

TERMS & CONDITIONS

Muscles for Muscles Squat Challenge

General

Date of last revision 30/07/2020

This website and Muscles for Muscles Squat Challenge are operated by FSHD Global Research Foundation (ABN 79128037614).

Content

By accessing and continuing to use our website, including registering for The Squat Challenge (the Challenge), you agree with these terms and our Privacy Policy (Terms), which may be updated from time to time. Please read these Terms carefully and immediately cease participating in the Challenge and/or using our website if you do not agree to them.

By registering for the Challenge, you confirm that you are over the age of 18 or otherwise have the required parental permission to take part.

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our website in accordance with these Terms. All other uses are prohibited without our prior written consent.

We may, at any time and in our absolute discretion, vary these Terms by publishing the variation on the website. Please check back here regularly to ensure you are aware of our current Terms. Materials and information on this website are subject to change without notice. We do not undertake to keep the website up-to-date and we accept no liability if any content is inaccurate or out-of-date.

We do not guarantee that our website will be free from viruses, or that access to our website will be uninterrupted. We may, at any time and without notice to you, discontinue our website, in whole or in part. We may also exclude any person from using our website, at any time and at our absolute discretion. We are not liable for any loss, damage or expense that you suffer arising from or in connection with any such discontinuance or exclusion.

To use our website, you must create a password which you must keep secure. If you suspect that your account is being used without your authority, you must immediately report this to us.

These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

Prohibited Content

You must not use our website to facilitate or participate in any illegal activity or engage in any activity that we, in our absolute discretion, consider to be inappropriate or which might bring us or our website into disrepute, including:

1. Anything that would constitute a breach of an individual's privacy or any other legal rights;
2. Interfering with any user using our website;
3. Using our website to send unsolicited email messages; or
4. Facilitating or assisting a third party to any of these things.

You must not attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of our website or any related websites. You must not attempt to bypass the network firewall and you must not use any part of the site which you are not authorised to use or devise ways to circumvent security in order to access part of the site which you are not authorised to access. This includes but is not limited to scanning networks with the intent to breach and/or evaluate security, whether or not the intrusion results in access. You must not knowingly transmit viruses or other disabling features or otherwise damage or interfere with our website.

We reserve the right to immediately and indefinitely restrict your access to our website in any way considered reasonably necessary if we suspect that you are engaging in any of the above behaviour.

You are prohibited from using our website, including its content, in any way that competes with our business.

User Content

By using our website and uploading content you hereby agree and consent to us using the submitted photograph(s), video(s), comment(s) and other accompanying materials (collectively, the “User Content”) for advertising, marketing, promotion and other commercial and business purposes in accordance with these Terms.

By uploading User Content to our website, you represent and warrant to us that:

1. you own all rights in the User Content or otherwise have the right to submit the User Content to us;
2. the User Content does not violate or infringe upon the rights of any third party (including, any rights of intellectual property, copyright, trademark, publicity or privacy);
3. the User Content is true and correct and is not misleading, defamatory or obscene;
4. the User Content can be published lawfully by us;
5. any persons identified in the User Content have consented to the submission of the User Content on our website and further use of the User Content as contemplated in these Terms; and
6. our use of the User Content in the manner contemplated above and the rights and licences granted hereunder do not, and will not, violate any right of, or conflict with or violate any right or commitment made to, any third party and no consent or authorization from any third party is required in connection with such use. You hereby agree to defend, indemnify and hold us harmless from and against any and losses, and all claims by third parties, resulting from your breach of any of these representations or warranties.

You waive, release and forever discharge us and any of our subsidiaries, affiliates, officers, directors, managers, members, shareholders, employees, representatives and agents from any and all rights, claims and liability relating to the use of the User Content in the manner contemplated above including, without limitation, any claims based on the invasion of privacy, commercial use of name or likeness and the right of publicity. We do not endorse or approve, and are not responsible for, any User Content.

If any User Content incorporates any content that we, in our absolute discretion, consider is inappropriate for inclusion on our website, we reserve the right to remove any content without consultation. However, we will use reasonable endeavours to consult with you prior to removing

content on any team, individual, community or other fundraising page. We also reserve the right to prohibit fundraisers who breach these Terms from using our website in the future.

Liability

Your use of our website is at your sole risk. The content and services are supplied to you on an “as is” and “as available” basis.

The content on our website is not comprehensive and is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and it is not advice. While we use reasonable endeavours to confirm the accuracy and completeness of the website content, we make no representation or warranty in relation to it, to the maximum extent permitted by law.

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent suffered by you or any third party, arising from or in connection with your or their participation in The Challenge, use of our website or its content, and/or any inaccessibility of, interruption to or outage of our website and/or any loss or corruption of data and/or the fact that the content is incorrect, incomplete or out of date. For the avoidance of any doubt, TPUC will not be liable for indirect or consequential loss or damage, including loss of profits, loss of any business opportunity and damage to computer equipment.

To the maximum extent permitted by law, you must indemnify and hold us harmless against any loss, damage or expense suffered by us arising from or in connection with your participation in the Challenge, your use of our website, or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations in these Terms, and survives the termination of these Terms. It is not necessary for us to suffer or incur any loss or damage before enforcing a right of indemnity under these Terms.

Jurisdiction

Your use of our website and these Terms are governed by the laws of New South Wales. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in

New South Wales, and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our website may be accessed throughout Australia and overseas. We make no representation that our website complies with the laws (including intellectual property laws) of any country outside Australia. If you access our website from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our website.

Intellectual Property Rights

Unless otherwise indicated, we own the intellectual property rights, including copyright, in our website and all of its content. Except as necessary for using this website on your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws, no material on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, altered, modified, performed in public, distributed or transmitted in any form by any process without our specific prior written consent.

You must not include any material on any fundraising page that infringes the intellectual property rights of others. For example, you may not include a trademark or copyright material without the written consent of the owners.

You acknowledge and agree that we may use, copy and edit, for our business purposes, any material or User Content submitted by you in connection with any fundraising page and that you agree to receive marketing content from us.

Credit Card Details and Unauthorised Use of Credit Cards

Any donations made through our website using a credit card are final. If you become aware that your credit card has been lost, stolen or is being used fraudulently, it is your responsibility to report the issue immediately to your financial institution.

We do not store your credit card details. We use the services of Stripe and PayPal which store your credit card data. We provide no warranty as to its safety or security and do not accept responsibility for any loss, damage or expenses suffered by the use of these facilities.

Links

For the convenience of our users FSHD Global Research Foundation site contains links and other pointers to websites operated by third parties. We do not control these websites and we are not responsible for their availability or their content or services and we make no warranty in respect of those links in this regard. You should make your own investigations with respect to the suitability of those websites and their content.

Competition details

Competition: Muscles for Muscles Squat Challenge

Promoter: FSHD Global Research Foundation (ABN 79128037614)
PO Box A296, Sydney South NSW 1235

Entry Period: The competition commences on the date published, and closes at 11.59pm
AEST on Wednesday 30 September 2020.

Eligibility: Entry is open to residents of Australia who are aged 18 years or over (Eligible Entrants).

Entrants must be registered participants in The Squat Challenge, which is to be conducted by the Promoter as a fundraising activity between 3/8/2020 and 31/9/2020 (Activity).

Competition Procedure: To enter, Eligible Entrants must participate in the Activity.

At the close of the Entry Period, the Promoter will award two (2) Prizes to the individual and team who has recorded the highest aggregated donations for the Activity (Winner).

In the event of a tie, the Promoter will determine the Winner based on the first (by date and time), single largest donation, as judged by the Promoter.

Prize and Prize Terms: The prizes are provided by a Third Party and determine the prize terms and conditions. Any questions about the Prize must be directed to the Prize Provider.

Prizes

1st place individual

5 nights accommodation in a 2 bedroom apartment at Wyndham Resorts Denarau Island, Fiji

1st place Team

\$1,000 Rebel Sport voucher

Prize Terms

The Prize must be organised with the Prize Provider to be fulfilled (i.e. the accommodation taken) within one (1) year of the publication of the Winner by the Promoter and is subject to availability.

The Prize may be transferred by the Winner to the Nominee as a gift only and not for any commercial or promotional activity.

The Prize is not redeemable for cash.

The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the Passenger accepting and/or participating in the Prize, except for any liability.

Club Wyndham Terms and Conditions

- Reservations are subject to availability. School holidays are excluded. Reservations for less than 7 nights must be booked within 9 months of arrival. There are exceptions based on different seasons, please ask your Reservations Consultant for full details.
- All bookings are subject to the Guidelines and Regulations as outlined in the Club Wyndham South Pacific Guidelines and Regulations and the Wyndham Vacation Clubs South Pacific Product Disclosure Statement at www.clubwyndhamsp.com/disclosure. Certificate is valid for one consecutive stay up to the number of nights gifted, with a minimum of 2 nights stay on weekends (ie. Friday/Saturday night stays). Additional nights may be available for purchase if a longer stay is desired. Subject to space and rental programs being available.
- Credits will expire 12 months from the issue date or as noted on the certificate.

- Sky, Grand and Presidential Suites are not available on this program, your Reservation Consultant will assist you in reserving the right size apartment for your stay.
- Maximum occupancy limit (note: not all resorts have all apartment sizes);
 - Studio: 2 people
 - 1 bedroom: 2 - 4 people
 - 2 bedroom: 4 - 6 people
 - 3 bedroom: 6 - 8 people
- This offer is limited to persons 18 year of age and older. Persons under the age of 18 years must be accompanied by an adult.
- Airfares, transportation, service charges, meals and items of personal nature are not included in this offer and are the responsibility of the guest. Any taxes payable will be collected at the Resort upon departure.
- Wyndham Destinations Asia Pacific and Club Wyndham South Pacific accept no responsibility or liability for any damages, expenses or inconveniences due to loss, injury or damage to any person or property for any cause whatsoever, as a result of acceptance or use of the voucher.
- In order to maintain apartments in 'like new' condition, smoking and pets are not allowed inside apartments. A credit card will be required upon check in for security deposit against damages to the apartment other than the normal wear and tear, as well as covering any other incidental costs incurred during your stay.
- Reservation confirmation and identification must be presented upon check in. Do not leave for your holiday destination until you have received your written confirmation.

Competition Terms and Conditions

The above information on how to enter and prize and competition terms (Competition Details) form part of these terms and conditions. Terms defined in the Competition Details have the same meanings when used in these terms and conditions. By participating in the Competition,

entrants agree to be bound by these terms and conditions. Entries must comply with these terms and conditions to be valid.

Directors, management, employees and their immediate families, of the Promoter, retailers, suppliers, associated entities, agencies, sponsors and partners, associated with this competition are ineligible to enter.

Prize

The Prize is subject to the terms and conditions of the Prize Provider. Any questions about the Prize must be directed to the Prize Provider.

The Promoter is not responsible or liable for any loss, damage or injury suffered by the Winner or any Nominee arising from, or in connection with, the Prize or the conduct of the Prize Provider.

In the event that the Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control the Promoter is not liable for any prize substitution or compensation to the Winner or any Nominee. The Promoter is in no way associated with the Prize Provider.

The Prize will be claimed within three (3) months of the close of the Competition. If the Prize remains unclaimed by the Winner it will be awarded to the Eligible Entrant who recorded the next highest aggregated donations for the Activity, as judged at the discretion of the Promoter.

The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Competition.

Use of Eligible Entrant's Personal Information

By entering this Competition, Eligible Entrants consent to their personal information being collected, used and stored by the Promoter for the administration and conduct of the Competition.

A copy of the Promoter's Privacy policy is available at <https://fshdglobal.org/wp-content/uploads/2019/06/FSHD-Global-Privacy-Policy.pdf>

Entry content

By entering this Competition, Eligible Entrants grant the Promoter a non-exclusive licence to use any content of or relating to their entry, or any part of the content of the entry, in any way the Promoter wishes (including modifying, adapting, copying, cropping, retouching, editing, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media for the purposes of the Promoter's business on its website, social media or in any marketing campaign, without payment to the Eligible Entrant of royalties or compensation. If requested by the Promoter, Eligible Entrants agree to sign any further documentation required by the Promoter to give effect to this clause.

By entering this Competition, Eligible Entrants consent to the Promoter dealing with their entry content in any way that may otherwise infringe the Eligible Entrants moral rights, and agree not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Promoter or its assigns, licensees or successors.

Publicity

Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a Winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome and/or participation in the Prize) and/or promoting any activities, products and/or services of the Promoter or the Prize Provider.

General conditions

The Promoter's decision as to the Winner is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.

Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter.

The Promoter reserves the right to request verification of the social media profile of Eligible Entrants and of the age, identity, residential address of winners and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this Competition. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.

The Promoter reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Competition has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.

Winners may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so by law, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:

- a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- b) any theft, unauthorised access or third party interference;
- c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- d) any tax implications; and/or
- e) the Prize or use of the Prize.

If for any reason beyond the reasonable control of the Promoter this Competition is not capable of being conducted as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, or amend these terms and conditions, unless to do so would be prohibited by law.

Terms and Conditions Enquiries

If you have any queries about our Terms and Conditions, please contact the FSHD Global Research Foundation on +61 2 8007 7037 or admin@fshdglobal.org.