

The Hearts First Challenge Participation Consent (including privacy collection notice)

1. I warrant that I have read and understood these terms and conditions prior to submitting my expression of interest to participate in the Hearts First Challenge. By submitting my application I agree to be bound by these terms and conditions. I also acknowledge that any Physical Activity undertaken within a gym as part of the Hearts First Challenge participation is also subject to the terms and conditions of that gym, and is a separate agreement between myself and the gym.
2. Your personal information, name and mobile phone number will be collected from you as part of sign up to participate in the Hearts First Challenge. By providing your personal information you consent to our collection, use and disclosure of this information as outlined in our Privacy Notice. A copy of our Privacy Notice is available at www.heartfoundation.org.au or on request that provides detailed information about our privacy practices. As part of your participation in the Hearts First Challenge, we will provide your personal information to Fitness and Lifestyle Group for promotional and communication purposes.
3. I agree that any dispute arising under or in relation to these terms and conditions is governed by the applicable laws, including relevant civil liability provisions, of the Australian state and territory in which I participate in the Hearts First Challenge.
4. I warrant that I am over 18 and of full capacity or, if I am applying on behalf of a person under 18 and/or not of full capacity, that I am a personal legally entitled to enter into an agreement and/or submit to terms and conditions on behalf of that person (for example a parent, guardian or other person holding an enforceable power of attorney). If I am submitting to these terms and conditions on behalf of somebody else, I agree to these terms and conditions on behalf of that person.
5. I accept all risk, responsibility and liability whatsoever and howsoever arising from or in connection with myself, and my children and/or animals (if any) that accompany me in or in relation to the Hearts First Challenge activities.
6. I understand that participating in the Hearts First Challenge will involve me undertaking Physical Activity ranging from gentle to very vigorous.
7. In participating the Hearts First Challenge I will undertake only those levels of Physical Activity that I am comfortable with and physically able to manage.
8. If participating in the Hearts First Challenge will result in a significant increase in my level of Physical Activity, or I have pre-existing medical conditions, I will consult with my health care professional prior to participating in The Hearts First Challenge.
9. I accept and take sole responsibility for all risks and liabilities that may arise from my participation in the Hearts First Challenge, including the risk of injury or loss of life of myself or any other person, and I release the Heart Foundation and Fitness Lifestyle Group as well as all persons or corporations associated or affiliated directly or indirectly with the Hearts First Challenge from any and all claims, liabilities,

demands and proceedings arising from or in relation to any loss, damage, claim, action, expense or personal injury which may be sustained by me as a result of or in connection with:

- a) any neglect, act, omission or failure on the part of the Heart Foundation, Fitness Lifestyle Group or its respective Personnel;
- b) my participation in the Hearts First Challenge; or
- c) my participation at the gym (to which I also agree to be bound by any terms and conditions of that gym)

10. I indemnify the Heart Foundation, Fitness Lifestyle Group and its respective Personnel (those indemnified) against:

- a) all losses incurred by those indemnified;
- b) all liabilities incurred by those indemnified; and
- c) all costs actually payable by those indemnified to their legal representatives (whether or not under a costs agreement) and any other expenses incurred by those indemnified in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out-of court settlement or appeal), arising as a result of or in connection with my participation in the activities of.

11. I warrant that I will provide true and correct information to the Heart Foundation at all times.

12. I acknowledge that the Heart Foundation reserves the right, in its sole discretion, to exclude or reject me from participating in the Hearts First Challenge at any time and without notice, justification or explanation to me.

13. If I no longer consent to be bound by this document as varied from time to time at any time, I will immediately cease my participation in the Hearts First Challenge.

14. In these terms and conditions:

- a) Heart Foundation means the National Heart Foundation of Australia (ABN 98 008 419 761);
- b) The Hearts First Challenge means the Heart Foundation's program to raise funds to help support lifesaving research and encourage Physical Activity, in partnership with Fitness Lifestyle Group;
- c) Participant means an individual participating (or intending to participate) in the Hearts First Challenge;
- d) Personnel means servants, agents, volunteers and employees of the Heart Foundation and Fitness Lifestyle Group;
- e) Physical Activity means any form of exercising.
- f) Fitness Lifestyle Group means the following entities:

Fitness and Lifestyle Group BIDCO Pty Ltd ABN 88 613 738 408;

Fitness and Lifestyle Group MEZZCO Pty Ltd ABN 57 614 113 218;

Fitness and Lifestyle Group MIDCO Pty Ltd ABN 55 614 113 209;

Fitness and Lifestyle Group TOPCO Pty Ltd ABN 50 614 113 192;

Fitness First Australia Pty Limited ABN 65 094 778 622 trading as 'Fitness First'; and

Goodlife Operations Pty Limited ABN 59 120 953 200 trading as 'Goodlife Health Clubs'.