

## ©Ashy Bines Booty Transformation Program Terms and Conditions of Membership

### 1.1 Ownership

Copyright © 2012-2018 Squad Tour Pty Ltd 89 616 131 509. This copyright notice applies to the websites:

- a) <http://www.bootytransformation.com>
- b) <http://www.ashybines.com/booty2>
- c) <http://www.ashbinesbootytransformation.com>
- d) <http://www.ashybines.com/home/booty>
- e) is owned by Squad Tour Pty Ltd 89 616 131 509.

### 1.2 Copyright

Copyright exists in the websites and includes and extends to all text, images, graphics, photographs, designs, logos, icons, videos, audios and recordings, words, phrases, proprietary pages and product names referred to and included in the websites unless otherwise obtained from a third party who may itself have its own copyright in that material.

### 1.3 Intellectual Property

Intellectual property means all our proprietary rights and interests including but not limited to all intellectual or industrial property whether registered, or unregistered, non-existing or coming into existence in the future in connection with or related to or otherwise created, invented, designed or otherwise owned by us, as referred to in these terms and conditions as varied from time to time and without limitation includes copyright, trademarks, designs, patents, character names, writings, digital content, business names, inventions, ideas, symbols, artwork, confidential information and moral rights as defined in the Copyright Act 1966 (Commonwealth) and under the law of a country other than Australia.

## 2. Definitions

**2.1** For the purposes of these terms and conditions in addition to paragraph 1 the following definitions apply:

**2.2** our, ourselves, us, we, refer to © Squad Tour Pty Ltd, and its affiliates who for the purposes of these terms and conditions refers to any person or entity we directly or indirectly own, control or operate, currently or in the future and/or which has a controlling interest in us and/or is an entity who has the right to operate with or on behalf of ourselves;

**2.3** party refers to a party to these terms and conditions and it includes that party's successors, administrators and assignors and where a party consists of more than person, then these terms and conditions bind them jointly and each of them severally;

**2.4** You or yours refers to you, the person accessing the website and agreeing to the terms and conditions of your use of the website and its contents;

**2.5** Licence means these terms and conditions for use of this website and its contents;

- 2.6** One gender includes the other gender;
- 2.7** The single includes the plural and the plural includes the singular;
- 2.8** Forum means ©The Ashy Bines Squad Forum where registered members are able to communicate together;
- 2.9** Plan means the ©Ashy Bines Booty Transformation Forum: and;
- 2.10** Registration means registration to use the website, the Plans and/or the Forum;
- 2.11** Website means collectively the website <http://www.bootytransformation.com> , <http://www.ashybinesbootytransformation.com>, [www.thesquadtours.com](http://www.thesquadtours.com) , Forum, App, products content/or services offered or provided by or in the websites.
- 2.12** eBook means the PDF downloadable content that is part of the plan.

### **3. Scope of Licence**

- 3.1** By virtue of these terms and conditions, you are granted a non-exclusive, non-transferable, non- sub-licensable licence to personally access and use, for non-commercial purposes, the website and the services offered on the website.
- 3.2** You may not use the licenced eBook on more than one computer system or device concurrently.
- 3.3** Full-scale reproduction of eBook contents is expressly prohibited.
- 3.4** The term of this licence shall be for a term of 5 (five) years from the date of registration of your activation.

### **4. Use of Website**

- 4.1** These terms and conditions govern your right to use the website and your access to and use of the Plan, the Forum, and/or any products or services acquired in relation to the Plan and/or the website and/or any links provided on the website to other websites.
- 4.2** In downloading any content from the website to your computer, you do not receive any ownership rights to such content and by downloading any content you agree not to use the content for any unlawful purpose and you agree that your use of the Website is only for your personal use and not for any commercial or other use contrary to these Terms and Conditions and our legal rights in respect of the Website, the Plan and/or the Forum.
- 4.3** You agree that when you register, activate and download the eBook you will not reproduce, distribute in person, publish, republish, print, upload to any third party, post on any social media site or forum, or distribute or modify or otherwise deal with any content in the website in whatever format, personally or otherwise, and/or provide it, or any part of it, to a third party that would otherwise infringe our intellectual property rights.
- 4.4** You agree that in downloading any service or product from the website, you will not rent, lease or lend it to a third party nor decompile, reverse engineer, modify or derive

content from the website and/or make it available over a network where it could be used by multiple devices at the same time.

**4.5** You agree that your use of the website and/or Forum will not violate any laws without limitation, including those governing competition, advertising, consumer protection laws, privacy, obscenity, spamming, stalking, intellectual property rights and/or defamation in Australia and when accessed in another jurisdiction the laws of that jurisdiction and Australian law, so far as the laws are not inconsistent, in which case you agree to be bound by the laws for Queensland, Australia.

**4.6** You agree that in using the website and/or the Forum, you will not post threatening, harassing, defamatory, obscene, offensive, hate mail or speech or facilitate others to commit such acts in whatever format.

**4.7** You agree that you will not post comments about the website or Forum, any of its content, its individual representatives, officers, directors, consultants and/or employees without the prior written consent of ourselves.

## **5. Your Agreement**

In accessing the website, including any and all webpages, the Plan and/or the services and products, information, text and images offered or provided on the website, you are deemed to have read and personally agreed to the Terms and Conditions.

## **6. Eligibility**

**6.1** You represent and warrant that you are at least 18 years old and will be responsible for completing all registration information or if under 18 years of age have provided written parental consent.

**6.2** Without limitation, the website is available only to individuals that can form legally binding contracts under Australian law.

**6.3** We have the right to refuse to deal with you, at any time, at our sole discretion, including the suspension or termination of your registration, if we believe that you may or will bring our reputation, those individuals who represent us in the market place, our other users, and Forum members into disrepute or otherwise will interfere with other parties' rights to have reasonable use of and access to the website or to the contents and components of the Website or are in any way in breach of these Terms and Conditions.

## **7. Website Membership**

**7.1** You agree to provide accurate and truthful details about yourself for the purposes of your registration to the website, for the Plan and/or inclusion in the Forum and we reserve the right to suspend or terminate your registration if we discover you have, at any time, provided inaccurate, incomplete or misleading personal information.

**7.2** Once you register on the website, you will be given access to a "Clients only" email subscription and Forum access.

**7.3** Access to the information provided through email subscription and the Forum is for your sole use only.

**7.4** Any password or right given to you to obtain access to the "Clients only" email subscription and the Forum, and the contents or use of either the email subscription or Forum, is not transferrable to any third party.

**7.5** We reserve the right, at our sole discretion, to terminate your access to the "Clients only" email subscription or Forum if, in our opinion, you have failed to comply with any of the provisions of these Terms and Conditions.

## **8. Forum Membership**

**8.1** You acknowledge that Forum membership provides for public communications.

**8.2** To become a Forum member you agree to provide truthful, accurate personal details about yourself as required on the sign up page for the Forum.

**8.3** You will use the Forum only for positive and supportive purposes and not post or comment negatively or in terms that could or might be offensive to other users of the Forum, either on the Forum itself or otherwise, or the website, the Plan, the Forum and/or the individuals representing the website and/or their employees.

**8.4** You will not use the Forum:

- a) for any unlawful, disrespectful, harmful, threatening, abusive or otherwise objectionable purpose;
- b) to incite others to conduct the activities described in sub-paragraph
- c) to interfere with the lawful and reasonable use of the Forum by others; and
- d) to attempt to directly or indirectly, allow or facilitate a third party to enter the Forum through your registration.
- e) to sell or promote any services or products to other forum members.

## **9. Model Release**

In accepting the terms and conditions of the website, you give the © Squad Tour Pty Ltd, and its authorised representatives, the right and permission to use photographs and video footage of you undertaking training and activities and illustrating body transformations that you have provided to us. You grant permission to the © Squad Tour Pty Ltd and its authorised representatives to use these photographs and video footage for the purpose of promoting, advertisement, marketing, publicity or any other lawful purpose. You waive any right to inspect and approve the finished product that may be used or to which it may be applied now and/or in the future, whether that use is known to you or unknown, and you waive any right to royalties or other compensation arising from or related to the use of the image whether intentional or otherwise.

## **10. Money Back Guarantee**

**10.1** Clients who feel they did not receive value for investment can email [support@bootytransformation.com](mailto:support@bootytransformation.com) within 10 days of their purchase and receive their money back, no questions asked. Once received and actioned, your access to the website and any account in your name will be deactivated. Any information about you or your account will be archived and stored in our database for a period of 7 (seven) years from the date of purchase and/or registration. After the expiration of the mandatory 7 (seven) year period, your information will be deleted and destroyed. The provision of all information pertaining to the ©Ashy Bines Booty Transformation will cease on deactivation of your account.

## **10.2 Termination by the © Squad Tour Pty Ltd**

The © Squad Tour Pty Ltd reserves the right to terminate this contract in accordance with the following conditions:

- a) Failure to abide by rules of use of the website and the forum
- b) Action upon a complaint by either another member or an employee or contractor of the © Squad Tour Pty Ltd
- c) If we believe you are or you have been facilitating the unlawful activity of a third party in respect of the website and further, we are at liberty to take any other action necessary to enforce the terms and conditions of this license.
- d) Refund of any program fees will be based on the nature of the reason for termination and at the sole discretion of the © Squad Tour Pty Ltd.

## **11. Payments**

**11.1** In purchasing any product or services from the website ('the purchase') you agree to:

- a) Pay using a valid credit card or bank account (or other form of payment or use of payment provider as © Squad Tour Pty Ltd may allow) in the manner required by and under the terms and conditions outlined by the nominated payment system provider;
- b) Provide the © Squad Tour Pty Ltd with current and complete information as detailed in the purchase order form including full legal name, street address, telephone number, email address, credit card or bank account details and billing information as required without limiting any of the © Squad Tour Pty Ltd's rights and remedies if we discover or believe that any information provided by you is inaccurate or incomplete.
- c) The © Squad Tour Pty Ltd reserves the right to refuse to continue with your purchase, or put on hold or terminate your access to the website, the plan or any of the services or products provided by the © Squad Tour Pty Ltd at any stage at our sole discretion and you forfeit any right to a refund of any payment made by you for the purchase;
- d) Pay all costs, fees, charges, applicable taxes and other charges as may be incurred in respect of the purchase ("the costs"); and

- e) All costs are in Australian (AUD) dollars unless otherwise indicated on signup.

## **12. Competitions and Prizes**

**12.1** To enter our competitions, entrants must complete all requirements as listed on the website and entries must be received by the promoter by the close of business on the specified closing date.

**12.2** The winner may be required to take part in promotional activity related to the prize draw and the winner shall participate in such activities at our reasonable request. The winner consents to the use by us and our related entities, both before and after the closing date of the prize draw for an unlimited time, of the winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by us and our related entities) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering the prize draw, all entrants consent to the same.

**12.3** The judges' decision is final and binding. As such, no correspondence will be entered into.

**12.4** We accept no responsibility for any damage loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering our competitions or accepting the prize. If any prize is unavailable, for whatever reason, the promoter reserves the right to substitute the prize for a prize of equal or greater value.

**12.5** Each entrant's personal information ('PI') is collected to enable the promoter to administer and promote this competition and the winner. The PI of winners may be provided to third parties who are assisting the promoter, including prize suppliers, deliverers and authorities that regulate competitions. Entrants who fail to provide all requested PI, may be determined by the promoter at its sole discretion, to be ineligible to win a prize. Errors and omissions may be accepted at the promoter's discretion. Failure by the promoter to enforce any of its rights at any state does not constitute a waiver of those rights.

**12.6** The promoter reserves the right at its sole discretion to disqualify any individual who the promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the competition. The promoter's legal rights to recover damages or other compensation from such an offender are reserved.

**12.7** All prizes are in Australian Dollars (AUD)

**12.8** Competition entry and prizes are only available to current members of the current program. If members are re-joining from previous programs they must use a current photo for their 'before' shots and not use a 'before' photo from previous programs.

## **13. Risk**

**13.1** Title of the purchase will pass to you on receipt of full payment from you or when you receive the purchase, whichever happens later.

**13.2** Risk of loss or damage to the purchase will pass to you when we provide the purchase to a third party for delivery of it to you and we provide no estimate as to time of delivery and you agree that time is not of the essence with respect to delivery.

**13.3** Where we send you the purchase by email delivery, and you claim that you have not received such delivery, then you must contact our Billing Department email at [support@bootytransformation.com](mailto:support@bootytransformation.com) within 7 (seven) days of the date by which you placed the order for the purchase for the © Squad Tour Pty Ltd to investigate your claim.

#### **14. Warranty/Refund**

**14.1** Subject to the rights granted to you by statutory consumer protection legislation, which cannot be excluded, due to the nature of the Plan, and/or the products and services offered by the Website, and as we make no representations to you in respect of your use of the Plan, and/or the products or services offered by the Website, the © Squad Tour Pty Ltd provides no warranty as to any results or outcomes associated with using the Plan nor in respect of any use of the products or services offered by the Website.

**14.2** You expressly acknowledge that your use of the Website and its products and/or services is at your sole risk.

**14.3** At our sole discretion, any claim for a refund will be considered on a case by case basis and the © Squad Tour Pty Ltd reserves the right to either provide you with a refund once the case is reviewed, or refuse your claim.

**14.4** To seek a refund you must email [support@bootytransformation.com](mailto:support@bootytransformation.com).

**14.5** Trial Offer, One Month Trial and/or the administration fee is not refundable.

#### **15. Medical Disclaimer**

**15.1** We are not a medical organisation and the © Squad Tour Pty Ltd do not and cannot give or purport to give you any medical advice or assistance in any form. Nothing in the Website, Forum or anything associated with it should be taken or understood as medical advice or assistance nor should it be interpreted in substitution for any medical advice or assistance or used or referred to instead of seeking appropriate medical advice or assistance from qualified practitioners for your particular circumstances and needs.

**15.2** You are solely responsible for evaluating and assessing your own health and wellbeing and whether, in all the circumstances, you should access and use the Website and/or participate in the Forum/Plan and/or its products and services. © Squad Tour Pty Ltd encourage you to seek appropriate medical advice or assistance before embarking on any use of the Website, the Plan and/or its products or services.

**15.3** You agree that neither the © Squad Tour Pty Ltd nor any of our affiliates, service providers and/or suppliers, warrant or make any representation about the contents, products, services or offers referred to in the Website, and specifically do not make any representation about the risks, results, reasonableness, or accuracy or otherwise of such contents, products, services or offers and your use of the Website, the forum, the Plan, or its products and services, is at your sole risk.

#### **16. Limitation of Liability**

Subject to the rights granted to you by statutory consumer protection legislation, which cannot be excluded, in no event shall we be liable to you for any injury, or incidental, undue

damages, whatsoever including damages for loss of income, data, or personal injury or consequential damages except to the extent such limitation or exclusion of liability is not permitted by law.

## **17. Our Rights to Modify Services**

**17.1** You acknowledge that the © Squad Tour Pty Ltd are entitled at any time, to change, modify, vary, delete or otherwise deal with the Website and/or the Terms and Conditions, as we see fit.

**17.2** The © Squad Tour Pty Ltd will publish any intended changes on the website and/or Forum and you will be deemed to have accepted such changes when you first access the Website and/or Forum following our publication of the notice of change on the website.

## **18. Jurisdiction**

These Terms and Conditions are governed by the laws of Queensland, Australia and the United Kingdom and you agree to the non-exclusive jurisdiction of the Courts of that jurisdiction and any appeals from those Courts.

## **19. Indemnity**

**19.1** You agree to indemnify us to the full extent needed from any and all third party claims, liabilities, costs, expenses including solicitor/client costs on an indemnity basis, that we may incur or suffer as a result of your improper or illegal use of the Website and/or from your breach of any of the Terms and Conditions and/or any facilitation or support by you of a third party causing any loss or damage to us.

**19.2** You are liable for all content posted by you on the Forum.

**19.3** You are required to exercise due care to conform to any Australian laws relating to publication, broadcasting, media controls, advertising standards and social media legal considerations, as they may arise or be applied to you in respect of any content you post on the Forum or in relation to the Website or that by your actions of conduct.

**19.4** You agree to indemnify us for any claims, losses, liabilities, costs or expenses ("losses") incurred by us you may cause, or contribute to such losses.

## **20. Privacy**

**20.1** We will use our best endeavours to protect your privacy as provided by you with respect to your personal information and by your provision of your personal information as referred to in these Terms and Conditions, you have expressly agreed to our collection, use and retention of your personal information.

**20.2** We will manage your personal information in accordance with the requirements of Australian laws.

**20.3** We will use our best endeavours to ensure your personal information is not accessed illegally or without authorisation but we cannot guarantee that our systems will or can be free from third party interference or be interrupted and so we do not warranty the



security or privacy of your personal information including payment and/or account details and you acknowledge that when you provide us with any personal information, you are doing so at your own risk.

## **21. Breach of Contract**

The customer and the © Squad Tour Pty Ltd each hold reciprocal rights of termination for a material breach of any term or condition of contract. The contract will be terminated upon receipt of written notice outlining the relevant breach.

## **22. General**

**22.1** Entire agreement: These Terms and Conditions form the entire agreement between us and you in relation to the website and your use of it.

**23.2** Waiver: Any failure or delay on our part to exercise a power or right we have under these Terms and Conditions (unless in writing to you) does not amount to a waiver of that power or right and will not preclude our entitlement to exercise that power or right at a later date.

**24©.3** Competition and Program start dates may vary and are at the discretion of the website owner.