

## Ashy Bines Squad: Membership Terms and Conditions

### 1. Ownership

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- 1.1. [www.ashybines.com](http://www.ashybines.com)
- 1.2. <https://www.ashybines.com/squadproject>
- 1.3. <https://www.ashybines.com/squadprojectoffer>
- 1.4. <http://www.thesquadtour.com>
- 1.5. [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, mobile Squad Apps, Forums and includes and extends to all text, images, graphics, photographs, designs, logos, icons, videos, audios and recordings, words, phrases, events, 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, 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 its contents;
- 4.1.4. **“Licence”** means these Terms and Conditions for use of the Websites and its contents including your Squad Membership;
- 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 “Squad Tour” live high intensity workout events occurring around the World from 2017;
- 4.1.8. **“Forums”** mean the “Squad” Forums where registered members of Squad or the Squad Project are able to communicate together.
- 4.1.9. **“Event Pack”** means the General Admission, VIP and Platinum packs available for purchase for admission to an Event as shown on the Websites from time to time.
- 4.1.10. **‘Squad’** means the Squad Tour Pty Ltd community of females around the world with a registered Squad Membership who are working towards a common goal of a healthier life and there to support, inspire and workout together for lasting results.
- 4.1.11. **‘Squad Membership’** is your subscription to Squad being the use of the Websites, Squad App and Forums and participation in any of our competitions or programs such as the Squad Project.
- 4.1.12. **“Squad Tour”** are live 45 minute workouts with Ashy Bines and her squad of thousands at a one-time event in your city.
- 4.1.13. **‘Squad Project’** is a 12-week challenge/competition available to all Squad Members by registering for a 3-monthly recurring membership to the Squad App.
- 4.1.14. **“Subscription”** means your agreed registration as a member of Squad by purchasing a subscription package via the Website or App store.
- 4.1.15. **‘Squad App’** means the IOS or Android mobile application for the Ashy Bines Squad.
- 4.1.16. **“Websites”** means collectively the Websites, Forums, products content/or services offered or provided by or in the Websites and includes use of the Squad App associated with the Websites.

4.1.17. A **“Introductory Offer”** means the introductory offer provided for in the purchased Pack.

## 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 your Squad Membership.
- 5.2. You may not use any licenced material on more than one computer system or device concurrently. Full-scale reproduction of any of our contents is expressly prohibited.
- 5.3. 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, Squad Membership or attending Events 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 be a member of Squad or use the Services offered on the Websites. Squad Tour Pty Ltd 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 and Squad Membership 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 [support@thesquadtour.com](mailto:support@thesquadtour.com).
- 6.3. In addition to these Terms and Conditions, our Websites, Squad Membership 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 Website and Squad Membership 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 warranty 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. Use of the Websites and Squad Membership**

- 8.1. These Terms and Conditions govern your right to use the Websites and your Squad Membership, and/or any products or services (including Events) acquired in relation to Squad and/or the Websites and/or any links provided on the Websites to other Websites.
- 8.2. In downloading any content from the Website or Squad Membership to your computer, you do not receive any ownership rights to such content and by downloading any content you agree not to use the content for any unlawful purpose and you agree that your use of the Websites and your Squad Membership is only for your personal use and not for any commercial or other use contrary to these Terms and Conditions and our legal rights.
- 8.3. You agree that when you register, activate and download any content from your Squad Membership you will not reproduce, distribute in person, publish, republish, print, upload to any third party, post on any social media site or forum, or distribute or modify or otherwise deal with any content in the Websites in whatever format, personally or otherwise, and/or provide it, or any part of it, to a third party that would otherwise infringe our intellectual property rights.
- 8.4. You agree that in downloading any service or product from the Websites or your Squad Membership, you will not rent, lease or lend it to a third party nor decompile, reverse engineer, modify or derive content from the Websites and/or make it available over a network where it could be used by multiple devices at the same time.
- 8.5. You agree that your use of the Websites and Squad Membership will not violate any laws without limitation, including those governing competition, advertising, consumer protection laws, privacy, obscenity, spamming, stalking, intellectual property rights and/or defamation in Australia and when accessed in another jurisdiction the laws of that jurisdiction and Australian law, so far as the laws are not inconsistent, in which case you agree to be bound by the laws for Queensland, Australia.
- 8.6. You agree that in using the Websites and Squad Membership, you will not post threatening, harassing, defamatory, obscene, offensive, hate mail or speech or facilitate others to commit such acts in whatever format.
- 8.7. You agree that you will not post comments about the Websites and Squad Membership, and any of its content, its individual representatives, officers, directors, consultants and/or employees without the prior written consent of us.

## 9. Eligibility

- 9.1. 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.
- 9.2. Without limitation, the Websites are available only to individuals that can form legally binding contracts under Australian law.
- 9.3. 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 or Squad Membership, if we believe that you may or will bring our reputation, those individuals who represent us in the market place, our other users, and Forum members 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.
- 9.4. 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.
- 9.5. If you are accessing and using the Websites and Squad Membership and or registering for an Event 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.

## 10. Squad Membership

- 10.1. You agree to provide accurate and truthful details about yourself when registering for Squad Membership. 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.

## 11. Forum Membership

- 11.1. You acknowledge that Forum membership provides for public communications.
- 11.2. If you become a Forum member you agree to provide truthful, accurate personal details about yourself as required on the sign-up page for the Forum.
- 11.3. You will use the Forum only for positive and supportive purposes and not post or comment negatively or in terms that could or might be offensive to other users of the Forum, either on the Forum itself or otherwise.

- 11.4. You will not use the Forum:
- 11.4.1. for any unlawful, disrespectful, harmful, threatening, abusive or otherwise objectionable purpose;
  - 11.4.2. to incite others to conduct the activities described in sub-paragraph;
  - 11.4.3. to interfere with the lawful and reasonable use of the Forum by others;
  - 11.4.4. to attempt to directly or indirectly, allow or facilitate a third party to enter the Forum through your registration; and
  - 11.4.5. to sell or promote any services or products to other forum members.
- 11.5. Although our Forums are 'Closed Groups/ Private' you acknowledge that we can only monitor the Forum to the best of our ability. Whilst we will do everything in our power to protect the safety of your privacy, we are unable to control what others do with any images and/or posts uploaded in the Forum. For that reason, you acknowledge that anything posted in the Forum has the potential to be made Public.
- 11.6. You acknowledge that you will use your own discretion as to what you post in the Forum using all caution necessary to provide for your own safety.
- 11.7. If posting any "before and after" images we highly recommend covering up or cutting off your face to prevent identification unless of course you are comfortable with the fact that once this image is uploaded, its privacy is out of our control. Any post uploaded by a minor is deemed to have been given parental consent.

## 12. Event Entry Conditions

- 12.1. Events include but are not limited to the Squad Tour Events that are occurring in selected cities around the world.
- 12.2. Registration refers to the specific Event noted on the Websites or digital media page to which these Terms and Conditions are linked.
- 12.3. Participants must register for an Event online at <http://www.thesquadtour.com> or via the digital media page on which the Event is advertised. Once confirmed through the Event registration page and payment is made, your space will be secured. Participation in the Event for which you have registered is deemed acceptance of these Terms and Conditions.
- 12.4. 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.
- 12.5. 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.

12.6. 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.

12.7. Please note all registrations are non-refundable and non-transferrable save for otherwise provided for in these Terms and Conditions.

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

13.1. 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.

13.2. Closing: Entries close on the date specified on the Websites and all authorised advertising for the Event.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

- 13.8. You must consult a qualified medical professional if you have any questions concerning your medical condition or injury.
- 13.9. 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.
- 13.10. 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 entrant's 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 or after the Event.
- 13.11. Hydration: Each entrant acknowledges it is their responsibility to ensure they are appropriately hydrated while participating in the Event.
- 13.12. 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.
- 13.13. Possessions: Each entrant acknowledges that they have sole responsibility for their personal possessions and athletic equipment during the Event and related activities. Squad Tour Pty Ltd and the Event Sponsor/s are not liable for any damaged/lost property.
- 13.14. 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.
- 13.15. Removal: All entrants acknowledge that Squad Tour Pty Ltd, the Event Manager or their authorised representatives may remove the entrant from the Event area and/or exclude the entrant from 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.



- 13.16. 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.
- 13.17. 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.
- 13.18. Indemnity: Each entrant 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.
- 13.19. 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.
- 13.20. 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.

#### **14. 6. Prizes and Awards at Events**

- 14.1. Only valid and accepted entrants can be eligible to win any Event prizes or awards that are on offer.
- 14.2. The person conducting the prize draws is the Squad Tour Pty Ltd, Event Manager or a representative appointed by them.
- 14.3. All competitions are drawn and prizes are awarded on the date of the Event.
- 14.4. Squad Tour Pty Ltd.'s decision is final.
- 14.5. Squad Tour Pty Ltd (and its affiliates or authorised representatives) reserves the right to request prize winners to provide proof of identity, age and/or residency.

- 14.6. Squad Tour Pty Ltd (and its affiliates or authorised representatives) reserves the right to verify the validity of entrants and to disqualify any entrant who, in the reasonable opinion of Squad Tour Pty Ltd, engaged in conduct in entering which is fraudulent, misleading, deceptive or damaging to the goodwill or reputation of the Event, the Event Organiser and/or the Event Sponsor/s.
- 14.7. Prizes are not refundable. Prizes are strictly as stated and are not transferable or exchangeable nor can they be redeemed for cash.
- 14.8. In the event that for any reason whatsoever a prize winner does not take any or all elements of a prize at the time stipulated by Squad Tour Pty Ltd, then those elements of the prize will be forfeited by the prize winner.
- 14.9. 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.
- 14.10. If any or all components of a prize are 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.
- 14.11. Any costs of any kind incurred by prize-winners as a consequence of accepting any prize, including any taxes (other than any GST), are the sole responsibility of prize-winners. Independent financial advice should be sought as additional costs, including taxes, may be incurred by prize-winners as a result of accepting any prize.
- 14.12. 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.

## 15. Ashy Bines Squad: Squad App Purchase

- 15.1. There are three different membership Subscriptions to Squad as follows:
- 15.1.1. **Squad Start**
- 15.1.1.1. A one month subscription that automatically renews unless terminated by you prior to the renewal date;
- 15.1.1.2. The cost is a per month subscription as listed on the Websites (Including taxes, not including transaction/bank charges).
- 15.1.2. **Squad Achieve**
- 15.1.2.1. A three-month subscription that automatically renews unless stopped by you prior to the renewal date;
- 15.1.2.2. The cost on the Website is per a 3-month subscription (Including taxes,

not including transaction/bank charges).

#### 15.1.3. Squad Dominate

15.1.3.1. A twelve-month subscription that automatically renews unless stopped by you prior to the renewal date;

15.1.3.2. The cost is a per 12-month subscription as described on the Website (Including taxes, not including transaction/bank charges).

15.2. There will also be various Squad Competitions, Challenges and Programs which will also be subject to these Terms and Conditions. A current challenge on offer includes The Squad Project 12-week challenge:

#### 15.2.1. Squad Project

15.2.1.1. The Squad Project is a recurring 3-monthly subscription that automatically renews unless stopped by you prior to the renewal date;

15.2.1.2. The cost is per 3-month subscription (Including taxes, not including transaction/bank charges).

15.2.1.3. The first 2000 individuals to register for the Squad Project Membership will receive a \$50 voucher for *Toned by Ashy Bines* when you spend at least \$100AUD online ("Toned Voucher").

15.2.1.3.1. The Toned Voucher must be used within 7 days of receiving it and can only be used by the registered Squad Member.

15.2.1.3.2. The Toned Voucher is for online purchases only and not valid on new launch or exclusive collections.

15.2.1.3.3. The Toned Voucher is subject to the Terms and Conditions of the *Toned by Ashy Bines* website.

## 16. Squad Tour Pack Purchase

16.1. To purchase your Pack and ticket to our Events, head to the Websites and follow the link to choose an Event Pack. These include but are not limited to:

16.1.1. General Admission;

16.1.2. VIP; and

16.1.3. Platinum.

16.2. The Event Packs include all items offered on the Website Event Pack description. If an item offered in the Event Pack becomes unavailable for whatever reason, we have the exclusive right to change the inclusion with another item provided it is of equal value.

16.3. The Event Packs may include an Introductory Offer to Squad which gives you a free trial membership for a set period of time. To access your Introductory Offer, you are required to register for Squad as a Member (Squad Membership). The payment details used to Register your Squad Membership will be charged after the expiration of the Introductory Offer if you continue to use without Terminating your Squad Membership pursuant to the clause below.

## 17. Cancellation/Termination of Squad Membership

- 17.1. You may cancel your Squad Membership at any time by:
- 17.1.1. For Website purchased Squad Memberships:
    - 17.1.1.1. log into your members area, go to settings and scroll down to the cancel section.
    - 17.1.1.2. You must cancel at least 48 hours prior to your renewal period or trial period ending.
    - 17.1.1.3. Your cancellation will be in effect immediately and access to Squad will be restricted.
  - 17.1.2. For in App Purchased Squad Memberships:
    - 17.1.2.1. Cancel your membership within the relevant App store.

## 18. Termination

- 18.1. We reserve 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 or Squad Membership which includes the App, Forums, competitions/programs, and attendance at any Event;
  - 18.1.2. Action upon a complaint by either another member or an employee or contractor of Squad; and/or
  - 18.1.3. Default of scheduled payments for a period of 2 payments or more.

## 19. Membership Termination Process by Squad Pty Ltd

- 19.1. If, for any reason stated in the Termination Clause above, Squad Pty Ltd terminates your membership, the following process will be followed:
- 19.1.1. Advice in writing via email of pending termination no later than 7 (seven) days prior to proposed date of termination (except where the reason for termination presents a risk to other clients or Squad/ Squad Tour staff).
  - 19.1.2. Refund of any membership fees will be based on the nature of the reason for membership termination and at the sole discretion of 'Squad' and/or Squad Tour Pty Ltd.

## 20. Cancellation of an Event

- 20.1. Our fees for registration of an Event after payment is made and confirmed are non-refundable unless:
- 20.1.1. 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.
- 20.2. 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).

## **21. All Payments**

- 21.1. In purchasing any product or services from the Websites ('the purchase') you agree to:
- 21.1.1. 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;
  - 21.1.2. provide us with current and complete information as detailed in the purchase order 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 our rights and remedies if we discover or believe that any information provided by you is inaccurate or incomplete.
  - 21.1.3. We reserve the right to refuse to continue with your purchase, or put on hold or terminate your access to the Websites and Squad Membership or any of the services or products provided by us at any stage at our sole discretion and you forfeit any right to a refund of any payment made by you for the purchase;
  - 21.1.4. Pay all costs, fees, charges, applicable taxes and other charges as may be incurred in respect of the purchase ("the costs"); and
  - 21.1.5. All costs are in Australian dollars (AUD) unless otherwise indicated.

## **22. Introductory Offer with all Events**

- 22.1. The Introductory offer will commence immediately after payment of the Event Pack fees. Upon expiration of the Introductory Offer pursuant to the Event Pack purchased, you will be charged in advance the full monthly membership fee (Including taxes, not including transaction/bank charges). Your Squad Membership fees will be charged to the credit card or bank account you nominated on registration for Squad Event.

## **23. Risk**

- 23.1. Title of the purchase will pass to you on receipt of full payment from you or when you receive the purchase, whichever happens later.
- 23.2. Risk of loss or damage to the purchase will pass to you when we provide the purchase to a third party for delivery of it to you and we provide no estimate as to time of delivery and you agree that time is not of the essence with respect to delivery.
- 23.3. Where we send you the purchase by email delivery, and you claim that you have not received such delivery, then you must contact our Billing Department email

at [support@thesquadtour.com](mailto:support@thesquadtour.com) within 7 days of the date by which you placed the order for the purchase for Squad Tour Pty Ltd to investigate your claim.

## 24. Warranty/Refund

- 24.1. Subject to the rights granted to you by statutory consumer protection legislation, which cannot be excluded, due to the nature of Squad Membership, and/or the products and services offered by the Websites, and as we make no representations to you in respect of your use of Squad, and/or the products or services offered by the Websites, we provide no warranty as to any results or outcomes associated with using the Squad Membership nor in respect of any use of the products or services offered by the Websites.
- 24.2. You expressly acknowledge that your use of the Websites and Squad Membership and its products and/or services is at your sole risk.
- 24.3. At our sole discretion, any claim for a refund will be considered on a case by case basis and 'Squad/Squad Tour Pty Ltd reserves the right to either provide you with a refund once the case is reviewed, or refuse your claim.
- 24.4. To seek a refund you must email [support@thesquadtour.com](mailto:support@thesquadtour.com).
- 24.5. The Introductory Offer and/or the administration fee is not refundable.

## 25. Medical Disclaimer

- 25.1. We are not a medical organisation we do not and cannot give or purport to give you any medical advice or assistance in any form. Nothing in the Websites or Squad Membership or anything associated with it should be taken or 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.
- 25.2. 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 participation in the Squad Membership and/or its products and services. Squad will encourage you to seek appropriate medical advice or assistance before embarking on any use of the Squad Membership and/or its products or services.
- 25.3. You agree that 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 use of the Websites and Squad Membership, or its products and services, is at your sole risk.

## **26. Limitation of Liability**

26.1. 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.

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

27.1. You acknowledge that we are entitled at any time, to change, modify, vary, delete or otherwise deal with the Websites and Squad Membership and/or the Terms and Conditions, as we see fit.

27.2. We will publish any intended changes on the Websites and/or Forum and you will be deemed to have accepted such changes when you first access the Websites or Squad Membership following our publication of the notice of change on the Websites.

## **28. Jurisdiction**

28.1. 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.

## **29. Indemnity**

29.1. 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.

29.2. You are liable for all content posted by you on the Forum.

29.3. You are required to exercise due care to conform to any Australian laws relating to publication, broadcasting, media controls, advertising standards and social media legal considerations, as they may arise or be applied to you in respect of any content you post on the Forum or in relation to the Websites or that by your actions of conduct.

29.4. 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.

## **30. Breach of Contract**

30.1. The customer and 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.

### **31. General**

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

31.2. 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.

31.3. Competition and Program start dates may vary and are at the discretion of the Websites owner.

### **32. Model Release**

32.1. 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 activities and illustrating body transformations that you have provided to us. You grant permission 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.