

## **Wimp 2 Warrior Terms and Conditions**

**Publish Date: 3<sup>rd</sup> May 2017**

### **Summary**

You should read the full terms and conditions, but here is a quick summary of some important points to help you understand what Wimp 2 Warrior is about – the full terms and conditions still apply though.

Wimp 2 Warrior is about showcasing all that MMA has to offer to individuals, no matter your fitness level or background in life. We are looking for people who have little to no combat experience, people who wish to educate themselves in diet and fitness, and challenge themselves mentally and physically in order to change their lives. As such you must not have had any prior amateur or professional combat competition experience. This includes any of the striking arts eg. boxing, kickboxing and muay thai. We would also expect you not to have any colour in your belt for jiu jitsu. This does not include white collar boxing events or any amateur white belt jiu jitsu competitions.

After tryouts the coaches will decide who is accepted to take part in the Wimp 2 Warrior training program. This decision will be based on your completed application, previous experience and your ability to take direction and not give up. Your current fitness level is not a deciding factor, what we are looking for is heart. Your ability to dig in and finish what you started.

If you are successful at tryouts and want to take part in the Wimp 2 Warrior training program, there will be fees involved. Once you decide to take part and pay your fees, there are limited circumstances in which a refund is offered. Your program fees cover the full 22 week training program with high level coaching, access to the training facility for the duration of your sessions, a managed diet plan for your final 10 week Fight Camp, full kit of MMA equipment which includes rash guard, shorts, shin guards, gloves and hand wraps, plus access to our personalised online training community. You will need to factor in additional costs yourself such as a mouth guard, medical clearance prior to your fight and registration with your local combat authority.

The most important part of the Wimp 2 Warrior program is the 22 week program itself. Of course, the final goal is to step in to the cage to have an amateur MMA bout with somebody matched to you for ability and weight, however there are certain circumstances which may hinder your ability to step in to the cage at the finale. Firstly, you must be medically cleared to compete in accordance with your local combat authority. The details of these regulations will be advised by your coaches in the lead up to your fight. If you do not pass your medical examination, you will not be cleared to fight. Although it is rare, there is also a possibility that there will be no suitable match for you. W2W will work closely with your coaches to search for a suitable match for you but in every program there is a small possibility that we are unable to find a match for one reason or another. We cannot accept miss-matches in the finale. With that said, our goal is to have 100% of the people who start the W2W process step in the cage after 22 weeks and we will do our utmost to make this happen.

## **Full Terms and Conditions**

### **Definitions:**

In these terms and conditions:

'W2W', 'we', 'us', 'our' means Wimp 2 Warrior Pty Ltd (ABN 72 163 057 565)

'you', 'your', 'customer', 'participant' means the person or organisation, or entity using the website, or applying for, or participating in a W2W program.

'Program' means each individual part of, or all of the program offered by W2W Licensees, including the selection and try out processes, and the finales.

'W2W Licensees' means those fight gyms licensed by W2W to run the program. W2W Licensees are screened and chosen selectively for their coaching knowledge, philosophy and commitment to the W2W family values

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

'Our Website' means the websites owned, operated, or run by W2W.

'Dolce Diet' means the online nutrition plan created by Mike Dolce ([www.thedolcediet.com](http://www.thedolcediet.com))

### **Use and Participation**

By using Our Website, submitting enquiries, accepting invitations to and/or participating in the Program (tryouts, 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 (tryouts, 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.

### **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 tryouts are to be held, what to bring and to expect at tryouts, final costs of the Program at your location, and expected training times and start dates.

## **Tryout assessment**

The coaches will assess all attendees to the tryouts. They will decide who is successful from the tryouts. The decision will be based upon your application, previous experience, and your ability to take direction and not give up in the tryouts. The coaches' decision is final and no correspondence will be entered into regarding their decision. The coaches' decision usually takes place within a week of the tryout occurring.

## **Invitation to participate**

Once the coaches have decided who were successful in the tryouts, the successful participants 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 22 weeks, and we expect the same commitment in return.

## **Price and Payment**

Prices vary slightly depending upon your location and the W2W Licensee. 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 tryouts, or the series. Generally, if successful at tryouts, you will be asked to pay an initial deposit, and then you have the option of paying the balance in one or two instalments. If you choose the 2 instalment option, then you will pay slightly more.

Approximate Fees for Series in Local Currency (excluding any GST/VAT/Sales Tax) are:

- AUD \$2,200.00

Your Program fees cover the full 22 week training program with high level coaching, access to the training facility for the duration of your sessions, a managed diet plan for your final 10 week Fight Camp, full kit of MMA equipment which includes rash guard, shorts, shin guards, gloves and hand wraps, plus access to our personalised online training community. This works out at less than \$14 per gym session once the costs of the uniform, equipment and nutrition plan are deducted.

Payment will generally be made online, through PayPal or another secure online payment gateway. We do not store 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. The payment gateway may have the option to tokenise your details, which means they will pass us a token that allows us, and only us, to process future payments. Any partner we use will comply with the PCI-DSS credit card data security industry standards. Where possible we will look to tokenise your payment method so we can process your instalment options automatically. You agree that where possible, your payment instalment options chosen will be processed automatically by us on the date advised when choosing that payment option. If not possible, we will send you an invoice, with a link for you to pay the

invoice through PayPal (or other gateway provider). You agree to pay the invoice promptly, when the invoice is due.

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. We will charge you a late payment fee for a failed payment and, where possible, continue to debit your nominated account without notice until we have received the total amount you owe us. We will make a reasonable effort to let you know beforehand by calling you on the provided contact number.

### **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 W2W, and the fees and the 22 weeks are the minimum fees and term required to be paid for, even if you choose not to turn up.

As MMA is a contact sport, you will need to complete a waiver of liability form from us, and from the W2W Licensee before being allowed to take part. These waivers form part of your acceptance of the offer.

### **Other costs**

You will need to factor in additional costs yourself such as additional W2W merchandise if desired, 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 finale, then there will be costs for those tickets.

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

Due to the limited number of places in a W2W Program, there are limited circumstances in which you can get a refund after you have accepted the invitation:

- Prior to the Program starting, if you have advised us, AND we can find a replacement for your spot in the Program, we can refund everything except the deposit payment.
- If the Program has started, then we are unable to offer you a refund.
- If we are unable to run the Program at all in your location, we will refund you the full fees paid, including the “deposit” payment.
- If we are unable to run the full Program in your location, and cannot provide another suitable venue and coaching, then we will refund the pro-rata amount of the Program not delivered.
- If you get injured and cannot continue, you are not eligible for a refund, however we will consider allowing you to participate in a future series at a reduced rate.

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 and Ticket Sales**

From time to time, we may offer merchandise for sale from our website or through our email communications. Subject to Australian Consumer Law, we will at our discretion accept or reject orders as they are received, depending upon a variety of factors such as availability of the ordered products (especially if a limited release) and our ability to validate payment for the merchandise.

Please choose your products carefully as refunds can only be offered on faulty or damaged goods. There are no refunds for change of mind.

From time to time, we may offer tickets to the series finale for sale from our website or through email communications, or through the W2W Licensee. There will be different classifications of tickets sold, based on seating position and inclusions. There will be a limited number of tickets in each classification available. These tickets will be sold on a first come, first served basis. When classifications of tickets are exhausted then unfortunately no further orders for tickets in that classification will be fulfilled.

Nothing in these Conditions of Sale 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 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."

### **W2W Family Code**

Everyone who participates in a W2W Program becomes part of the extended W2W family. And just like any family we like to take care of our own, so we have a few ground rules in place to ensure that everyone is healthy, and treated fairly and with respect.

The minimum age for a participant is 18 years of age. Unfortunately, if you are younger you are unable to participate in our Program.

On the day you accept our offer, and each time you participate in the W2W 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 active or passive exercise.

Despite our expert coaching experience, our staff and the W2W licensee's staff are not medically trained (with the exception of first 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 W2W 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 W2W Licensee, but the cost of the clearance will be yours.

MMA is a sport founded in discipline and respect. The ethos of the W2W family wholly supports and demands discipline and respect from the participants. 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 participants. Good natured banter between teams and opponents is allowed, but you must not behave inappropriately towards other participants, our staff or the W2W 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. If your behaviour does not correspond with the W2W family ethos, we will talk to you about this. We can cancel your participation in the W2W 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 participants at risk. If your behaviour warrants such action, there is no compensation due to you for the cancellation of your W2W Program access.

## **Responsibilities of each party**

### **Wimp 2 Warrior Responsibilities**

We are responsible for the collection of payment and facilitation of the disbursement of that payment to the W2W Licensee in order to provide your W2W Program.

We are responsible for the concept and general structure of the W2W Program, and the guidelines by which it operates. However, it should be noted that individual W2W Licensee coaches will have different skills and experience and may vary in their emphasis given to particular MMA skills during the Program.

We are responsible for the selection of the W2W Licensees and making sure that they have up to date qualifications and insurance.

Wherever we can, we will help you to resolve issues with any W2W Licensee. However, we require you to have attempted to resolve the matter with the W2W Licensee before the matter is escalated to us.

We are responsible for maintaining an online community for the W2W family.

## **W2W Licensee Responsibilities**

The W2W Licensee is responsible for providing the W2W Program to you. This includes, but is not limited to, providing access to the facilities and coaches.

Training times will be set by the W2W Licensee and the Coaches. There is no way to change the time of the Program once this is set by the W2W Licensee.

W2W Licensee is responsible for following the guidelines provided by us, which includes, but is not limited to, the standard of the facilities, the ratio of coaches to participants, square metres of mat space per participant, First Aid requirements.

The W2W Licensee is responsible for instructing you in the correct methods of the techniques that they are teaching you.

The W2W Licensee is responsible for answering and resolving any queries or issues that you may have with the Program. If your query or issue cannot be resolved then it can be escalated to us.

## **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 W2W Licensee 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 W2W Program on time and when requested.

Telling us anything that affects your participation in the W2W 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 W2W participants 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, world-wide, royalty and compensation free licence to use any film, photographs or sounds of you captured during the W2W 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, W2W 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 W2W has been advised of the possibility of such damages or loss. W2W shall not be liable for delay or failure in performance resulting from causes beyond our reasonable control. In no event shall W2W'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 W2W 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) W2W's use of your likeness, image, sounds and video; (d) your violation of the rights of any third party, including W2W Licensees; (e) your violation of any law.

**Disclaimer:** Our Website and the Program are provided "as is" and "as available". Subject to applicable law, W2W 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, W2W 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, W2W do not guarantee the quality, suitability, safety, or ability of W2W 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 W2W 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.