

Terms and Conditions of Life In Motion Run Club

We are so excited to have you join Life In Motion Run Club. Please carefully read these Terms and Conditions before you start moving with us.

By clicking "I accept" or accessing and participating in Life In Motion Run Club workouts, you agree to be personally bound by these Terms and Conditions. This includes any changes or modifications made to these Terms and Conditions from time to time, according to the laws of New Zealand. You also warrant that you are at least 18 years of age or have the permission of a parent or caregiver to participate in Life In Motion Motivate.

1. What Life In Motion Run Club membership entitles you to:

A. Upon accepting our terms and conditions of participation and paying the relevant membership fee, the participant shall be given membership access to the Life In Motion Run Club Facebook page or website. You will be given access to live and pre-recorded workout sessions for the period covered by the membership fee. This shall be for twelve months starting from the date of an annual subscription, or for the paid monthly subscription.

B. Life In Motion Run Club will provide a variety of workouts each week, with a mixture of live and pre-recorded. The schedule for these will be on the Life In Motion Run Club Facebook page.

2. Variations to scheduled live-streamed workouts:

A. While all efforts will be made to ensure all live workouts proceed at the pre-scheduled time and all pre-recorded workouts are available, technical difficulties or internet connection issues may at times mean that workouts may commence or be posted as later than the published start time.

B. Life In Motion Run Club reserves the right to amend the scheduled days and times of the weekly workouts.

3. Conditions of participation in Life In Motion Run Club workouts:

By participating in Life In Motion Run Club you acknowledge and accept that:

A. We want you to be safe and enjoy your movement. The workouts provided by Life In Motion Run Club will have a variety of workout styles. You are solely responsible for ensuring you have a sufficient degree of fitness and physical capability to participate in this exercise format, and/or seek professional advice from a medical professional if you are unsure.

B. If you are pregnant or post-partum we ask that you get advice from a medical professional before you begin Life In Motion Run Club.

C. We will provide you with a variety of workouts each week, however Life In Motion Run Club does not provide any guarantees as to any specific result from participation in the workout sessions.

D. If you are experiencing any unusual pain or discomfort during any Life In Motion Run Club workouts participants should cease the workout. We are available to answer any questions you may have, but we will always recommend you seek advice in person from a medical professional or physiotherapist before continuing with Life In Motion Run Club workouts.

E. Life In Motion Run Club shall not be legally responsible for or bear any legal liability for any harm or injury suffered by any participant as a result of their participation in Life In Motion Run Club workouts, and shall not accept any claim for compensation or reimbursement of medical costs associated with this.

4. Conditions of and restrictions against, use or sharing of Life In Motion Run Club workouts.

A. All Life In Motion Run Club live or pre-recorded workouts are for your personal use. Life In Motion Run Club authorises within the meaning of personal use, to be sharing and participating in Life In Motion Run Club workouts with other members of your immediate family or, within reasonable limits, sharing and participating in Life In Motion Run Club workouts with friends who are present with you at a private residential dwelling, for the purposes of participating in a live workout session with you. Personal use does not include broadcasting or sharing the workout among large groups or public audiences, or in any online group or forum whether public or private, unless you have the express prior written consent of Life In Motion Run Club.

B. You must not use, share, post or re-post Life In Motion Run Club material in connection with, or to promote, other services or products in any other forum, whether online or otherwise, without the express written permission of Life In Motion Run Club.

5. Privacy and marketing

A. Life In Motion Run Club is an online forum, with workouts being pre-recorded or live-streamed on Facebook, and members able to post comments and share photo's within the group. By participating in Life In Motion Run Club, you accept that any comments or posts you make will be visible to all members of Life In Motion Run Club. Because of the way in which Facebook posts are published, you also accept that your comments may be visible to other Facebook users outside of the Life In Motion Run Club group.

B. You accept that Life In Motion Run Club may re-post Life In Motion Run Club workouts or forums online in order to promote and encourage others to join the group, and that this shall not constitute a breach of your privacy by Life In Motion Run Club.

C. Should we wish to use any specific information about you, including posts about your personal experience in Life In Motion Run Club, or photos you publish in Life In Motion Run Club as part of any wider online promotional or marketing activities, we will seek your permission.

D. Members and third parties are not permitted to advertise or promote their products or services on Life In Motion Run Club forums without the express written consent of Life In Motion Run Club.

6. Cancellation and refunds

We would hate to see you go! But if you decide to cancel your Life In Motion Run Club membership, you expressly acknowledge and accept that:

A. You are required to give one week notice of the cancellation of your membership by emailing lifeinmotioneve@gmail.com which shall cease at the end of that notice period.

B. Participants with a month subscription shall not be entitled to a refund of the membership subscription for the month, irrespective of the reason for or timing of the cancellation.

C. Participants with an annual subscription who wish to cancel your membership may, at the sole discretion of Life In Motion Run Club be offered a partial refund, or be permitted to transfer the membership to another person. The participant accepts that there shall be no entitlement to or expectation of a minimum level of refund and the participant should contact Life In Motion Run Club to discuss their circumstances.

We may cancel your membership with immediate effect, if:

D. You breach any part of clause 4; or

 $\hbox{E. You otherwise breach the Terms and Conditions of membership or commit an act that}\\$

brings or could bring the reputation of Life In Motion Run Club into disrepute.

In the event we cancel your membership in accordance with these terms and conditions, refunds will

be at the sole discretion of Life In Motion Run Club.

Let's get moving team! Now the Terms and Conditions have been read we can get started!

Eve and Jas

Your Life In Motion Movement Coaches