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The use of this website is subject to the Terms of Use as detailed below in conjunction with our standard Terms and Conditions for the supply of Goods and Services which together constitute the full agreement between you the client and ourselves. By using this website, you acknowledge that you have read, accepted and agree to be bound by both of these sets of Terms and Conditions.

If you intend to transact through this website (i.e. purchase Goods and/or Services) then you warrant that you are at least 18 years of age, that you have the power to enter into this agreement and you acknowledge that this agreement creates binding and valid legal obligations upon you.

If you do not agree with or do not wish to accept the Terms and Conditions relating to this website, then please do not use this website. You are also advised that failure to accept our Terms and Conditions may result in your inability to access certain sections of this website.

Your continued use of the Site will constitute your acceptance of any changes. If you object to any changes to the Terms, your only remedy is to contact us at [admin@aqualification.com.au](mailto:admin@aqualification.com.au) and immediately discontinue your use of the products and/or services.

## Cookies

Our website uses a technology called cookies (a small element of data that our website may send to your computer) that may be used to provide you with specific information for the purpose of us tracking site usage and traffic. These cookies do not read your hard drive but may be stored on your hard drive to enable our website to recognise you when you return to the same. We use this to research our users' habits so that we can improve our online services. Our cookies do not collect personal information. If you do not wish to receive cookies, you can set your browser so that your computer does not accept them. We may log IP addresses (that is, the electronic addresses of

computers connected to the Internet) to analyse trends, administer the website, track users' movements, and gather broad demographic information.

## **Security**

As our website is linked to the Internet, and the Internet is inherently insecure, we cannot provide any assurance regarding the security of transmission of information you communicate to us online. We also cannot guarantee that the information you supply will not be intercepted while being transmitted over the Internet. Accordingly, any personal information or other information which you transmit to us online is transmitted at your own risk.

## **Mailing Lists**

If at any time, you are on a mailing list of ours then you may request to be removed from the same and we will comply with your request if there is no unsubscribe button provided then please contact us with your request using the "Contact Us" section of this website.

## **Groups and forums**

If you participate in a discussion forum, chat room or webinar, you should be aware that the information you provide there will be made broadly available to others, potentially inside or outside Aqualification & Fitness, who have access to that discussion forum or chat room. Also, please recognise that individual forums and chat rooms may have additional rules and conditions. Each participant's opinion on a forum or chat room is his or her own and should not be considered as reflecting the opinion of Aqualification & Fitness. Please be advised that for any forums or Webinars you attend, recordings can be enabled by a meeting or webinar host. By signing up for any of Aqualification & Fitness, or any other host authorised by Aqualification & Fitness, webinar services or otherwise using them in any way, including without limitation by attending any Aqualification & Fitness meeting or webinar, you expressly acknowledge that we may make and store Recordings for meetings or webinars, and may make such recordings available to hosts and other Attendees at the direction of Aqualification & Fitness. If you do not want to be recorded, you can choose to leave the meeting or webinar.

## **Returns, Damaged or Defective Goods**

Our policy in relation to Returns, Damaged or Defective Goods shall be as specified in our standard Terms and Conditions for the supply of Goods and Services. We shall not accept returns for change of mind or if you make a

wrong decision unless due to our negligence or incorrect information supplied by ourselves.

## **Copyright and Trademarks**

The contents of this website are at all times the copyright or trademark property of either ourselves, our suppliers or linked third parties and you may not distribute, reproduce, display, publish any trademark or other content of this website for any purpose whatsoever without the prior written approval of us, our suppliers or linked third parties (each as applicable). Furthermore, you agree to indemnify us against any claims, costs, damages or losses incurred by us should you fail to comply with clause.

## **Advertisers and Linked Sites**

The display on our website of any advertiser or the provision of a link to third party websites does not constitute our endorsement of either the advertiser or third party provider or any of their website content or business practices. As we do not have any control of the content of any third-party websites, access to such websites is at your sole risk and we recommend that you thoroughly review the terms and conditions of use and the Privacy policies of any third-party website immediately once you access such a site.

We shall accept no liability regarding any dealings, promotions or activities between yourself and advertisers or third party providers.

## **Specifications and Information**

Specifications and information provided on this website are given in good faith based on our knowledge, experience, or information provided to us by manufacturers and/or suppliers, or derived from sources believed to be accurate at the time the information is received by us, therefore it is recommended if you have any concerns as to the suitability of Goods or Services provided through this website in respect of the use of the Goods or Services or their suitability for a particular use that you contact us or seek external professional opinion.

You acknowledge and accept that colours of items displayed on the website may not reflect the true and actual colour of such items as this may be affected by external influences such as the quality of images supplied to us for use, or the quality, age or settings on your monitor. If colour is a major factor in your decision making we recommend you contact us before purchase.

## **General Disclaimer**

All Aqualification & Fitness products and services are intended for general education and information purposes only. Nothing on this Site, or any of the content provided to you by us during our provision of the products and/or services, purports to offer legal, medical, tax or other professional advice. Use caution and always seek professional advice before acting on any information that we provide.

Aqualification & Fitness provides support, guidance and tools for you to set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your dedication, participation, desire, and motivation.

Any testimonials and examples within our marketing materials are not to be taken as a guarantee that you will achieve the same or similar results.

You acknowledge and agree that Aqualification & Fitness, its directors, principals, employees and representatives are not responsible for decisions that you may make nor losses that may arise out of any business or personal decision made by you at any time.

### **Earnings and Income Disclaimer**

Aqualification & Fitness cannot and does not make any guarantees about your ability to get results or earn any money with our ideas, information, tools, or strategies. You acknowledge that there is an inherent risk in any business enterprise or activity and agree there is no guarantee that you will earn any money as a result of your purchase of our products and/or services.

Any financial representations referenced by us on the Site, in our videos, forums or during the provision of our services are illustrative of concepts only and should not be considered as promises for actual or future performance.

### **Registering your Details**

Before you purchase our products and/or services, you must register an account with us.

You must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform us of any changes to your registration information. We may at any time request a form of identification to verify your identity.

If you are a registered user or member to this Site, you acknowledge and agree that:

- You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (Password);
- You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (Password);
- You will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
- You will immediately notify us if your Password is lost or becomes known to any other person
- You are solely responsible for all access to and use of this site via your Password, whether such access or use is by you or any other person; and
- Any information you provide to us for posting or inclusion in our Aqualification & Fitness Community, at any time, becomes our property.

To the extent that you provide personal information, Aqualification & Fitness will treat such information strictly in accordance with its Privacy Policy.

You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must notify us immediately if they become aware of any unauthorised use of your registered details.

Where a member service is for one user only, you will not let any other person use your Password or any registered user or member services.

## Your Obligations

When using our products and/or services, you may be given access to Facebook groups, other online or in person forums (Aqualification & Fitness Community) or events in which you may post comments, photos, messages or other material (Your Content). When posting Your Content, you agree that you will not post or otherwise publish through this Site or our Aqualification & Fitness ® Community any of the following:

- Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.

- Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
- Information that includes personal or identifying information about another person without that person's consent.
- Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us.
- Any information or content that impersonates any person or entity.
- Any material, non-public information about companies without authorisation to do so.
- Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).

By posting or otherwise publishing Your Content on our Site or Aqualification & Fitness Community, you:

- Grant us a non-exclusive, worldwide, royalty-free, perpetual, license to use, reproduce, edit and exploit Your Content in any form and for any purpose;
- Warrant that you have the right to grant the above licenses;
- Warrant that Your Content does not breach these Terms; and
- Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

We reserve the right (but have no obligation) to:

- Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
- Monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

## Code of Conduct

Our Site and Aqualification & Fitness Community is a space for learning and is a pitch-free, solicitation-free and sales-free environment. Whilst using this Site and/or our Aqualification & Fitness Community, we ask that you not:

- Contact anyone who has asked not to be contacted.
- Collect personal data about other users for commercial or unlawful purposes.
- Infringe other user's privacy rights.
- Violate the intellectual property of others.
- Post anything that contains software viruses, worms or any other harmful code; or
- Use manual or automated software, devices, script robots, other means or processes to access our Site or any related data or information.

Please see our Aqualification & Fitness Community Guidelines in the appendix to these Terms for more information.

## Confidentiality

We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, Confidential Information) and by using our products and/or services, you agree to respect the same rights of the other Aqualification & Fitness product and/or services participants (Participants) and representatives of Aqualification & Fitness.

You agree:

- That any confidential information shared by Participants or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to us.
- Not to disclose such information to any other person or use it in any manner other than in discussion with Participants during training sessions.
- That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.
- That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.

- While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of the Participants in the strictest of confidence.

## Copyright and Trade Mark Notices

All material on this Site, in our Aqualification & Fitness Community or otherwise delivered by us by us including (but not limited to) course content, text, graphics, information architecture and coding (Our Content), is subject to copyright. While you may access, browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior express written permission if you'd like to use, copy, record or reproduce it. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights and is strictly prohibited.

You acknowledge that you do not acquire any ownership rights by using the Site or Our Content. The trademarks, logos, and service marks displayed on our Site are the registered and/or unregistered trademarks of Aqualification & Fitness. The trademarks whether registered or unregistered, may not be used in connection with any product or service that does not belong to Aqualification & Fitness, in any manner that is likely to cause confusion with customers, or in any manner that disparages Aqualification & Fitness.

Nothing contained on this Site or in our Aqualification & Fitness Community should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade mark without our express written permission. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Aqualification & Fitness will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

## On-Line Ordering

Display on this website does not guarantee the availability of any particular Good(s) therefore all orders placed through this website shall be subject to confirmation of acceptance by us. Orders for Services shall be subject to confirmation of suitable timeframes between you and ourselves for provision of the Services.

## Financial Terms

The cost, cancellation and refund, if any, details of our products and services are set out below:

If you qualified to receive a complimentary private consult with Aqualification & Fitness in the first 30 days after purchasing your product/service, attend your consult and then request a 30-Day refund, you will be required to pay the \$500 USD rate for your consult with Joy. This amount will be removed from your refund return.

Each refund request will be assessed on a case-by-case basis and when genuine value has not been received or isn't able to be received, refunds will be granted at the discretion of the Aqualification & Fitness team. Invoices for any Aqualification & Fitness program are automatically generated and can be requested at any time by emailing [admin@aqualification.com.au](mailto:admin@aqualification.com.au). Some of our payments are operated through an online and automated billing system (Online Payment). Where your payments are made via Online Payment:

- You agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us on their scheduled due dates.
- If payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account without need for notification at a future date.
- Where another agent or enterprise is debiting funds pursuant to an arrangement entered into with us, you also affirm the same rights and undertakings explained in these Terms to them.
- We reserve the right to suspend or terminate any product or service, at our discretion, if payment is defaulted.
- We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.
- We reserve the right to inform credit watch monitoring services of ongoing defaults trends or payment-avoiding strategies employed where we deem it is appropriate.
- We endeavour to work with clients who have financial difficulties to ensure actions such as those listed above do not happen. If you are having difficulties or require a payment plan, please contact us.

In circumstances where we invoice you for payment, payment is due and payable by the payment date noted on the invoice. Failure to make payment by the payment date may lead to suspension of use of our product and/or services.

From time to time, Aqualification & Fitness may offer members the opportunity to purchase additional products and services at a discounted rate. To be eligible for this discount, you must be an active member in good standing at the time of purchase.

## **Changes to Terms and Conditions**

We reserve the right to change any of the Terms and Conditions displayed on this website (including our Privacy Policy) at any time by notifying you through this website that we have done so. By continuing to use this website it shall be deemed that you agree to be bound by the amended terms and conditions as notified and posted on the website.

## **Continuous Service**

Due to the inherent nature of websites we cannot guarantee uninterrupted or continuous availability of this website and you accept that the website may also be unavailable from time to time for maintenance or scheduled upgrades. Where able we shall give you advanced warning of the same. We shall accept no liability in relation to website downtime whether scheduled or otherwise.

## **Termination of Use**

These terms and your access to our website may be terminated by us (at our sole discretion) at any time without notice or any requirement to give you a reason why. In the event of termination under this clause we shall have no liability to you whatsoever (including for any consequential or direct loss you may suffer).

We reserve the right to suspend or terminate your use of the Site, the Aqualification & Fitness Community or our products and/or services generally, if you breach any of these Terms, as determined by us in our sole discretion. Refunds are not provided for our products and/or services, including where you have been given access to Our Content or our Aqualification & Fitness Community, whether accessed by you or not, unless we are in breach of the Australian Consumer Law, as set out in Schedule 2 to the Australian and Competition Act 2010 (Cth).

## **Liability is Limited**

The disclaimers, liability limitations and indemnities within these Terms do not exclude rights that by law may not be excluded. Such rights include, but are not limited to, those rights under the Australian Consumer Law. We do

not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our Site, Aqualification & Fitness Community or Our Content.

In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or reliance upon this Site, Aqualification & Fitness Community or Our Content.

These limitations and terms include (but are not restricted to) loss or damage you might suffer as a result of:

- Reliance on the completeness, accuracy, suitability or currency of information, products or services irrespective of any verifying measures taken by us (including third party material and advertisements).
- Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records.
- Accessing websites or servers maintained by other organisations through links on our Site, Aqualification & Fitness Community or products or services. Links are provided for convenience only. We do not endorse linked websites nor their products and services and you access them at your own risk.
- The use of credit card or other financial information, failure to complete (or delay in completing) any transaction, or other loss or damage arising from any transaction made or attempted on our Site.

## Your Indemnity

You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or us as a direct or indirect consequence of using or attempting to use our information, products, services or any breach by you or your agents of these Terms. We are not responsible for, and expressly

disclaim all liability to the fullest extent permitted by law, for damages of any kind arising out of use, reference to, or reliance on any information contained within our Site, Aqualification & Fitness Community or through use of our products or services.

## **Affiliate Disclosure**

As affiliates of certain products and services we may receive compensation for recommending and promoting products/services linked to from this Site or via our Aqualification & Fitness Community.

## **No Assignment**

You cannot transfer or assign your Aqualification & Fitness membership without Aqualification & Fitness' prior written consent. We may assign or transfer our obligations under these Terms at any time, subject to giving you four (4) weeks prior notice in writing.

## **Jurisdiction**

This website (excluding any linked third party sites) is controlled by us from our principal business premises in Australia. It can be accessed from countries around the world to the extent permitted by the website. As each country has laws that may differ from Australia, by accessing this site, you agree that the laws and statutes of Australia shall apply to any dealings, actions or claims arising out of, or in relation to, this agreement, or your use of this website, irrespective of any conflict with any laws and statutes applicable to your country of domicile.

You further acknowledge and agree that the filing of a claim against us (if any) must be made in the State of Australia in which our principal business premises in Australia is domiciled, and that any legal proceedings will be conducted in English.

We make no representation that Goods or Services offered through this website are appropriate, available or suitable for use in countries outside of Australia, and accessing any material or content from, or through, this website which is illegal in your country of domicile is strictly prohibited.

## **Community Guidelines Appendix**

We want people to feel safe when using our groups and forums. For that reason, we've developed a set of community guidelines, outlined below. These policies will help you understand what type of sharing is allowed in our private groups and communities, and what type of content may be reported to us

and removed. Because of the diversity of our global community, please keep in mind that something that may be disagreeable or disturbing to you may not violate our community guidelines.

Business owners of all levels are welcome here.

### **Keep it respectful**

Comments that are inappropriately negative, rude, or attacking will be deleted, removed, or we will ask you to revise your thoughts. Everyone is here to learn and grow, so anything violating that will be removed.

### **No pitching to the group**

We have a strict 'no shopping for customers' policy in our groups. This includes pointing people to blog posts with your offers/affiliate offers and publicly asking members to join your own Facebook groups or communities. Be cautious of unsolicited private messages to group members. If we get multiple complaints that you or someone else is using private messages to make unsolicited pitches to members, you may be asked to leave. You should view the group as your peers, not your leads.

### **No gated content**

Content posted in the groups cannot be used to harvest leads in any way. If you need a feedback or a review, post the direct PDF, document, or screenshot. Don't require people to opt-in to view.

### **Respect confidentiality**

Content gathered in our Aqualification & Fitness Community groups cannot be collected, repackaged, and/or shared outside the group. Every member of our communities has a right to privacy and the right to feel safe that their questions, answers, and experiences remain privy to group members only.

### **Keep it on topic**

We reserve the right to remove posts based on off-topic content or offensive content.

### **Partnering with other members**

Access to this group does not mean that Aqualification & Fitness and or The Joy of Aquatics, Billabong Dreaming endorses anyone's products or services. Please be cautious and do your due diligence when partnering with anyone in the group – don't assume everyone is trustworthy.

### **Report posts that are breaking group policies**

Due to the large amount of people in our groups and communities, it's sometimes difficult for us to catch everything. If you see a post that is questionable, please report it, tag our community manager in the comments, or reach out to our community manager directly via private message so our team can review them.

## Breaking the rules

If you are deemed to be breaking the rules of the group, Aqualification & Fitness, the Joy of Aquatics and Billabong Dreaming reserves the right to remove you from the Facebook group that the offending behaviour has occurred within.



Terms & Conditions and Privacy Policy for Aqualification & Fitness (A&F)  
EVENTS: Aqua Retreats/Ladies Nights/10 Days of Aqua/Golf Tournaments  
etc.

Version: January 2020

I Hereby confirm the following:

The following are the terms and conditions of entry for the above mentioned events and possibly others as they arise. These terms are not negotiable and by accepting an entry to the event via A&F website's registration system or by registering in person at the event, you are hereby acknowledging your acceptance of our terms and conditions (for participants under 18, a parent or guardian must accept).

**WARNING:** This is a legal document that affects your rights, if you are uncertain or uncomfortable with any of the conditions of registration then we recommend that you obtain advice to ensure you understand and accept the conditions before accepting.

1. I, the participant in the event acknowledge and agree that these terms and conditions are subject to change from time to time at the discretion of A&F and without notice to me (the participant).
2. I am electing to participate in the event at my own risk. I acknowledge that this event involves risk of serious injury, loss of life /death from various causes including but not limited to over exertion, equipment failure, dehydration, heart attack, accidents with other competitors, spectators, members of the public, course conditions, weather conditions and other unforeseen causes.
3. I am aware that the Civil Liabilities Act restricts my ability to claim for events where I train and compete at my own risk and in that regard I confirm that I release and discharge A&F its servants and /or agents from any liability whatsoever that may arise as a consequence of my entering and /or participating in this event.
4. I am a competent and capable swimmer. I understand that I should not participate in this event unless I am in a fit state to participate safely. I understand that I should not participate in this event unless I have prepared and trained appropriately for it. My physical condition has been verified by a medical practitioner and qualified swimming teacher or coach and I confidently believe that I am sufficiently fit and healthy to compete in this event and that I am able to tread water in a fatigued state for at least three (3) minutes.
5. I agree that the terms and conditions contained in this entry form shall be construed broadly to provide a release, indemnity and waiver to the indemnified parties of any liability for loss, injury or other damage to personal property to maximum extent permitted by law.
6. I am swimming at the event for my own benefit and /or my own reasons and I completely understand that this is my own choice and at my own risk, and I will not hold A&F or any of its members, servants or agents liable for any personal injury, permanent injury, loss of life or loss of property and in any way arising as a consequence of participating in this event.
7. By participating, I accept all risks that could occur from participating in the event including loss of life or permanent injury. Accordingly, I hereby release and discharge A&F or its members, servants, agents, as well as persons or corporations associated directly or indirectly with the conduct of the event from and in respect of all or any

claims, demands, actions, proceedings, judgements, liabilities, loss, damages, costs and expenses arising from accident, injury (whether or not fatal), illness, death, loss of life or damage to any person or property whatever in any way arising as a consequence of my participating in this event and I hereby indemnify them against all liability (including liability for their negligence and the negligence of others). This release extends to A&F and their respective directors, partners, managers, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the event, the owners, licensees and occupiers of land upon which the event or any part of it is conducted, any statutory body or local authority having control over any land upon which the event or any part of it is conducted or which is involved directly or indirectly with the event in any manner whatsoever and promoters, sponsors and event organisers. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns.

8. The event reserves the right to recoup from the participant any costs associated with a search and rescue if the participant has failed to notify officials that they have withdrawn from the event.
9. I am aware that the event takes place in an open water area and that the safety precautions undertaken by organiser, A&F (such as course supervision and event-safety briefing) are a service to me and other competitors but there have been no guarantees made to me by A&F as to my safety or otherwise. The event's General Warning – Swim at your own risk. Potential for submerged objects, marine creatures, serious injury or even death from various causes including overexertion, equipment failure, dehydration, heart attack and/or accidents with other competitors.
10. I accept that I have an important responsibility to read and listen to all pre-event safety briefings and to immediately seek clarification from an event official on anything which is not entirely clear to me. I accept full responsibility to inform myself of dangers, hazards and risks of entry in the event and I rely solely on my own assessment of these dangers, hazards and risks before participating in the event.
11. When registering for the event I provided my past and present medical and/or physical conditions from which I suffer that might affect my performance or be relevant if medical or physical

treatment is needed/necessary. I accept risk of competing, despite these conditions.

12. I agree that it is my responsibility to maintain my safety, health and wellbeing and to advise event organisers if any information on my entry form needs to be updated e.g. medical conditions, emergency contact details.
13. I consent to receiving any medical treatment including ambulance/boat/helicopter transportation which may be deemed necessary during or after the event by event organisers, first aid providers/assistants, beach or water safety patrol personnel. Event organisers and water safety have authority to remove a participant from the event (swim) without reason. I agree that I am responsible for the cost of any medical treatment that I require. I agree to the release of any medical information or records necessary for treatment.
14. I understand that if I am entering a swim distance longer than what I have achieved in the last 6 months, it is the recommendation of A&F that I complete the swim distance in a supervised pool or at a supervised and safe open water environment prior to undertaking the event.
15. I understand that the organisers will try to provide an accurate course distance but the distance may vary due to tidal factors, ocean conditions, risk management measures and safety advise. All swimmers must swim the prescribed course.
16. I agree to abide by and accept all the event rules and directions issued by the event organiser. These will be provided to competitors ahead of the event. I agree and accept that the event committee, organisers or director may, at its absolute discretion, vary the rules and regulation of the event without prior notice to me.
17. I agree to abide by all directions issued by the event organiser and race director. All decisions of the race director are final. All persons are to behave in a sportsman like manner.
18. I agree to abide by and follow the Swimming Australia Safe Sport framework and conduct myself in an appropriate manner at all time, whilst at A&F events.
19. I agree to wear the prescribed swimming cap and a swim-tow if provided by the event organiser.

20. I am fully responsible for the security of my personal possessions at the event. A&F will not be liable for replacement of any personal possessions. I accept the organisers will take all care but are not responsible for damage to or loss of personal possessions.
21. I hereby grant full permission to any and all of the above parties to free use of my name, image and likeness before, during or after the event for promotional purposes in any marketing media, social media, official sponsor campaigns and for broadcasting and reporting purposes, including but not limited to any photographs, videotapes, motion pictures, website images, recordings or any other record of this event. I also understand that information of biographical nature, including my name, date of birth, home state, results and interests may be released to the media in response to general requests.
22. I understand that compulsory insurance cover effected for participants in the event may not cover me for any or all injury, loss or damage sustained by me.
23. If I cannot take part in the event, my registration is not transferable to another event or person.
24. If I cannot take part in the event or the event is cancelled, my registration fee is non-refundable.
25. I consent to A&F to provide my personal details to a professional photography company if they are contracted by A&F to take professional photographs of participants at the event. The contracted company may contact me via email to alert me when photos from the event are available to purchase.
26. I agree to my name and contact details being included on the A&F/Aqualification event and email database. Event specific communications and messages from event partners will be sent to me. I have the ability to unsubscribe from this at any time.
27. I acknowledge that by reason of circumstances beyond the control of the event organisers, it may become necessary or desirable to change the format of the event, and if that occurs, I consent to the changes and I agree that each and every one of the conditions herein set out shall apply to that changed event.
28. Due to the committed outgoing costs, if the event is cancelled due to flooding, cyclones, heavy winds, torrential rains, dangerous surf conditions, water quality, marine creatures or other 'acts of God'

conditions, I understand that my entry fee will not be refunded and that the event may be cancelled without notice.

29. I agree event organisers may change the event format, course, start times or other race conditions at their discretion. If that occurs, this agreement applies to the changed conditions.

30. I acknowledge and agree that should the event be cancelled or postponed at any time before the start, the course/event is closed; that no event support or water safety will be provided by A&F, clubs or organisers for any person/s deciding to swim in or about the course/location after cancellation or postponement; that any such activity is entirely at the swimmer's own risk; and that no responsibility will be taken by the organisers and/or club for any injury or loss of life arising from such activity.

31. I hereby understand and acknowledge that A&F reserve the right to refuse service to anyone for any reason at any time, even if my registration is accepted. A&F and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, and/or cancel service requests or memberships in its discretion, including, without limitation, if A&F believes that a User's conduct violates applicable law or is harmful to the interests of A&F and its affiliates.

32. I hereby certify that the participant is the minimum age or older as specified for my chosen event. The minimum age will change dependent on the event. Aquatic Retreats/Ladies Nights: 18 years old;

33. I hereby certify that I am 18 years of age or older. If I am younger than 18 years of age, I will have these terms and conditions viewed and agreed upon by my legal guardian via the online entry process, this will in effect give consent for me to compete in the event.

Participants under the age of 18 wanting to compete in this event should have a high level of ability and fitness in their chosen event. Parental guidance is required.