

Terms & Conditions

The Victory Lab

Please carefully read this important information about your Victory Lab registration and participation. By participating in a Session (defined below) you agree to be bound by these terms and conditions. With any contractual agreement, it is important that we outline the terms as simply and thoroughly as possible. Please take the time to read through these conditions carefully to avoid any confusion. It is important that the terms of the contract between you and us are clear and for this reason, if there is any conflict between what is set out in these conditions and anything you have been told by us or over the telephone, the conditions will prevail. Failure by us to enforce any of our rights at any time for any period shall not be construed as a waiver of those rights.

DEFINITIONS

- In these Terms and Conditions, the following definitions apply:

Where:

- Nathan Rennie, Head Coach and Instructor, provides the services during a Session, then “The Victory Lab” (ABN 38 773 398 169), “we”, “us”, “our” includes its directors and associates; or
- where Nathan Rennie and an Assistant Instructor and or a Guest Coach (or Guest Coaches) provide the services during a Session then “The Victory Lab” (ABN 86 584 235 505), “we”, “us”, “our” means the Coach/Coaches/Instructors.

“You”, “your” means the participant of Victory Lab skills sessions or rides (a “**Session**”) or where the participant is under the age of 18 on the date the Session takes place then “You”, “your” means the parent or guardian of the Session participant.

GENERAL TERMS AND CONDITIONS

- Prior to booking an in-person session, all riders must complete an assessment questionnaire, followed by a short online virtual consultation session (not by phone) to assess rider history and needs (this excludes program sessions under The Victory Lab Kids MTB Academy and the Lab Rats Racing Jr Development program in which case the initial assessment and consultation will be conducted in the first session of the series).
- Riders will receive the advertised Session duration by a qualified and experienced coach and or assistant instructor.

- Unless you give us no less than 48 hours' notice, if you are unable to attend a skills Session you will not be given a credit and all payments or deposits received shall be forfeited. This session can be rescheduled later, on a day agreed upon by both the rider and The Victory Lab.
- Where you would like to bring a replacement rider, or substitute your Session with a replacement rider then a replacement rider is permitted but you must notify us with replacement riders' names at least 24 hours before Session or clinic begins and these terms and conditions will apply to, and the replacement rider agrees to be, bound by these terms and conditions.
- All participants must wear recommended safety gear – see below.
- Where a rider is behaving in a manner which we believe to be inappropriate then we reserve the right to cancel a session after a session has commenced or expel any rider during a session. Where we expel a rider or cancel a session under this clause no refunds will be provided.
- Where a rider or parent/guardian (for riders under 18 years of age) are behaving in an inappropriate manner prior to the Session, during the booking and planning stage, we reserve the right to cancel a session or agreement with the rider. Where we terminate a session or agreement with the rider under this clause, no refunds will be provided.
- No rider shall use offensive language.
- The Victory Lab is an LGBTQIA+ safe space. Our mission is to foster an environment where everyone can thrive, feel safe and supported. Harassment and slanderous speech or behaviour will not be tolerated and any person(s) (rider, coach, parent, spectator, etc.) exhibiting such behaviour will be asked to leave immediately. This applies to all coaching sessions, skills clinics, virtual sessions, and the Victory Lab Pit Tent.
- If you register for a Session or program on behalf of a group, then each rider of the group, by engaging in a Session, agrees to be bound by these terms and conditions.
- We reserve the right for us to cease your participation in any of our activities if you fail to follow our safety rules or group agreement; or if you become agitated or aggressive towards staff or other participants or members of the public.

RISK IN UNDERTAKING A SESSION



- **ACKNOWLEDGEMENT** – You acknowledge that cycling involves a risk of injury and/or death and damage to property. It is your decision alone as to whether you participate in any Session and if you have any doubts as to your abilities or competence you should not participate in the Session.
- Further to the above, you understand that there is an inherent risk in undertaking a Session. For example (but not limited to):
 - you may be injured, physically or mentally, or may die;
 - your personal property may be lost or damaged;
 - other persons participating in a Session may cause you injury or may damage your property;
 - you may cause injury to other persons or damage their property;
 - the conditions in which the activity is conducted may vary without warning; and
 - on that basis you agree to assume the risk of, and responsibility for, any injury, death or property damage resulting from you participation in the activity.

EQUIPMENT

To reduce the risk of injury you agree to wear or bring the following equipment:

- Helmet – Australian Standard Approved (Full Face helmet for Freestyle and jumping)
- Off-road ready bicycle in good condition
- Water bottle – with at least 500ml of water in it
- Tools – multi-tool with chain breaker
- Pump
- Spare tubes
- Gloves noting that full-finger gloves are our preference
- Under 18 riders are not required to carry tools or a pump, however they are expected to carry spare tubes

WET WEATHER POLICY



- The Victory Lab is committed to your safety. If treacherous or unsafe conditions are predicted your Session will be cancelled via text message or phone call to your provided mobile 1 hour prior to commencing our Session. All cancelled Sessions due to wet weather will be rescheduled.

AMBULANCE & MEDICAL TREATMENT

- In the event of an emergency, you authorise us to request an ambulance on your behalf (and you agree to bear the expense of that ambulance) and you agree to receive (and bear the expense of) any first aid provided by a qualified or registered medical personnel.
- As a minimum requirement, the Head Coach or any coach working independently will have a current First Aid and CPR qualification and will have a First Aid kit and Snake Bite kit on their person at all times when coaching.
- All riders and participants will be required to complete The Victory Lab's online registration and consent form. For riders and participants under the age of 18, a parent or guardian is required to complete the form on their behalf. Any known medical conditions, recent surgeries or treatments must be listed in the "Medical Conditions" section of the form to ensure all coaches and instructors are aware and can ensure the rider or participant's wellbeing.
- If a rider or participant has an EpiPen, inhaler or any other medical aid, it is essential they always carry these items on their person during the session. In the event they do not have these items with them, The Victory Lab reserves the right to refuse their participation for that session, in which case the rider or participant will be eligible for a makeup session at a convenient time for both coaches/instructors and the rider/participant.
- The Victory Lab has undertaken formal training in coaching adaptive riders and athletes with disabilities (physical, intellectual, neurodivergent). The Victory Lab will discuss reasonable adjustments and additional support with both the rider and parent/guardian (if the rider is under 18).

INSURANCE

- All coaches will have insurance coverage which includes public liability insurance and personal indemnity insurance and will cover accidental injuries to the coaches and riders. To be eligible for compensation, the injury must be confirmed by a health professional. Insurance will cover all coaches and riders



when riding on any sanctioned or unsanctioned trail, provided it is within their skill level which will be assessed by the Head Coach at the start of a session. A safety assessment of unsanctioned trails will be conducted by Head Coach and Trail Builder Nathan Rennie prior to allowing riders to partake in the session.

- All coaches are indemnified for any injury or damage caused to participants or third parties.
- All coaches have the right to seek legal representation if necessary.

SESSIONS

- **PAYMENT** – A 50% deposit is required at the time of booking a session to secure the date/time. Full payment is to be made prior to the session by bank transfer. Alternative payment methods can be arranged if necessary. Invoices will be issued upon request. Cash is also accepted, however, only to pay the remaining session fee and not the deposit. For Group Skills Clinics, payment is made in full.
- **REFUNDS** – There is no refund of any prepaid coaching unless the Session is cancelled or if you can show, with supporting medical evidence that the program will cause you physical harm or result in physical injury to you or as otherwise required by law in which case the fee will be refunded to you for the prepaid component. The fee will be refunded after the end of the month in which we are provided in writing by you of such medical evidence from a registered medical practitioner. For Group Skills Clinics scheduled on specific dates, if a rider is unable to attend, 48 hours must be given to be given the option of booking into a Group Skills Clinic on another date or to receive a full refund. If a rider cancels less than 48 hours before the event, there will be no refund given, unless it is due to extenuating circumstances (medical or illness with medical certificate, bereavement, trauma).
- **DISCOUNTS** – The Victory Lab reserves the right to charge a 50% deposit prior to a session. The Victory Lab reserves the right to refuse requests for discounts. If The Victory Lab offers a discount, it is only if a minimum of 6 sessions is scheduled in advance. If less than 6 sessions are scheduled, or a trial session is requested, this will be charged at the full hourly rate which applies to all session types (private, semi-private, group). If a discount is offered, the rider must pay a 50% deposit or at the discretion of The Victory Lab on the bulk sessions booked (minimum 6).
- **TRIAL SESSIONS** – If a rider is interested in booking multiple sessions and requests a trial session before committing to a whole series of sessions, granting



of the trial session is at the discretion of The Victory Lab. If the trial session is granted, the cost is the full fee for the type and length of the session requested.

- **WARRANTIES** – You warrant to us that you:
 - do not suffer from any medical condition which may or could affect or adversely impact your cycling or you are undertaking a Session;
 - the bicycle and other equipment which you use will be serviced on a regular basis and will be always kept in good working order and condition. Head Coach Nathan Rennie reserves the right to inspect all equipment at the beginning of a session and can refuse to allow the rider to participate if their equipment is not safe;
 - will wear an Australian Standards compliant helmet securely fastened at all times during a Session and will always have a lit rear and front light on your bicycle whilst you are riding a bicycle for the period one hour after sunrise and one hour before sunset.
- **RELEASE AND INDEMNITY** – To the fullest extent permitted by law, you indemnify The Victory Lab and its directors, contractors and associates for any loss, damage or injury howsoever caused (including through our negligence), on a solicitor client basis, which you may directly or indirectly suffer in connection with, arising out of, or resulting from (without limitation):
 - Participating in any Session;
 - not being permitted to undertake a Session, or having a Session cancelled (for any reason by us);
 - your breach of this agreement; and
 - a contractual or negligence claim made by you or your parent/guardian arising from provision of our services.
- **CONTRACTORS** – Some contractors may be engaged as Coaches or Instructors to provide some, or all, of the services for a Session. Fees for services are paid directly to The Victory Lab. As indicated above, where a contractor provides you the services during a Session then the contract remains between you and The Victory Lab. You agree that any claim which you might have because of an act or failure to act by such a contractor, must be brought against, and will be the responsibility of, that contractor and not The Victory Lab. You hereby release, indemnify and agree to keep indemnified, The Victory Lab for any loss The Victory Lab suffers due to a claim made by you because of an act or omission by a



contractor. The Victory Lab will always assist, where possible, to resolve any conflict or issues with contractors.

- **IMAGES AND VIDEOS** – By completing the registration form and completing the photography consent section, you consent or do not consent to us using photos and videos of you in any promotion or other material in relation to the business without reference to you and without compensation or remuneration to you. If you do not complete the photography consent section of the registration form, by signing the registration form, you consent to photographs and video being used on social media (Facebook, Instagram), The Victory Lab website and YouTube.
- **YOUR PHYSICAL CONDITION** – You promise and represent on the date of the booking, and repeat such warranty and representation each time you participate in a Session, that you are in good physical condition and that you know of no medical or other reason why you are not capable of engaging in a Session or in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition. The Victory Lab coaches are qualified in First Aid and can provide proof of qualification upon request. You must not participate in Sessions whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other riders.
- **SESSION LOCATION** – The rider has the right to request a particular location for coaching sessions; however, The Victory Lab reserves the right to make the final decision on where the session will be held.
- **UNSANCTIONED TRAILS** – Due to the limitations of legal sanctioned trails in most areas in Australia, there will be times when certain skill sessions require riding on unsanctioned trails. The rider reserves the right to refuse to ride on unsanctioned trails, however if they do consent, they understand the risk and will communicate any reservations or physical limitations to The Victory Lab or Coach. In the event of riding on unsanctioned trails, The Victory Lab will assess and ensure the trail is safe to ride and will communicate any obstacles or difficult sections to the rider prior to any riding attempt. Head Coach Nathan Rennie is an experienced and qualified mountain bike trail builder and assessor.

Limitation of Liability

- Certain legislation including the Australian Consumer Law (**ACL**) in the Consumer and Competition Act 2010, and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies



relating to the provision of Services by us to you which cannot be excluded, restricted or modified (**Statutory Rights**).

- Our liability is governed solely by the Australian Consumer Law (ACL) and these terms and conditions. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights. Unless the Statutory Rights apply, the Services, and all other material and work is provided to you without warranties of any kind, either express or implied; and we expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.
- If your Statutory Rights apply because you are a consumer as defined in the ACL, then we guarantee that the Services:
 - we supply to you are rendered with due care and skill;
 - will be fit for the purpose that we advertise; and
 - will be supplied within a reasonable time.
- To the extent we are unable to exclude liability, our total liability for loss or damage you suffer or incur from using our Services is limited to us re-supplying the Services to you, or, at our option, refunding to you the amount you have paid us for the Services to which your claim relates.

Child Safety

The Victory Lab and Coaches/Instructors prioritise the safety of all children and follow the *Children and Young People Safe Practices (Sport Integrity Australia)* and *Child Safe Standards (Communities and Justice NSW)* which take a preventative and proactive approach to keep children and young people safe and creating a positive environment in sport. They set the standards of behaviour expected in sport and identify behaviour that may be harmful to children and young people. Failing to follow the Child Safe Practices is prohibited conduct under a Safeguarding Children and Young People Policy and the *Victory Lab's Code of Conduct*.

The Victory Lab's Head Coach will report suspected abuse or concerns through the eSafety Commissioner Sports Hub. In an event of a contractor or guest coach/instructor has a concern over the treatment of a child or young person, they are to report the concern to the Head Coach. The Head Coach will seek advice and guidance through the eSafety Commissioner and or report the abuse through the eSafety Commissioner Sports Hub.

- [Safeguarding Children and Young People | Sport Integrity](#)
- [How to recognise online abuse in sport | eSafety Commissioner](#)



- [Sports hub | eSafety Commissioner](#) (reporting abuse)
- [The Child Safe Standards | Communities and Justice](#)
- The Victory Lab Code of Conduct – refer to attachment 1.0

Coaching Qualifications

Head Coach:

- Head Coach and Instructor Nathan Rennie is a fully qualified mountain bike coach under AusCycling and also has the following certification:
 - ASAPD Disability Inclusion for Coaches
 - AusSport Community Coaching Essential Skills
 - Sport Integrity Australia Safe and Effective Coaching of Young Athletes in High Performance Sport
 - Sport Integrity Australia Creating an LGBTQIA+ Inclusive Club
 - Sport Integrity Australia Anti-Doping Fundamentals
- Head Coach Nathan Rennie has a current First Aid qualification and Working with Children Checks as follows:
FIRST AID: Surf Life Saving QLD: 11915809-7312248, expires 24-02-2027
Working with Children Check NSW: WWC3099866E
Working with Children Check QLD: 1608097/1
- Nathan Rennie is a full AusCycling and UCI member.

Tail Guide/Sweep/Assistants:

- Sarah Rennie is a fully qualified Community Instructor and AusBike Instructor under AusCycling and also has the following certifications:
 - ASAPD Disability Inclusion for Coaches
 - Sport Integrity Australia Creating an LGBTQIA+ Inclusive Club
- Assistant Instructor Sarah Rennie is also an accredited Member Protection Information Officer (MPIO) and has formal training in handling complaints and grievances in community sport, harassment and discrimination, and the National Integrity Framework.
- Assistant Instructor Sarah Rennie has a current First Aid qualification and Working with Children Check as follows:
FIRST AID: FirstAidPro #321707, expires 18-06-2029
Working with Children Check NSW: WCC1239740E
- Sarah Rennie is a full AusCycling member and Director of the Wollongong MTB Club.

Guest Coaches:



- Guest coaches will have full coaching qualifications and able to conduct coaching sessions independently, however in the event they do not hold a qualification, they will be accompanied and supervised by a fully qualified coach.
- All Guest coaches and assistants will have a current Working with Children Check (WWCC) when coaching children under the age of 18 years.

Miscellaneous

- The laws of New South Wales apply to this agreement, and the parties submit to the courts of New South Wales having exclusive jurisdiction to decide any matter arising out of this contract.
- When we communicate with you, we do so by email, text message, Facebook messenger or phone. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

PRIVACY STATEMENT AND ACKNOWLEDGEMENT

- The Victory Lab will only use, disclose or deal with your information in accordance with our Privacy Policy. Our Privacy Policy is outlined below.

Australian Privacy Principles means the Australian Privacy Principles in the Privacy Act. A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at <https://www.oaic.gov.au/>.

Booking System means any system for booking Services which we make available to the public or any section thereof for the purposes of us accepting bookings for Services and inquiries about bookings for Services or other inquiries about Services, whether it is in the Website or made available to you through any third party website which we use for any of the above purposes and includes the process of us taking any booking for services which we may decide to accept by telephone, email or any other means.



Expiry Date means the date seven (7) years from the date on which we obtain the Personal Information or Sensitive Information about you or if we enter a contract with you to which that information is relevant or potentially relevant then seven (7) years from the date on which the contract is terminated or otherwise comes to an end.

Personal Information means names, addresses, email addresses, telephone and facsimile numbers, any contact details of a person and any personally identifiable information, including IP addresses and other digital information.

Privacy Act means the *Privacy Act 1988 (Cth)* and includes any regulations or other public law instruments made under it, but in any case, only to the extent that they are binding on us or we elect to be bound by them, and includes any amendments to any of the foregoing.

Privacy Policy means this document as amended by us from time to time.

Relevant Person means Service Recipient and any person who makes a booking for Services for a Service Recipient or who enquires about the provision of Services whether to themselves or to another person or who makes or commences the process of making a booking for Services whether for themselves or for another person, in any way which includes the person in providing us with any Personal Information or Sensitive Information about themselves or any other person referred to in this definition and includes any person on whose behalf a booking for Services or an enquiry about a booking or potential booking for Services is made by another person.

Sensitive Information means information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

Service Location means any premises occupied by us and the premises of any third party and any Crown or other public land on which we provide Services.

Service Recipient means a person to whom we provide a Service or by or in respect of whom we accept a booking for the provision of a Service, whether the Service is provided.

Services means the provision by us including by any contractor on our behalf of mountain bike and bike stunt lessons.

We/us/our means Head Coach Nathan Rennie, other directors and associates trading as The Victory Lab ABN 38 773 398 169.



This Privacy Policy regulates how we use, store and protect your personal information. This Privacy Policy is an integral part of our Terms. By using our website www.thevictorylab.com.au or social media accounts in any way, or entering into a service agreement from us, you agree to be bound by this Privacy Policy.

We respect your privacy

1. We are committed to safeguarding personal privacy. Unless given consent to do otherwise and/or otherwise permissible by and/or required by law, we will only collect and use personal information as set out below.
2. Throughout this Privacy Policy, we refer to your 'personal information', which means information which identifies you as an individual or which renders you reasonably identifiable.
3. This Privacy Policy has been developed and implemented in accordance with the requirements of the Privacy Act 1988 (Cth) (as amended) and the Australian Privacy Principles.
4. We may in our absolute discretion revise this Privacy Policy at any time without notice. We will post any changes to this Privacy Policy on Our Website and so we encourage you to check this Privacy Policy from time to time.

Your Personal Information

Personal information that may be requested or provided by you includes, but is not limited to:

1. contact information such as your full name and email address;
2. your phone number;
3. your individual preferences;
4. health information that you wish to disclose to us relating to your ability to ride a mountain bike;
5. financial information about you;
6. your credit card or bank account details;
7. information regarding your personal interests and interesting and relevant information about you;
8. location data;

9. sensitive information (i.e. health information) about you;
10. your online behaviour and interests based on your online browsing activity (including social interactions);
11. information automatically collected by our software to include IP Address, cookies data, performance specifications of the user's hardware and software, date and time of access to Our Website and the URL of the page requested;
12. information about your experience with our Services;
13. the contact details of third parties. If you are asked to provide details about other people, please ensure that these individuals are happy for their details to be given to us and used for the purposes set out in this policy (which may include using their details for marketing and social media purposes);
14. any other personal information which you directly provide to us;
15. any other personal information requested or required for the purpose of provision the Services.

Sensitive Information

1. We will only collect sensitive information with your consent, including where you have provided it to us voluntarily. Where you provide us with any sensitive information (including, but not limited to, information about your health as it relates to you being able to ride a mountain bike) in connection with what is requested by our registration form, booking tools (website or Facebook), messenger, text messages or by phone, we will only use this information for the purposes stated in our Terms and Conditions.

Collection of Personal Information

We will only collect any personal information about you with your consent including as provided in this Privacy Policy or if it is otherwise lawful to do so. The only personal information collected by us is what has been provided to us in accordance with this Privacy Policy or has been provided to us lawfully by third parties.

Active Information Collection



1. Personal information may be collected by us if you:
2. have previously provided us with personal information prior to this Privacy Policy coming into effect, either directly from you personally or via a third party;
3. purchase any product or service via our website, Facebook or any other means of communications;
4. subscribe to any alerts, information releases, news, newsletters, updates and media releases about our products or services;
5. complete and submit any forms to us;
6. communicate with any other users on Our Website or social media accounts;
7. contact us directly in person or via any medium including but not limited to by mail, telephone, social media and via the contact form on Our Website;
8. participate in any offers, promotions or marketing activities;
9. interact with Our Website for a specific purpose; or
10. interact with or browse Our Website generally.

Personal information is requested in order to facilitate or provide you with Services, certain content, and information about such content, products or services, any marketing materials, newsletters, electronic newsletters (e-newsletters), news and media releases / launch information, and also to advise you of other Services, offers, or events which may be of interest. You are not obliged to provide personal information. However, failure to do so may result in us being unable facilitate or provide you with certain content or Services, upcoming promotion, competition, offer or event information or accept competition entries (where applicable).

1. We may also obtain your personal information from legitimate third-party sources including list brokers, social media websites and other data providers or organisations that share data in circumstances where it is lawful and/or you have given permission for them to do so.

Passive Information Collection

2. We may also collect information which tells us about visitors to Our Website. For example, we may collect information about the location, date, time and duration of visits and which pages of Our Website are most accessed. This information is generally not linked to the identity of visitors. By accessing Our Website via links

in an email we have sent and/or by accessing Our Website generally, you consent to the collection of such information where it is personal information.

3. Certain information can be passively collected (that is, gathered without you actively providing the information) using various technologies, such as Unique Device Identifiers (**UDI**), cookies, Internet tags or web beacons, and navigational data collection (log files, server logs, clickstream). In certain circumstances, this information may be considered anonymous information or personal information under the Privacy Act 1988 (Cth).
4. Your Internet browser automatically transmits to Our Website you are browsing some of this anonymous information or personal information, such as the URL of the website you just came from, the Internet Protocol (**IP**) address, the UDI (if applicable) and the browser version your device is currently using.
5. Our website may also collect anonymous information or personal information from your device through cookies and Internet tags or web beacons. You may set your browser to notify you when a cookie is sent or to refuse cookies altogether, but certain features of Our Website might not work without cookies, and this may limit the services provided by Our Website. Cookies and other technical methods may involve the transmission of information either directly to us or to another party authorised by us to collect information on our behalf.
6. We may use passively collected anonymous information or personal information to provide better service to Our Website's visitors and customers, customise Our Website based on your preferences, compile and analyse statistics and trends, and otherwise administer and improve Our Website for your use.
7. By accessing Our Website, you consent to information about you being collected, compiled and used in this way.

Eligibility

1. The collection of personal information is neither intended for, nor directed to, persons who are under the age of eighteen (18) years old. Persons



under age eighteen (18) may only use Our Website with the involvement and consent of a parent or legal guardian.

Purpose for collection, use and disclosure of personal information

Personal information will be collected, held, used and disclosed for the following primary purposes jointly and/or severally:

1. For the purposes for which it was collected (as set out in this Privacy Policy);
2. To maintain the functionality of Our Website, including the provision of information to you relating to the content available on Our Website and e-commerce transactions conducted via Our Website;
3. To send you any technical, administrative or legal notices, whether these are important to Our Website;
4. To fulfil obligations in respect of any transaction made on Our Website;
5. To provide you with information about your transactions, content and services, to provide direct marketing materials, events, special offers, competitions and promotions in person and via any medium including mail, telephone or any other form of electronic, emerging, digital or conventional communications channel;
6. To maintain our relationship with you;
7. To render Services to you;
8. To provide you with newsletters via mail and electronic newsletters (e-newsletters);
9. To respond to enquiries, complaints and complaints handling;
10. To improve Services, Our Website and system administration;
11. To record statistical data for marketing analysis and to conduct market research;
12. To share personal information with our promotional partners and other trusted third parties in the manner described below;
13. To the extent permissible by law, for any other purpose as may be deemed reasonably necessary by us in the circumstances.

Protection of Personal Information

1. We are committed to safeguarding the privacy of your personal information. Except as stated in this Privacy Policy and/or as except as otherwise permitted by law, such information will not be used or disclosed for any other purposes without your consent.
2. These exceptions include, but are not limited to, data entry, database management, promotions, products and services alerts, analysing data, providing marketing assistance, providing search results and links (including paid listings and links), and providing customer service (the "Service Providers"). These Service Providers are under a duty of confidentiality to us and are only permitted to use the personal information in connection with their functions and not for their own purposes (including direct marketing).
3. We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors (such as coaches and associates) insofar as reasonably necessary for the purposes set out in this Privacy Policy.
4. We reserve the right to use or disclose any information, including personal information, as needed to satisfy any law, regulation or legal request, to protect the rights or property of us, or any member of the public, to protect the integrity of Our Website, to fulfil your requests, or to cooperate in any law enforcement investigation or an investigation on a matter of public safety.

Storage and Security of Personal Information

1. We will endeavour to take all reasonable steps to keep secure any personal information recorded (including your credit card details). The information is stored on secure servers that are protected in controlled facilities. This service may be performed on our behalf and data may be hosted by our selected data storage providers. In some cases, these facilities may be overseas or may be operated by cloud computing.
2. The transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us or receive from us. Although we take measures to safeguard against unauthorised disclosures of information, we cannot



assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

Links to Other Websites

1. The Victory Lab website (www.thevictorylab.com.au) may contain links to the websites of other organisations which may be of interest to you. Their inclusion cannot be taken to imply any endorsement or validation by us of the content of the third-party website. Linked websites are responsible for their own privacy practices, and you should check those websites for their respective privacy policies, practices or statements. We are not responsible, nor does it accept any liability, for the conduct of organisation linked to Our Website.

Access and Correction to Your Personal Information

1. You have the right to access and review your personal information that may be recorded on our database. Information may be reviewed by contacting our privacy officer via email – see Our Website for the address. A small administrative fee may be payable for the provision of information. Please allow 30 days for this request to be processed.
2. We reserve the right to refuse to provide you with information that we hold about you, in certain circumstances set out in the Privacy Act 1988 (Cth).

Data Retention

1. We retain your personal information for as long as is necessary or your account is active or as needed to provide you with services on Our Website. If you no longer want us to use your personal information to provide you with services, you may close your account. However, we may retain and use your personal information as necessary to comply with our legal obligations, resolve disputes and enforce our agreement.

Sale of Company

1. If we merge with, or are acquired by, another company or organisation, or sell all or a portion of our assets, your personal information may be disclosed to our advisers and any prospective purchaser or any



NATHAN RENNIE'S VICTORY LAB

prospective purchaser's adviser and may be among the assets transferred. However, personal information will always remain subject to this Privacy Policy.

Changing and Deleting Information we have about you

1. Information contained on the database may be deleted if you send a request to our privacy officer via email – see Our Website for details. Please allow 30 days for this request to be processed.
2. We will process your request provided this does not in any way interfere with our obligations under this Privacy Policy and/or provided that such deletion does not in any way amount to a violation or breach of any law, then we may consider taking such reasonable steps as we in our discretion decide to take, in relation to the possible or potential deletion of the information. Where we have decided to delete the information, you agree that deletion of information may result in us being unable to facilitate or provide you with information about certain transactions, other content, services or product information, upcoming promotion, competition or event information, and/or provide certain content or Services.

Other

1. We are not responsible for removing your personal information from the lists of any third party who has previously been provided your information in accordance with this Privacy Policy.