happens later.

## **22. Medical Disclaimer**

22.1. We are not a medical organisation and 'Squad/Squad Tour Pty Ltd do not and cannot give or purport to give you any medical advice or assistance in any form. Nothing in the Websites or in our Events should be understood as medical advice or assistance nor should it be interpreted in substitution for any medical advice or assistance or used or referred to instead of seeking appropriate medical advice or assistance from qualified practitioners for your particular circumstances and needs.

22.2. You are solely responsible for evaluating and assessing your own health and wellbeing and whether, in all the circumstances, you should access and use the Websites and/or participate in our Events. 'Squad'/Squad Tour Pty Ltd encourage you to seek appropriate medical advice or assistance before attending our Event.

22.3. You agree that neither 'Squad'/Squad Tour Pty Ltd nor any of our affiliates, service providers and/or suppliers, warrant or make any representation about the contents, products, services or offers referred to in the Websites, and specifically do not make any representation about the risks, results, reasonableness, or accuracy or otherwise of such contents, products, services or offers and your attendance at our Event is at your sole risk.

### **23. Limitation of Liability**

- 23.1. Subject to the rights granted to you by statutory consumer protection legislation, which cannot be excluded, in no event shall we be liable to you for any injury, or incidental, undue damages, whatsoever including damages for loss of income, data, or personal injury or consequential damages except to the extent such limitation or exclusion of liability is not permitted by law.

### **24. Our Rights to Modify Services**

- 24.1. You acknowledge that 'Squad'/Squad Tour Pty Ltd are entitled at any time, to change, modify, vary, delete or otherwise deal with the Websites and Event structure and timetable as we see fit.
- 24.2. 'Squad'/Squad Tour Pty Ltd will advise you of any changes via email and you will be deemed to have accepted such changes by attending.

### **25. Jurisdiction**

- 25.1. These Terms and Conditions are governed by the laws of Queensland, Australia and you agree to the non-exclusive jurisdiction of the Courts of that jurisdiction and any appeals from those Courts.

### **26. Indemnity**

- 26.1. You agree to indemnify us to the full extent needed from any and all third party claims, liabilities, costs, expenses including solicitor/client costs on an indemnity basis, that we may incur or suffer as a result of your improper or illegal use of the Websites and/or from your breach of any of the Terms and Conditions and/or any facilitation or support by you of a third party causing any loss or damage to us.
- 26.2. You agree to indemnify us for any claims, losses, liabilities, costs or expenses ("losses") incurred by us you may cause, or contribute to such losses.

### **27. Breach of Contract**

- 27.1. The customer and 'Squad'/Squad Tour Pty Ltd each hold reciprocal rights of termination for a material breach of any term or condition of contract. The contract will be terminated upon receipt of written notice outlining the relevant breach.

### **28. General**

- 28.1. Entire agreement: These Terms and Conditions form the entire agreement between you and us in relation to the Websites and your use of it.

28.2. Waiver: Any failure or delay on our part to exercise a power or right we have under these Terms and Conditions (unless in writing to you) does not amount to a waiver of that power or right and will not preclude our entitlement to exercise that power or right at a later date.