



## Participant Terms and Conditions as at 31/5/2023

### Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. These terms apply to the HealthChase Programs (all programs and games presented under the HealthChase name including the HealthChase Game, Journey or Challenge Series, any information provided throughout this program and on the HealthChase website) (**HealthChase Programs**). The HealthChase Programs are provided by and on behalf of HealthChase Pty Ltd (ACN 603 184 532) (**HealthChase**). As a condition of participation in the HealthChase Program you acknowledge and agree to abide by the following terms and conditions.

#### 1 Registration

In order to participate in the HealthChase Program, you agree to register in accordance with the process set out on the Home Page.

Once registered, HealthChase will provide you with a password. You acknowledge that you, or other representatives of your retail outlet, given the password (**Authorised Representative(s)**) are entirely responsible for any access to the outlet's account and any Participant Content uploaded.

You also agree to ensure that any Authorised Representative is made aware of these full terms and conditions. A link can be found on the bottom of the HealthChase Game or by requesting a copy from [admin@healthchase.com](mailto:admin@healthchase.com).

#### 2 The HealthChase Programs

The HealthChase Programs are based on the Australian Dietary Guidelines (2013). You agree to carefully evaluate the accuracy, completeness and relevance of this information for your own purposes, and consider the need to obtain appropriate expert advice relevant to your circumstances.

Links to other websites are inserted for convenience only and do not constitute endorsement of material at those sites, or any associated organisation, product, service or information by HealthChase.

#### 3 Consult with a Medical Practitioner

You acknowledge that HealthChase very strongly advises that you consult a qualified medical professional before participating in the HealthChase Programs, or before making changes to your diet, exercise regime or other significant lifestyle changes, especially if you are pregnant, breastfeeding, have a chronic health condition or any other physical or mental health concerns.

You acknowledge and agree that the information and advice provided throughout the HealthChase Programs is not medical advice and is not intended to be used to diagnose, treat, cure or prevent any medical condition (including any mental health conditions) or for any therapeutic purposes and is **NOT** a substitute for and should not replace any medical advice provided by doctors and allied health professionals. **You agree to immediately seek medical attention if there are any unanticipated adverse changes to your health at any time while participating in the HealthChase Programs.**

#### 4 Information provided in the HealthChase Programs

All information provided as part of the HealthChase Programs is provided in good faith and is derived from sources we believe to be accurate and up to date. You acknowledge and agree that, although HealthChase updates the information regularly, it may not be the most current knowledge.

In addition, to the extent permitted by law, HealthChase does not make any representations or warranties that any information provided is reliable, accurate or complete and HealthChase is not liable for any loss arising from any action taken or reliance by you on any information or material provided throughout the HealthChase Programs.



## **5 Security of Information**

You acknowledge and agree that no data transmission over the Internet can be guaranteed as totally secure. While HealthChase strives to protect such information, HealthChase does not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to HealthChase is transmitted at your own risk. Once HealthChase receives your transmission, we will take reasonable steps to preserve the security of such information.

You agree that HealthChase is not responsible for any equipment, programming or technical error, or combination thereof that may occur in the course of the administration of the HealthChase Programs, including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or satellite failure, theft or destruction or unauthorised access to, or alteration of, material posted or transmitted by Participants.

If, for any reason, the HealthChase Programs are not capable of running as planned, including due to infection by computer virus, bugs, tampering, technical failures or any other causes beyond the reasonable control of HealthChase which corrupt or affect the administration, security, fairness, integrity or proper conduct of the HealthChase Programs, HealthChase reserves the right, in its sole discretion, to disqualify any individual who tampers with the process, take any action that may be available and to cancel, terminate, modify or suspend their participation in the HealthChase Programs.

## **6 Waiver and release**

As a condition of acceptance of your participation in the HealthChase Programs, to the extent permitted by the law, you waive and release HealthChase from all claims, rights or causes of action which you may otherwise have against HealthChase and each of our employees, agents, representatives, subcontractors, promoters and sponsors arising out of your suffering, sustaining, contracting, aggravating or accelerating any condition that is or may be harmful or disadvantageous to you or that may result in harm or disadvantage to you or your death or personal injury or loss of any description whatsoever that you may suffer or sustain in the course of, or consequent upon your entry or participation in the HealthChase Programs (other than where such loss is caused by the negligent, wilful or unlawful act or omission of HealthChase).

## **7 Indirect and Consequential Loss**

To the extent permitted by law, neither HealthChase (or our employees, agents, representatives, subcontractors promoters and sponsors) nor the Participant be liable to the other party for indirect, special or incidental, punitive, exemplary or consequential loss, costs, expenses and damages (or any loss of revenue, loss of data, loss of profits or loss of opportunity whether the losses be direct or indirect), suffered or incurred by that party and arising out of or in connection with involvement in the HealthChase Programs or through the use of any linked website, reliance on any information obtained through the HealthChase Programs, regardless of whether liability is based on any breach of contract, tort (including negligence) or warranty, arises under statute, or any other basis of liability.

## **8 Terms Implied by Law**

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms is excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to, at our option: re-supplying, or paying the cost of re-supplying the HealthChase Program again.

The limitation of liability set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.



## 9 Intellectual Property

All intellectual property rights in respect of the HealthChase Programs including without limitation all copyright, design and trademarks are owned or licensed by HealthChase, except where indicated otherwise. You must not copy, republish or use any information or other content provided or made available to you (including Participant Content), except as part of your participation in the HealthChase Programs, or as part of your adoption of a healthy lifestyle.

## 10 Participant Content

The HealthChase Programs may allow you to post information, photos, content, user submissions and/or upload materials to the HealthChase Website (**Website**) (including features such as live chat), whether through external websites or otherwise (**Participant Content**) and may also allow you to see Participant Content submitted by other persons. You should be aware that, if your Participant Content is downloaded by any other person (including other users of the Website) (whether authorised or not), then neither HealthChase nor you may be able to control the further disclosure and publication of that Participant Content.

By posting, submitting, updating, modifying, transmitting or otherwise making available any Participant Content on this Website:

1. you warrant that you independently created or otherwise have all the necessary rights and permissions needed to submit Participant Content to the Website;
2. you grant to us a royalty-free, non-exclusive, revocable (upon written request from the Participant) and world-wide licence of the intellectual property rights in the Participant Content to use, modify, copy, sub-licence, distribute, reproduce, adapt, transmit, publish and/or broadcast, publicly perform, communicate and display in any manner and by any means which we may determine;
3. you agree, and warrant, that your Participant Content, and the licence that you grant to us under paragraph (10(2)), does not infringe the rights (including intellectual property rights, privacy and reputation) of any other person, and you agree to indemnify us against any third party claims arising in breach of this paragraph (10(3)); and
4. to the full extent permitted by law, you consent to us (and all persons authorised by us) doing anything in relation to your Participant Content which would otherwise constitute an infringement of your moral rights that you may have in the Participant Content. To the extent that a waiver, rather than a consent, is required in any jurisdiction, then you waive any moral rights you may have.

You agree to immediately inform HealthChase about any breach or suspected breach of your obligations contained in this clause 10.

HealthChase has the right, but not the obligation, to monitor and review Participant Content from time to time and HealthChase may, at our sole discretion and without prior notice to you, remove or edit any of your Participant Content for any reason.

Notwithstanding HealthChase's right to monitor, review and edit any Participant Content, HealthChase is not obliged to do so. HealthChase accepts no responsibility or liability for any Participant Content. In particular, you acknowledge and agree that HealthChase does not authorise, condone or endorse any Participant Content of any other user, and is not responsible for any incorrect, illegal, indecent or inaccurate information, either submitted by you, another participant.

You are solely responsible for verifying the veracity of any claims or statements made in any Participant Content. You acknowledge that, your Participant Content will be displayed, and other users may use, view and download your Participant Content. HealthChase is not responsible for how other users will use your Participant Content. You should take care before posting anything sensitive or personal about yourself that is accessible to the public or other participants of the HealthChase Programs.



## 11 Permitted Use

We prohibit the use of the Website and any of its functionalities, features and content in any manner other than as expressly allowed by us in these terms. With respect to your use of or participation in any interactive facility on the Website, you acknowledge and agree that:

1. you are legally responsible for all Participant Content you submit;
2. under no circumstances will you post any material, or engage in any behaviour, that is, or could reasonably be taken to be, predatory or intimidating;
3. you will not:
  1. post or transmit any illegal, threatening, discriminatory, harassing, abusive, offensive, defamatory, racially or sexually vilifying, obscene, pornographic or indecent material of any kind (including Restricted or Prohibited Content in accordance with the National Classification Code), or any material in contempt of any court or parliament, or encourage any other person to do so;
  2. post or transmit any material that portrays your employer, HealthChase or the HealthChase Programs in a derogatory light or brings your employer, HealthChase or the HealthChase Programs into disrepute, contempt, scandal or ridicule;
  3. post or transmit any material that defames or slanders any person;
  4. bypass (or attempt to bypass) any security mechanisms imposed by the Website;
  5. harvest or collect email addresses, photographs or personal information of other users;
  6. impersonate any person or entity;
  7. post or transmit false or misleading material or make any form of misleading or deceptive representation;
  8. knowingly post or transmit or permit the posting or transmission of any material, which contains a computer virus or other harmful data, code or material;
  9. exploit the Website for your own commercial or unlawful purposes or the commercial or unlawful purposes of any other person (including the posting of advertisements, solicitors, promotional materials, "spam" or any other materials that are contrary to our commercial or lawful interests);
  10. provide access or links to any material (including links to peer to peer network "trackers") which may infringe the intellectual property rights of another person;
  11. delete or alter or attempt to delete or alter attributions, legal notices, trademarks or copyright marks on any material contained in the Website; and
  12. at our request you agree to do all things necessary and desirable, either to give effect to these terms or to help us comply with all regulatory directions and obligations.

You agree to immediately inform HealthChase about any breach or suspected breach of your obligations contained in this clause 11. HealthChase reserves the right, in its sole discretion, to disqualify any individual who HealthChase has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the HealthChase Programs. HealthChase's legal rights to recover damages or other compensation from such an offender are reserved.

## 12 Linked Websites

The Website (or Participant Content) may reference or link to third party sites on the internet. We have no control over these sites or the content within them. We cannot, and do not, guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive. We do not endorse the content of any third party site, nor do we warrant that they will not contain viruses or otherwise impact your computer. By using the Website to search for or link to another site, you agree and understand that you will not make any claim against us for any damages or losses, however arising, which results from your use of the link to access another site.



### **13 Use of Image**

By participation in the HealthChase Programs, you consent to HealthChase using your name, image and likeness in perpetuity in any media for the purpose of promoting the HealthChase Programs, without approval or compensation to you or to any third party. In particular, you consent to HealthChase collecting personal information in the form of photographs or electronic images and using your photograph and electronic image for the promotion of the HealthChase Programs without approval or compensation to you or to any third party.

### **14 Privacy**

HealthChase will manage your personal information collected in order to register for the HealthChase Programs in accordance with the Australian Privacy Principles and the HealthChase Privacy Policy which is available on our website.

### **15 Complaints**

If you have any concerns or complaints in relation to any Participant Content or use of your personal information as part of the HealthChase Programs you agree to contact HealthChase at [admin@healthchase.com](mailto:admin@healthchase.com). Upon receipt of such a concern or complaint in writing HealthChase will promptly investigate and will endeavour to respond to you as soon as reasonably possible.

### **16 Severance**

If any clause or part of any clause in these terms and conditions is in any way unenforceable, invalid or illegal it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible the offending part) is to be severed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) of these terms and conditions, which will continue in full force and effect.

### **17 Governing Law**

These terms are governed by the laws in force in the State of Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts of Victoria, and courts hearing appeals from those courts.