

Terms and Conditions of Membership

INTRODUCTION

Welcome to the Membership of the Australian Womens Natural Body Sculpting (AWNBS). .

To be a Member, You are required to comply with the following Terms and Conditions:

1. DEFINITIONS

App means the app created by the Organiser to be used by each Entrant to monitor their participation in the Competition.

ASADA means the Australian Sports Anti-Doping Authority.

AWNBS means Australian Women's Natural Body Sculpting ABN 72 541 795 972.

Competition means the AWNBS Competition.

Competition Date means the date of the first day of the Competition.

Competition Fee means the non-refundable registration fee of \$150.00 for entering the Competition.

Entrant means the entrant in the Competition.

Forum means any social media platforms used by AWNBS and may include the Website.

Member means a member of the AWNBS.

Member Fee means the non-refundable fee of \$150.00 plus the booking fee of \$4.74 for becoming a member of the AWNBS.

Membership means membership of the AWNBS.

Membership Period means twelve (12) months from the date of AWNBS approval. .

Organiser means the registered owners of the AWNBS.

Social Media Policy means the policy and code of conduct on the Website.

Spectator means any member of the public present at the Competition.

State means a State or Territory of Australia.

Venue means the location of the Competition.

WADA means the World Anti-Doping Agency.

Website means the AWNBS website.

Winner means the winner of the Competition.

You means the Member.

2. ACCEPTANCE

By becoming a Member You agree and covenant to be bound by these Terms and Conditions. If You do not agree with any of these terms and conditions, please do not become a Member.

3. ELIGIBILITY

- (a) Applicants must be over the age of 16 years to be eligible for Membership of the AWNBS.
- (b) Applicants will be provided notice of their Membership by the AWNBS.
- (c) The AWNBS has complete and sole discretion to approve or reject an application for Membership.
- (d) Only Members are eligible to enter the Competition and only if they are over the age of 18 years.
- (e) Members must join a Facebook forum which will be administered in accordance with the Social Media Policy.

4. FEES AND PAYMENTS

By becoming a Member, You agree to pay using a valid credit card or other form of payment which the AWNBS may accept from time to time the Member Fee.

You agree when being granted Membership that it is valid from twelve (12) months from written approval and is contingent upon complying with the terms and conditions of this Agreement.

5. AWNBS WEBSITE

You agree to provide accurate and truthful personal information about Yourself in accordance with the AWNBS Privacy Policy for the Website.

You agree that the AWNBS has the right to suspend or terminate Your Membership if You at any time provide false, incomplete or misleading personal information.

6. REFUNDS

You understand that all payments made to the AWNBS are non-refundable and agree to abide by any decision made by the AWNBS in relation to payment of the Membership Fee..

7. WITHDRAWAL

If at any time during the Membership Period, You decide that You do not wish to continue Your Membership, You must contact the AWNBS in writing to notify them of Your decision.

You agree that the AWNBS has the authority to use any information relating to You on its Website, its social medial accounts and the App regardless of whether You continue to be a Member or not of the AWNBS. .

8. INTELLECTUAL PROPERTY

You grant the AWNBS a non-exclusive, royalty-free, perpetual, irrevocable worldwide license (with sublicense and assignment rights) to use, to display online and in any present or future media, to create derivative works of, to allow downloads of, and/or distribution of Your video and all other material that features You and is provided by You to the AWNBS at any time.

9. LIMITATION OF LIABILITY

Except for any liability that cannot be excluded by law, the AWNBS (including its officers, employees and authorised agents) excludes all liability (whether under the law of contract, tort or otherwise), for any personal injury, loss or damage (including but not limited to loss of opportunity, loss of reputation or goodwill, loss of privacy or loss or corruption of information or data); whether direct, indirect, special or consequential, arising in any way out of the AWNBS and the Competition. This includes but is not limited to any theft, unauthorized access or third party interference and any vote in the Competition that is not counted.

10. SOCIAL NETWORKS/ THE FORUM

The Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or any other social network. The Organiser uses social media accounts as part of its platform for running the AWNBS and Competition, which includes accessing images and contacting individual entrants.

To become a Forum member You agree to provide truthful, accurate personal details about Yourself as required on the sign up page for the Forum.

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, or the Website, the Forum and/or the individuals representing the Website and/or their employees.

You will not use the Forum:

- (a) for any unlawful, disrespectful, harmful, threatening, abusive or otherwise objectionable purpose;
- (b) to interfere with the lawful and reasonable use of the Forum by others; or
- (c) to attempt to directly or indirectly, allow or facilitate a third party to enter the Forum through Your registration.

(d) to bring Yourself and/or the AWNBS into disrepute.

You agree that Your use of the Website and/or Forum 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.

You agree that in using the Forum, You will not post threatening, harassing, defamatory, obscene, offensive, hate mail or speech or facilitate others to commit such acts in whatever format.

You agree that You will not post comments about the Website or Forum, any of its content, its individual representatives, officers, directors, consultants and/or employees without the prior written consent of AWNBS.

If the AWNBS determines that You have breached any of the terms and conditions, the AWNBS has the right to take any disciplinary action against You including termination of Your Membership.

You agree that any decision made by the AWNBS to terminate Your Membership is final and binding.

Failure by the AWNBS to enforce any of its rights at any stage does not constitute a waiver of those rights.

11. VENUE TERMS AND CONDITIONS

All Members will adhere to and follow all terms and conditions and safety procedures provided by the Venue including but not limited to respecting Venue property, no vandalism or damaging property of the Venue or risk liability of the cost of cleaning and damages.

Members will follow all AWNBS guidelines on the day in relation to designated areas for the Competition.

Any Member that uses displays disreputable and inappropriate behaviour including but not limited to inappropriate language, intoxication or drug use, will be removed from the Venue and no refund will be issued. All Members must respect the Venue terms and conditions and AWNBS terms and conditions.

12. PRIVACY AND YOUR PERSONAL INFORMATION

Personal information provided by Members will be collected, used and disclosed in accordance with AWNBS's Privacy Policy. A copy of the Privacy Policy is available at <http://www.awnbs.com.au>.

13. JURISDICTION

These terms and conditions are subject to the laws of Queensland, Australia.

14. COMMUNICATION AND MARKETING OF THE COMPETITION

- (a) If attending the Competition, the Member consents to the receipt of any messages through email, post and social media regarding the Competition, from the Organiser and other communications which informs the Member of the Organiser's other publications, products, services, sponsor's and events.
- (b) By attending the Competition, the Member consents to join the AWNBS loyalty program and consents to receive marketing material and other messages from the AWNBS through email, post and social media.

15. INDEMNITY

You agree to indemnify AWNBS 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 Website 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 AWNBS.

You shall indemnify AWNBS from any claim, liability, costs and/or expenses arising from any injury or health problems that could or may arise from Your participation in the Competition.

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

16. TAX AND LEGAL

The AWNBS is not liable for any tax implications arising from any payment of any fee and independent legal and financial advice should be sought in this respect.