

MAN v FAT Soccer Program Terms and Conditions

The terms and conditions set out below govern a person's participation in any MAN v FAT Soccer Program run by UWA Sport Pty Ltd of 35 Stirling Highway, Crawley, WA 6009 (ABN: 96 605 887 189) within Australia.

UWA Sport is a wholly owned subsidiary of The University of Western Australia (ABN: 37 882 817 280) ("UWA"). These terms and conditions are available on our website at: [www.sport.uwa.edu.au], and on the MAN v FAT Soccer Program website at: [www.manvfatsoccer.com.au]. Please retain a copy of this agreement for your records.

The MAN v FAT Soccer Program is the Australian offering of the UK MAN v FAT Football male weight loss program founded in the United Kingdom. These terms and conditions are subject to the UK MAN v FAT Football Terms and Conditions found on the MAN v FAT Football website at: [https://manvfat.com/terms-and-conditions/]. The MAN v FAT Soccer Australia Program Terms and Conditions prevail to the extent of any inconsistency between these terms and conditions and the UK MAN v FAT Football Terms and Conditions, and between the law of Australia and the United Kingdom.

DEFINITIONS

Program refers to the MAN v FAT Soccer Program outlined at the start of these Terms and Conditions, and includes all Leagues, Seasons and Sessions coordinated in Australia.

League refers to the host site (location) of a MAN v FAT Soccer Program within Australia.

Season refers to a fifteen (15) week competition period of a MAN v FAT Soccer League that is run in a set location/facility. Seasons are comprised of one (1) information night followed by 14 consecutive weeks of Sessions.

Session refers to a time slot per week in a Season during which the Program is delivered, including but not limited to;

- Set-up, delivery and pack down of soccer matches
- Weight recording, activity and diet monitoring

ACKNOWLEDGMENT

By registering in the Program, you acknowledge that you will be bound by these terms and conditions.

RELEASE AND INDEMNITY

You:

- a) Warrant that there are no medical or other conditions that could be regarded as an impediment to participation; and you will provide such information as UWA requests in relation to your state of health (including allergies and your medical management plan here applicable)) to UWA Sport on registration.
- b)
- c) Acknowledge during such times when participating in the Program run by UWA Sport, your personal property shall be at your own risk in every respect; and

You:

- d) acknowledge there may be inherent risks associated with participating in the Program and voluntarily agree to assume and accept all of the risks arising out of, associated with, or related to participating in the Program;
- e) to the extent permitted by law, release the University of Western Australia and UWA Sport, its officers, employees, volunteers and agents from and against all past, current and future liability for any property damage, illness, personal injury or death incurred or

suffered in connection with participation in such activities or use of such facilities and equipment;

- f) indemnify the University of Western Australia and UWA Sport, its officers, employees, volunteers and agents from and against all losses, damages, claims and expenses (including legal costs) incurred or suffered by them that are caused in connection with your participation in such activities or use of such facilities and equipment except to the extent that the liability, losses, damages, claims and expenses are directly caused by the negligence of UWA Sport, its officers, employees, volunteers and agents.

PARTICIPATION

You confirm you are eighteen (18) years old or older.

REGISTRATION

Registrations must be completed online at the MAN v FAT Soccer Program website: [www.manvfatsoccer.com.au]. Individuals will need to pay the registration fee in full at the time of registration. Registrations will not be taken over the phone or in person. Individual registrations will not be confirmed until full payment of the registration fee has been received. The registration fee is non-refundable across all Leagues.

Registration to a League does not guarantee individuals immediate involvement in the League. Confirmation on involvement will be sent to individuals via email. Where involvement is not immediate, individuals will be placed on a waitlist and will be contacted directly in writing when places in the League become available.

PAYMENT

Upon registration into the Program you accept that the League registration fee and the monthly player subscription payments will be taken out of your chosen scheme. Your nominated bank account or credit card will be debited the monthly player subscription payments fees in the amounts set out in the online registration process on the MAN v FAT Soccer Program Website: [www.manvfatsoccer.com.au]. By default, the monthly subscription payment will commence approximately six (6) days from the date on which you are assigned to a team and will continue henceforth. To cancel or amend your monthly player subscription payments, you are required to contact UWA Sport directly in writing at Australia@manvfat.com.

In the event that your monthly subscription payment(s) fail, you will receive notification via email of any overdue payments and be required to pay the outstanding invoice immediately. The invoice will also include an administration fee of \$20 (incl GST). If, after 7 days, the outstanding payments have not been settled, your involvement in the Program will be suspended. Participation in the Program will recommence once payments have been received by UWA Sport. If you repeatedly fail to meet your payment obligations, we may terminate or suspend your participation in the Program and you will receive written notice to this effect.

You are not entitled to a refund of any monthly player subscription fees already paid. Cancellation of your participation in the Program does not limit our ability to recover from you any unpaid or overdue amounts validly owed to us before you cancelled your involvement.

PRICE STRUCTURE

UWA Sport reserves the right to review and implement new pricing structures for the Program. UWA Sport will provide you with advanced written notification in the event that prices do change.

MEDICAL CONDITIONS

You will notify UWA Sport any changes to your medical condition that may affect your care whilst participating in the Program.

Your participation in the Program also requires your commitment to the Health and Wellbeing Commitment Statement outlined in the MAN v FAT

Football Terms and Conditions found [<https://manvfat.com/terms-and-conditions/>].

UWA Sport encourages the inclusion of participants with a disability and will support access requirements notified to UWA Sport.

MEDICAL TREATMENT

You consent to receive, and authorise UWA Sport or its delegates to arrange medical or hospital treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Program and you agree to indemnify the organisers for all costs and expenses associated with such treatment.

CANCELLATION

UWA Sport reserves the right to alter and/or cancel any League or Season due to unforeseeable circumstances that take place. If this occurs, UWA Sport will notify registered players directly via a phone call, text or email in advance. In the first instance, UWA Sport will endeavour to organise an alternative League or Season for players. If this cannot be arranged, a refund will be provided to registered players for that League or Season equal to the registration fee they incurred.

UWA Sport reserves the right to alter and/or cancel a Session due to unforeseeable circumstances that take place, or if a venue or conditions are unsafe to deliver the Program's Services. All Sessions will take place unless unsafe or extreme conditions occur. This only includes, severe weather warnings, lighting/thunder or extreme heat. UWA Sport will monitor the weather conditions and will notify registered players by 4pm via phone call, text or email on the day of the Session if it is to be cancelled. In the first instance, UWA Sport will endeavour to organise a make-up Session. If this cannot be arranged, a refund of \$5 (excl GST) will be provided to registered players for the Session. All refunds will be processed at the end of each Season.

MISSED SESSION

No make-up Sessions, credits or refunds are available to registered players for a missed Session(s) in a Season. These conditions also apply to any Session(s) you arrive late for.

CHANGE OF DETAILS

You must notify UWA Sport of any changes to your address, contact numbers or email addresses after your registration has been processed for the Program.

PHOTOGRAPHY

You consent to, and authorise UWA Sport or its delegates to, take photographs and video footage for the use of future Program promotion and marketing and for the purpose of sharing with participants.

ONLINE COMMUNICATION

The Program's website: [www.manvfatsoccer.com.au] may contain links to third party sites that are not owned or controlled by MAN v FAT Ltd, UWA or UWA Sport. In addition, and as part of the Program's services, we may recommend the use of various online communication tools via website, mobile applications, software applications or on social media accounts (i.e. WhatsApp, Facebook, etc.). MAN v FAT Ltd, UWA and UWA Sport cannot be held liable for the communication or actions of individuals on these third-party sites or communication tools, and advises players to refer to the terms and conditions of any third party provider before use. In addition, Program players are required to comply with UWA's Social Media Policy [<http://www.hr.uwa.edu.au/policies/policies/conduct/social-media>] and the Online Communication Terms outlined in Schedule 2 in the MAN v FAT Football Terms and Conditions found at: [<https://manvfat.com/terms-and-conditions/>].

COMMUNICATIONS AND PRIVACY

By agreeing to these terms and conditions, you acknowledge that you may receive communications and marketing materials from The University of Western Australia (UWA), and UWA Sport. UWA Sport holds your personal details in accordance with the University privacy policy accessible here: [<http://www.web.uwa.edu.au/privacy>]. Your personal details, as well as all Program participant details will not be distributed to any third party without prior permission.

RIGHT OF ADMISSION

UWA Sport reserves the right to refuse a participant's involvement in the Program or to cancel any player's registration to a League without warning due to risk of injury and/or harm or inappropriate or dangerous behaviour. Reasons for registration cancellation or suspension may include failure to comply with The MAN v FAT Football Terms and Conditions, The University of Western Australia's and/or UWA Sport By-Laws. The University's By-Laws: <http://www.governance.uwa.edu.au/statutes/by-lawsConditions>.

CORRESPONDENCE

All correspondence relating to the Program needs to be directed to UWA Sport in writing. Correspondence should be sent via email or post, to Australia@manvfat.com or UWA Sport Pty Ltd, M412, 35 Stirling Highway, Perth WA 6009.