

Evolution of the Athlete Terms and Conditions of Use

- A. These Terms and Conditions of Use apply to the annual online conference called “Evolution of the Athlete” (the “**Conference**”) facilitated by UQ Sport Limited ACN 135 537 183 (“**UQ Sport**”) and any sale of audio recordings, video files or recordings, handouts, papers or other written materials (the “**Materials**”) sold or distributed by UQ Sport in connection with the Conference.
- B. By registering for the Conference or purchasing any Materials, any attendee of the Conference or purchaser of the Materials (“**You**” or “**Your**”) agrees to these Terms and Conditions of Use and agrees to be bound by them.

1. Terms and Conditions of Use

- (a) These Terms and Conditions of Use constitute a contract between You and UQ Sport.
- (b) If You register for the Conference or purchase any Materials, You are deemed to have read and accepted these Terms and Conditions of Use. It is Your responsibility to read these Terms and Conditions of Use prior to registering for the Conference or purchasing any Materials.
- (c) You are not permitted to download any Materials, install any programs or software, or participate in the Conference if You do not accept these Terms and Conditions of Use or You do not agree to be bound by them.

2. Term

- (a) These Terms and Conditions of Use will apply to You from the date that You register for the Conference or purchase any Materials from UQ Sport, whichever is earlier.
- (b) Subject to the other terms of this document, these Terms and Conditions of Use will cease applying to You:
 - (i) in the case of attendees at the Conference, immediately after the Conference has been completed;
 - (ii) in the case of any purchaser of Materials, after the Materials have been made available for You to download;
 - (iii) on the date on which UQ Sport terminates this contract in accordance with these Terms and Conditions of Use; or
 - (iv) on the date on which You terminate this contract by written notice to UQ Sport.

- (c) Any termination will be without prejudice to any rights or obligations that accrued prior to the date of termination.

3. Grant of licence

- (a) Subject to the payment of all registration fees in respect of the Conference, UQ Sport hereby grants You a limited, personal, non-transferable and non-exclusive licence to participate in the online Conference.
- (b) Subject to the payment of the purchase price for any Materials purchased by You, UQ Sport hereby grants You a limited, personal, non-transferable and non-exclusive licence to download the Materials and to use them for personal, non-commercial purposes only.
- (c) You must not, under any circumstances:
 - (i) reproduce, copy, republish, upload or post any information conveyed to You during the Conference or copy or post any Materials on any networked computer or broadcast that information or those Materials in any media;
 - (ii) modify any information or Materials provided to You in accordance with these Terms and Conditions of Use;
 - (iii) create any derivative work using the information or Materials provided to You in accordance with these Terms and Conditions of Use;
 - (iv) re-sell, re-transmit, on-licence, lease, sublet or otherwise distribute any Materials to any other person;
 - (v) use the Materials for any unlawful or immoral purpose;
 - (vi) use screen scraping, data mining or any similar data gathering or extraction technological devices for the purpose of reproducing any information provided to You in accordance with these Terms and Conditions of Use;
 - (vii) compromise the security of the Conference or the Materials;
 - (viii) reverse engineer, decompile or disassemble any software or other program;
 - (ix) use the Conference or the Materials for any purpose not expressly authorised by these Terms and Conditions of Use;
 - (x) attempt to gain unauthorised access to the Conference or the Materials by hacking, password “mining” or any other illegitimate means; or
 - (xi) allow, facilitate or permit another other person to do any of the above.
- (d) The provisions of clause 3(c) will survive termination of this contract.

4. IT capability

- (a) To participate in the Conference You will require a computer and reliable internet connection with sufficient download speed to transmit live video and audio.
- (b) You are responsible for ensuring that Your computer and internet connection is sufficient to take part in the Conference and no refund of Conference fees will be given if You are unable to take part in the Conference due to the inadequacy or failure of Your computer or internet connection.

5. Intellectual property

- (a) You acknowledge that registering for the Conference or purchasing Materials does not grant You any proprietary right or intellectual property rights in any presentations forming part of the Conference or in any Materials and Your right to enjoy and use them is as licensee only.
- (b) Nothing in these Terms and Conditions of Use may be construed as granting to You any right, title or interest in any intellectual property rights attaching to the Conference or any Materials.
- (c) You agree to observe any intellectual property rights held by a party in the Conference and the Materials, including, but not limited to, copyright, moral rights, trade marks and designs. This clause will survive termination of this contract.

6. Personal information

- (a) UQ Sport may collect personal information from You for the purposes of providing the Conference or the Materials to You and complying with its other obligations under these Terms and Conditions of Use.
- (b) You hereby consent to the collection of Your personal information.
- (c) UQ Sport will only deal with Your personal information in accordance with UQ Sport's privacy policy, which can be found at <http://www.uqsport.com.au/privacy-policy>.

7. No warranty

- (a) You acknowledge that while UQ Sport has used its reasonable endeavours to secure experts in their relevant fields to present at the Conference and to provide the Materials for sale and distribution by UQ Sport, UQ Sport is not responsible for the content of any particular presentation or webinar forming part of the Conference and is not responsible for the content of any Materials sold in accordance with these Terms and Conditions of Use.
- (b) UQ Sport does not warrant that any particular presenter will present a webinar or presentation at the Conference. If an advertised presenter is unable to present the advertised webinar for any reason, UQ Sport reserves the right to substitute that webinar with another presentation or webinar on a topic that is within the scope of the Conference.

- (c) Subject to clause 6(d), UQ Sport will not be liable to You for any loss, damage, cost or expense suffered or incurred by You in connection with the Conference or the Materials, unless:
- (i) the loss, damage, cost or expense was caused solely by the negligent act or omission of UQ Sport. In the event that UQ Sport is liable to You under this clause, UQ Sport's liability to You is limited to refunding any fees paid by You in respect of the Conference or Materials, as applicable; or
 - (ii) UQ Sport has breached a consumer guarantee contained in Part 3-2, Division 1 of the Australian Consumer Law, in which case You are entitled to exercise Your rights under the Australian Consumer Law in respect of that breach to the fullest extent permitted under the Australian Consumer Law.
- (d) Nothing in these Terms and Conditions of Use is intended to exclude, restrict or modify the application of Part 3-2, Division 1 of the Australian Consumer Law, the exercise of a right conferred by those provisions or UQ Sport's liability for failure to comply with the consumer guarantees set out in those provisions. These Terms and Conditions of Use must be construed and interpreted accordingly. Your rights under the consumer guarantees regime in Part 3-2, Division 1 of the Australian Consumer Law are expressly preserved.

8. Links

- (a) Where a link to another site on the worldwide web is provided either on the UQ Sport website or as part of the Conference or the Materials, it is provided solely for Your convenience and, to the extent permitted by law, UQ Sport is not responsible for and accepts no liability in relation to the material or information contained on those other sites.

9. Termination

- (a) UQ Sport may terminate this contract by notice to You if:
- (i) You breach Your obligations under these Terms and Conditions of Use;
 - (ii) You breach or infringe a third party's intellectual property rights in any presentation forming part of the Conference or the Materials;
 - (iii) You attempt to do any of the above; or
 - (iv) UQ Sport is forced to cancel or postpone the Conference.
- (b) If UQ Sport terminates this contract due to Your breach, You will not be entitled to a refund of any fees paid in accordance with these Terms and Conditions of Use.
- (c) You are entitled to a refund of any fees paid if UQ Sport cancels the Conference or postpones the Conference to a date or time that is no longer convenient to You.
- (d) You may terminate this contract by notice to UQ Sport at any time. UQ Sport will refund 50% (fifty percent) of any fees paid by You in respect of the Conference if UQ Sport receives Your

notice of termination at any time up to 1 month prior to the date of the Conference. You will not be entitled to a refund of any fees paid:

- (i) in respect of the Conference, if Your notice of termination is received by UQ Sport less than 1 month prior to the date of the Conference or at any time after the date of the Conference; or
- (ii) in respect of the Materials, if the Materials have been made available for You to download (except in circumstances where You are entitled to a refund under the Australian Consumer Law due to a breach of a statutory guarantee under the Australian Consumer Law).

10. Indemnity

To the extent permitted by law, You indemnify UQ Sport and agree to keep UQ Sport indemnified and hold UQ Sport, its officers, directors, shareholders, predecessors, employees and agents harmless from any demand, loss, liability, claims or expenses made against UQ Sport by any party due to or arising out of or in connection with:

- (a) any breach by You of these Terms and Conditions of Use;
- (b) any negligence, wrongful act or omission, or breach of statutory duty by You; or
- (c) the violation by You of the rights of any third party in connection with the Conference or the Materials.

11. GST

If the supply of the Conference or Materials to You under these Terms and Conditions of Use is a Taxable Supply (as that term is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)), at the time of registration for the Conference or purchase of the Materials You must pay to UQ Sport the GST payable in connection with that supply. UQ Sport must provide a valid tax invoice to You on or before requiring You to pay any amount on account of GST.

12. Currency

- (a) All references to amounts of money in these Terms and Conditions of Use are references to Australian dollars.
- (b) Any remittance or tender of money made in connection with these Terms and Conditions of Use must be made in Australian dollars.
- (c) A party making a payment in Australian dollars under these Terms and Conditions of Use is not responsible for any fluctuation in exchange rates or for payment of any fees or charges imposed on the conversion of currency from Australian dollars to any other currency.
- (d) If a party pays an amount under these Terms and Conditions of Use in a currency other than Australian dollars:

- (i) regardless of the date on which the payment is instigated, the payment will only be deemed to have been made and the payment will only constitute effective payment after conversion of the amount to Australian dollars and the recipient has received the amount in Australian dollars, in cleared funds; and
- (ii) the party making the payment is responsible for ensuring that after conversion from the payment currency to Australian dollars (including the charging of any transaction or conversion fees), the recipient receives the full amount due and payable in Australian dollars.

13. Notices

- (a) Any notice given under these Terms and Conditions of Use must be in writing, signed by the party giving the notice and delivered to the Notice Address of the recipient by hand, by post, by facsimile or by email.
- (b) Notices will be deemed to have been given to the recipient:
 - (i) for notices delivered by hand, at the time of delivery however if delivery occurs after 5pm or on a day that is not a business day, the notice will be deemed to have been given at 9am on the next following business day;
 - (ii) for notices delivered by post, within 3 business days after posting (or within 10 business days after posting, for international postage);
 - (iii) for notices delivered by facsimile, the date and time at which the sender's facsimile machine shows that the facsimile was successfully sent to the recipient, however if delivery occurs after 5pm or on a day that is not a business day, the notice will be deemed to have been given at 9am on the next following business day; and
 - (iv) for notices delivered by email, at the date and time at which the sender's machine shows that the email was successfully sent to the recipient's server, however if delivery occurs after 5pm or on a day that is not a business day, the notice will be deemed to have been given at 9am on the next following business day.
- (c) The parties agree that it is reasonable to expect notices in connection with these Terms and Conditions of Use to be delivered by electronic communications and consent to such delivery.

14. General

- (a) In these Terms and Conditions of Use, unless the context requires otherwise:
 - (i) headings are included for convenience only;
 - (ii) references to a person include corporations, partnerships, trusts and other entities and vice versa;
 - (iii) references to a statute include that statute as amended, regulations made under that statute (as amended) and statutes replacing or consolidating that statute;

- (iv) references to writing include representing words, numbers, symbols or drawings in English by print, type or other visible means but does not include representations made by email; and
 - (v) a reference to a party includes the party's successors, permitted assigns, executors or administrators.
- (b) These Terms and Conditions of Use will be governed by and construed in accordance with the laws in force in Queensland, Australia. The parties agree to submit to the non-exclusive jurisdiction of the Courts of that State.
 - (c) Any waiver of a party's rights under these Terms and Conditions of Use must be in writing and signed by the party giving the waiver. A failure by a party to exercise its rights or a delay by a party in exercising its rights does not constitute a waiver of that party's rights.
 - (d) Any variation to these Terms and Conditions of Use must be in writing and signed by the parties.
 - (e) You may not assign Your rights or obligations under these Terms and Conditions of Use without the prior written consent of UQ Sport, which may be given or withheld in UQ Sport's absolute discretion.
 - (f) If any of these Terms and Conditions of Use are or become illegal, invalid or unenforceable the offending clauses will be deemed to be severed from these Terms and Conditions of Use and all of the remaining terms will (to the fullest extent possible) continue in full force and effect.
 - (g) These Terms and Conditions of Use comprise the whole of the agreement reached between You and UQ Sport in relation to their subject matter.
 - (h) Any representations or other promises made or allegedly made by a party that are not contained in these Terms and Conditions of Use are to be disregarded.
 - (i) You represent and warrant to UQ Sport that You have not relied on any representation, warranty or statement made by or on behalf of UQ Sport that is not contained in these Terms and Conditions of Use.