

# **Ignite Your Fight (IYF)**

## **Full Terms and Conditions**

### **Definitions:**

In these terms and conditions:

‘IYF’, ‘we’, ‘us’, ‘our’ means Ignite Your Fight (ABN 55 647 011 818)

‘you’, ‘your’, ‘customer’, ‘competitor’ means the person or organisation, or entity using the website, or applying for, or participating in an Ignite Your Fight program.

‘Program’ means each individual part of, or all of the program offered by Ignite Your Fight Licensees, including the orientation, selection processes and the finales.

‘Other Websites’ means websites owned, operated, or run by third parties.

‘Our Website’ means the websites owned, operated, or run by Ignite Your Fight.

‘Ignite Your Fight Nutrition Guidelines’ means the nutrition suggestions provided by Ignite Your Fight.

### **Use and Participation**

By using Our Website, submitting enquiries, accepting invitations to and/or participating in the Program (orientation, training, fight camp or the finale), you are accepting these terms and conditions in full. If you do not accept these terms and conditions, then please do not use Our Website, submit enquiries or accept invitations to and/or participate in the Program (orientation, training, fight camp or the finale).

### **Links to other websites**

We may provide links to Other Websites through Our Website. Please note that these websites are owned and / or operated by third parties. As a result, we have no control over the content, functionality, performance or non-performance of these websites. Just because we are providing a link to the third party website does not mean we endorse or support these third party websites. All use of these websites is at your own risk and you should assess the risk prior to using those websites and by reviewing their terms and conditions and privacy policies.

## **Orientation and assessment**

The coaches will assess all attendees to the Orientation. They will decide who is successful from the orientation. The decision will be based upon your application, previous experience, and your ability to take direction. The coaches' decision is final and no correspondence will be entered into regarding their decision. The coaches' decision usually takes place within a few days of the tryout occurring.

## **Online Application**

The application form is on Our Website. Completing this application will require personal information about yourself, which will be treated in accordance with our Privacy policy. Once you've completed an application on Our Website, you will be sent an email with details of when and where the orientation is to be held, what to bring and to expect at orientation, final costs of the Program, and expected training times and start dates.

## **Invitation to participate**

Once the coaches have decided who were successful in the orientation, the successful competitors will be forwarded a further email inviting them to sign up for the Program. At this point, if you are successful, you need to make the decision to commit to the Program or not. Once you reach this point, we are committing to you for the 12 weeks, and we expect the same commitment in return.

## **Price and Payment**

Prices vary slightly depending upon time and date you sign up. Prices will also change depending upon how many payments you would like to break it into.

The price for your series will be notified to you in all the email communications about your series, so you will know how much it costs before you have to commit to orientation or the series. Upon signing up, you will be asked to pay the full fee and then you have the option of paying the balance in one additional instalment. If you choose the split instalment option, then you will pay slightly more.

Your Program fees cover the full 12-week training program with high-level coaching, access to the training facility for the duration of your sessions, nutritional advice during the program, a full kit of Muay Thai equipment which includes shirt, shorts, shin guards, head guard, gloves and hand wraps, plus access to our Participants Series Facebook page.

With the Ignite Your Fight held at VT1 Academy who is recognised by the Muay Thai Australia(MTA), this enables anyone wishing to continue training, as well as competing, the ability to do so under the MTA banner, and ultimately if they choose to dedicate themselves to the sport, compete on a national and even international stage with the honour of representing their country in the world championships.

Payment will generally be made online, through our secure online payment gateway and Stripe. We do not hold any credit card information submitted through our payment gateway. If credit card information is submitted, this is encrypted and directly exchanged with the payment gateway who will store it securely.

If payment is not made on time, then we reserve the right to offer your place in the Program to someone else, or to remove you from the Program.

### **Offer, Acceptance and binding contract**

If we have invited you to take a place in the Program, you do not have to accept this offer. Once you have accepted the offer (invitation), then a binding contract exists between you and Ignite Your Fight, and the fees and the 12 weeks are the minimum fees and term required to be paid for, even if you choose not to turn up.

As Muay Thai is a contact sport, you will need to complete a waiver of liability form from us before being allowed to take part. If you accept the Muay Thai bout which we will arrange for willing participants at the end of 12 weeks, you will have to register with Combat Sports Authority NSW (CSA) as a combatant before the bout 5 weeks before at your own cost. The waiver and registration will form part of your acceptance of the offer.

### **Other costs**

You will need to factor in additional costs yourself such as additional Ignite Your Fight merchandise if desired - extra training gear, a mouth guard, medical clearance prior to your fight and registration with your local combat authority. If you want people to come and watch you fight at the finale, then there will be costs for those tickets.

### **Refunds, Cancellation and the Competition and Consumer Act**

Nothing in these Terms and Conditions limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law ("ACL") (or any liability under them) which by law may not be limited or excluded. If you are a "consumer" under the ACL, the following notice applies to you:

Our services come with warranties and guarantees that cannot be excluded under the Australian Consumer Law ("Consumer Guarantees"). You are entitled to a replacement or a refund for a major problem meeting a consumer guarantee and for compensation for any other reasonably foreseeable loss or damage. You must give us an opportunity to fix any minor problems in meeting a consumer guarantee within a reasonable time. If we refuse to fix the problem or take too long, you can get someone else to deliver the service and ask us to pay reasonable costs; or cancel the contract and get some or all of your money refunded.

Due to the capped number of places available in the Ignite Your Fight Program, there are limited circumstances in which you are eligible for a refund:

- Prior to the Program commencing, if you have advised us, we can provide a full refund of any fees paid, including the Registration Fee.
- If the Program has commenced, there is a minimum charge of 35% of the total fees PLUS a pro-rata amount for the training that has been received. This pro-rata amount is calculated as 65% of the

program fees, divided by 12, multiplied by the number of weeks of training attended. To be clear, if you have set up a split payment plan, this may mean you still owe further fees at the time you withdraw from the Program.

- If we are unable to run the Program at all in your location, we will refund you the full fees paid, inclusive of the Registration Fee.
- If we are unable to run the entire Program in your location, and cannot provide another suitable gym, then you will be eligible for a refund as per the pro-rata terms described above.
- If an injury prevents you from continuing in the Program then you will be eligible for a refund as per the pro-rata terms described above, Ignite Your Fight will retain the minimum charge of 35% of the total fees plus the pro-rata amount of training that has been received prior to the injury.
- To apply for a refund please contact us via email at [info@igniteyourfight.com.au](mailto:info@igniteyourfight.com.au)

Under the Competition and Consumer Act we guarantee our recreational services are:

- Provided with due care and skill
- Fit for any purpose you have told us you are using the services for or for a result which you have told us you wish to achieve.
- Supplied within a reasonable time.

However, under certain legislative provisions, we may ask you to agree that these conditions do not apply to you. If you sign the agreement, you will be agreeing that your rights to sue us are excluded, restricted or modified as set out in these terms and conditions. This applies if you are injured (including injury that results in death) because the services were not rendered with due care and skill, or they were not reasonably fit for their purpose.

This change to your rights does not apply if your death or injury is due to our gross negligence. Gross negligence is defined in the Fair Trading (recreational services) Regulations 2004.

**Merchandise** “Our goods come with warranties and guarantees that cannot be excluded under the Australian Consumer Law (“Consumer Guarantees”). You are entitled to a replacement or a refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.”

## **Ignite Your Fight**

Safety is our number one priority so we need to ensure everyone follows the rules:

The minimum age for a competitor is 18 years of age

On the day you accept our offer, and each time you participate in the Ignite Your Fight Program, you promise us that you are in good physical condition, and you know of no medical or other reason why you cannot or should not do passive or active exercise.

Despite our expert coaching experience, our staff and the Ignite Your Fight licensee’s staff are not medically trained (with the exception of 1st aid ). They are not qualified to assess if you are in good physical condition

and can exercise without risking your health, safety or comfort. You will be pushed in the Ignite Your Fight Program. If you have any doubts, we strongly urge you to seek expert advice before starting an exercise program.

You will also need to clear a medical check prior to being able to compete at your finale. You will be assisted in organising the medical check by the Ignite Your Fight Licensee, but the cost of the clearance/Doctors will be yours. Including registering with your local Government body (NSW: NSW combat sports authority )

Muay Thai is a sport founded in discipline, respect and tradition. The ethos of the Ignite Your Fight family wholly supports and demands discipline and respect from the competitors. We expect you to follow the disciplines set down by your coaches, and show respect to all involved in the Program, whether they are coaches or other competitors. Good natured banter between teams and opponents is allowed, but you must not behave inappropriately towards other competitors, our staff or the Ignite Your Fight Licensee staff including outside providers. Examples of inappropriate behaviour include verbal or physical intimidation, harassment, and discrimination on the basis of race, sex, age or any disability another person may have.

We can refuse access or entry to anyone if they act unreasonably or break the code/rules. If your behaviour does not correspond with the Ignite Your Fight family ethos, we will talk to you about this. We can cancel your participation in the Ignite Your Fight Program without warning if you behave in a way that is risky or seriously inappropriate, such as: threatening or harassing others, damaging equipment, using illegal or performance-enhancing drugs, instructing others when we have not authorised you to do so as that could put other competitors at risk. If your behaviour warrants such action, there is no compensation due to you for the cancellation of your Ignite Your Fight Program access.

## **Responsibilities**

### **Your Responsibilities**

In addition to your responsibilities listed throughout these Terms and Conditions, you are responsible for:

Ensuring that you know how to use the correct technique of any exercise we ask you to undertake. If you are not sure how to use the correct technique then you must ask the Ignite Your Fight coaches prior to undertaking that exercise.

Wearing suitable clothes for exercising. We do not allow clothes with offensive images or inappropriate advertising.

Making payment of the fees to participate in the Ignite Your Fight Program on time and when requested.

Telling us anything that affects your participation in the Ignite Your Fight Program, and any changes to your contact details.

Purchasing a suitable mouthguard at the appropriate time. Any contact session must be done with a mouthguard. No mouthguard means you will not participate. No Exceptions.

Allowing us to use your image, likeness or voice with no further compensation to you. We film and or photograph the Ignite Your Fight competitors during the Program and finales to varying extents. We use these images, films and sounds in promotional and other business-related material. These may be posted on social media, used on television or other electronic media such as the internet. By participating in the Program then you agree that we are granted a perpetual, worldwide, royalty and compensation free licence to use any film, photographs or sounds of you captured during the Ignite Your Fight Program.

### **Limitation, Indemnity and Disclaimer**

**Liability:** Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law, including Australian Consumer Law. Nothing in these Terms affects your statutory rights, including your rights relating to the consumer guarantees applicable to the supply of services under these Terms.

Subject to these Terms and your statutory rights under applicable law, Ignite Your Fight will in no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the use of Our Website or Program (including the use, inability to use, reliance on, or the results of use of the Program or Our Website) for (a) any loss of profits, sales, business, or revenue; (b) loss or corruption of data, information or software; (c) loss of anticipated savings; (d) or any loss not arising naturally or not arising according to the usual course of things from the relevant breach or acts or omissions; (e) any indirect, incidental, special, exemplary, punitive or consequential damages or loss; even if Ignite Your Fight has been advised of the possibility of such damages or loss. Ignite Your Fight shall not be liable for delay or failure in performance resulting from causes beyond our reasonable control. In no event shall Ignite Your Fight's liability to you in connection with the use of Our Website or participation in the Program for all damages and losses exceed the value of the Charges, or \$2,500 whichever is lower.

**Indemnity:** You agree to indemnify and hold Ignite Your Fight and applicable affiliates, officers, directors, agents, and employees, harmless from and against any claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including legal fees on the indemnity basis, arising out of or in connection with: (a) your use of the Our Website or participation in the Program, or services or goods obtained through your use of Our Website or participation in the Program; (b) your breach or violation of any of these Terms, or the terms and policies it incorporates by reference; (c) Ignite Your Fight use of your likeness, image, sounds and video; (d) your violation of the rights of any third party, including Ignite Your Fight Licensees; (e) your violation of any law.

**Disclaimer:** Our Website and the Program are provided "as is" and "as available". Subject to applicable law, Ignite Your Fight disclaims all representations and warranties, statutory, express or implied not expressly set out in these Terms, including the implied warranties of merchantability, and fitness for a particular purpose. In addition, Ignite Your Fight makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability or availability of Our Website or the Program or any products or services requested through the use of Our Website or the Program, or that access to Our Website or the Program will be uninterrupted, or error free. Despite the compliance checks in place, Ignite Your Fight do not guarantee the quality, suitability, safety, or ability of Ignite Your Fight Licensees. You acknowledge and agree that the entire risk arising out of use of Our Website and the Program, and anything in connection with such use, remains solely with you.

## **General**

A failure or delay in enforcing compliance with any of these Terms or Condition shall not be a waiver of that Term or Condition, or any other Terms and Conditions in this document. The express rights and remedies provided in these Terms and Conditions do not exclude any other rights and remedies provided by law. This Agreement shall in all respects be governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the New South Wales, Australia, Courts.

Any failure to insist upon strict performance of a Term or Condition is not a waiver of any existing or future rights relating to that Term or Condition for any party.

If a court decides that any provision of these Terms and Conditions is invalid or unenforceable, then that Term or Condition will be deleted from the Terms and Conditions. The rest of the Terms and Conditions will remain as valid and enforceable.

## **Entire Agreement**

These Terms and Conditions are the entire agreement between the parties in relation to the Ignite Your Fight website, program, finale or anything else, and supersedes all other representations and agreements between the parties.

## **Applicable Law**

These Terms and Conditions are subject to Australian law and the jurisdiction of the NSW, Australia, Courts.

## **Changes to terms and conditions**

We reserve the right to vary these Terms and Conditions as we see fit. Therefore, please check back here regularly and prior to purchasing anything in order to make sure you are up to date with the latest version. We can vary T&C's at any time up until you agree to participate in the program, or purchase something. The T&C's applicable to you will be the version published at the time you used Our Website, or, accepted our offer to participate in the Program.

## **You cannot assign or transfer**

Given the nature of the selection process and the program, you cannot assign or transfer your rights to participate in the program to anyone.

We can sub-contract our obligations to someone else without notice. If we do transfer our obligations, we are still responsible for ensuring those obligations are met.

**Results**

No guarantee of results, especially given the nature of the challenge at hand. We can only guarantee that if you embrace the program wholeheartedly, you will feel different at the end of it.

**GST, Value-added or Sales Taxes**

When advised, your fees will include GST or local value-added or sales taxes. However, fees may change in line with any government GST, value-added or sales tax rate changes.