

FITBIT CARDIO TENNIS PROGRAM TERMS & CONDITIONS

Tennis Australia Limited ("**Tennis Australia**") owns the exclusive right in Australia to promote and conduct a physical fitness program featuring tennis training and drills known as "Fitbit Cardio Tennis" ("**Fitbit Cardio Tennis Program**").

The Fitbit Cardio Tennis Program can only be delivered by Tennis Australia qualified coach members who have purchased the Fitbit Cardio Tennis upgrade within Coach Membership ("**Deliverer**").

By registering to be a Deliverer, each Deliverer agrees to the following terms and conditions ("**Terms and Conditions**"):

1. Registration

- 1.1 Tennis Australia may accept or reject this application for registration in its absolute discretion. It is the Deliverer's responsibility to ensure that they have met and continue to meet the requirements specified in these Terms and Conditions.
- 1.2 If the Deliverer breaches any of these Terms and Conditions or fails to meet any of the requirements described in these Terms and Conditions, Tennis Australia may, in its absolute discretion, suspend or terminate the registration.
- 1.3 Without limiting the foregoing, Tennis Australia reserves the right to reject an application for registration or suspend or cancel an existing registration if the Deliverer has delivered or is delivering any coaching activity that is not endorsed by the Australian Sports Commission, National Coaching Accreditation Scheme, International Tennis Federation or Tennis Australia.
- 1.4 Tennis Australia may at any time withdraw a Deliverer's right to conduct the Fitbit Cardio Tennis Program if Tennis Australia elects or is compelled or obliged to cease promoting and conducting the Fitbit Cardio Tennis Program for any reason.
- 1.5 There are no refunds for registration fees for the Fitbit Cardio Tennis Program (even if a registration is suspended or cancelled) and registrations are not transferable.

2. Deliverer's responsibility for Deliverer's assistant deliverers and volunteers

- 2.1 The Deliverer must:
 - (a) register with Tennis Australia all assistant coaches/deliverers that will be involved in any way with the Deliverer's conduct or administration of or participation in the Fitbit Cardio Tennis Program (each an "**Assistant Deliverer**");
 - (b) ensure that each Assistant Deliverer is a Tennis Australia coach member (either qualified or trainee members);

- (c) ensure that no person other than the Deliverer and those Assistant Deliverers registered with Tennis Australia in accordance with (a) above undertake any act or other task in connection with the Deliverer's conduct, provision and/or administration of the Fitbit Cardio Tennis Program; and
- (d) ensure that each Assistant Deliverer registered with Tennis Australia in accordance with (a) above and/or any volunteers helping with the running of the Fitbit Cardio Tennis Program complies with these Terms and Conditions as if they were a party to these Terms and Conditions (including the training and educational requirements). Each Deliverer will remain fully responsible and liable to Tennis Australia under these Terms and Conditions for any act or omission of any sub-contractor, employee or volunteer (including the Assistant Deliverers) as if such act or omission was performed or done by the Deliverer him/herself.

3. Deliverer Requirements

3.1 The Deliverer must:

- (a) ensure their implementation and conduct of the Fitbit Cardio Tennis Program:
 - i. complies with all relevant policies, procedures and other guidelines developed and notified by Tennis Australia to the Deliverer (including through the online "Bounce" resource), including the Fitbit Cardio Tennis Quality Standards and the Fitbit Cardio Tennis Brand Guidelines, which may be updated or replaced by Tennis Australia from time to time;
 - ii. unless otherwise approved by Tennis Australia in writing, uses and implements the Fitbit Cardio Tennis activities, drills and workout plans described in the official Fitbit Cardio Tennis Activity Cards developed by Tennis Australia, and faithfully and accurately use such drills without substantial alteration or change. Relevant documents outlining these requirements are available on the "Bounce" website, and may be updated or replaced by Tennis Australia from time to time; and
 - iii. meets or exceeds the Fitbit Cardio Tennis Quality Standards, which may be updated or replaced by Tennis Australia from time to time (a current copy of which is available on the "Bounce" website);
- (b) honour all Fitbit Cardio Tennis marketing and advertising promotions conducted by Tennis Australia, including all vouchers or other promotional deals offered by Tennis Australia in relation to the Fitbit Cardio Tennis Program (i.e. 2 for 1 deals, "bring a friend" and free workout vouchers) when applicable;

- (c) on request from Tennis Australia, provide to Tennis Australia specific details of:
- i. the number, frequency and volume of participants in the Fitbit Cardio Tennis Program conducted by the Deliverer (such details to be provided in a form acceptable to Tennis Australia); and
 - ii. contact details of participants to enable Tennis Australia to advise such participants of promotions, events, special offers and other like activities offered by Tennis Australia or its stakeholders (subject to the terms set out in the Privacy Statement below);
- (d) comply with the following risk management and other requirements at all times whilst conducting, administering, implementing, promoting and advertising the Fitbit Cardio Tennis Program:
- i. all Deliverers must be Tennis Australia Coach Members who purchased the annual Fitbit Cardio Tennis upgrade within Tennis Australia Coach Membership;
 - ii. all Deliverers must continue to satisfy the Fitbit Cardio Tennis educational and training requirements and standards prescribed by Tennis Australia from time to time (including by attending the prescribed number of Fitbit Cardio Tennis workshops or successfully completing the prescribed number of Fitbit Cardio Tennis online tutorials on the "Bounce" website);
 - iii. all Assistant Deliverers registered with Tennis Australia as contemplated above must satisfy the Fitbit Cardio Tennis educational and training requirements and standards prescribed by Tennis Australia from time to time (including by attending the prescribed number of Fitbit Cardio Tennis workshops or successfully completing the prescribed number of Fitbit Cardio Tennis online tutorials on the "Bounce" website).
- (e) allow their details to be published by Tennis Australia on the official Fitbit Cardio Tennis website managed by Tennis Australia and the online "Find a Workout" facility operated by Tennis Australia, as further described in the section "Privacy Statement" below;
- (f) exercise the rights granted to the Deliverer in these Terms and Conditions in a manner which is consistent with the good name, goodwill and reputation of Tennis Australia and the Fitbit Cardio Tennis Program and otherwise not do anything which may adversely affect the reputation of Tennis Australia or the Fitbit Cardio Tennis Program;

- (g) comply with the reasonable directions and other requirements of Tennis Australia as notified by Tennis Australia to the Deliverer from time to time (including where Tennis Australia makes such directions and requirements available on the "Bounce" website);
- (h) ensure that all children aged under 18 years of age have written parental/guardian consent before participating in the Fitbit Cardio Tennis Program;
- (i) advise all pregnant women who want to participate in the Fitbit Cardio Tennis Program that it is each participant's own responsibility to consult with their doctor to ensure they are physically able to participate in the Fitbit Cardio Tennis Program; and
- (j) treat all Fitbit Cardio Tennis materials as confidential information belonging to Tennis Australia, and not share or modify those materials for use in any competing program.

4. Branding Guidelines

- 4.1 It is imperative that Tennis Australia protects its intellectual property and ensures consistent use of its brand/s. The Deliverer must use the full program name of "Fitbit Cardio Tennis" in their promotion, marketing and advertising of their conduct of the Fitbit Cardio Tennis Program (e.g. club website). If the Deliverer is involved in the Fitbit Cardio Tennis Challenge, the Deliverer must use the full title "Fitbit Cardio Tennis Challenge" when referring to that activity. Tennis Australia will provide a range of marketing collateral and merchandise branded with the Fitbit Cardio Tennis logo for use in conduct and promotion of the Fitbit Cardio Tennis Program.

5. Integrated Logo Guidelines

- 5.1 Each Deliverer is granted the right to use the approved Fitbit Cardio Tennis Integrated Logo for their advertising and promotional material, in accordance with the following conditions:
- (a) Tennis Australia grants to the Deliverer a licence to use the Fitbit Cardio Tennis Integrated Logo (as provided to the Deliverer and amended by Tennis Australia from time to time, or such other Tennis Australia logo nominated by Tennis Australia from time to time) ("**Integrated Logo**") on the Deliverer's advertising and promotional material that complies with (b) to (e) below.

- (b) The Deliverer must only display, use or refer to the Integrated Logo as approved by Tennis Australia and in good faith and so as to enhance and promote the goodwill and reputation of Tennis Australia and the Fitbit Cardio Tennis Program.
- (c) The Integrated Logo must be used in connection with the Fitbit Cardio Tennis Program only in accordance with Tennis Australia's Fitbit Cardio Tennis Integrated Brand Guidelines (as notified to the Deliverer and amended by Tennis Australia from time to time) including when the Deliverer uses the Logo on flyers, court signage, marketing banners, letterheads, website and other items to which Tennis Australia has provided its prior written consent. The most recently updated version of the Fitbit Cardio Tennis Integrated Brand Guidelines must be adhered to, and is available on the "Bounce" website.
- (d) In using the Integrated Logo, the Deliverer must comply with any reasonable directions and conditions of Tennis Australia. Tennis Australia may conduct random audits to ensure compliance with Integrated Brand Guidelines and the requirements of this section "Integrated Logo Guidelines".
- (e) The Integrated Logo cannot be altered or modified in any way and must only be used in accordance with these Terms and Conditions.
- (f) The Deliverer must only use marketing collateral and merchandise that correctly incorporated the Integrated Logo in connection with the Fitbit Cardio Tennis Program. The Deliverer must not use any marketing collateral or merchandise that features the old Cardio Tennis Logo.
- (g) Tennis Australia reserves the right to revoke the Deliverer's right to use the Integrated Logo at any time. Reasons for revocation may include, but are not limited to, a failure by the Deliverer to adhere to the above requirements. If this occurs, or if the Deliverer's Fitbit Cardio Tennis Program registration is not renewed, or is suspended or terminated, the Deliverer must immediately cease all use of the Integrated Logo and all Fitbit Cardio Tennis Program branding and program materials.

6. Fitbit Cardio Tennis Challenge Ambassadors

6.1 If the Deliverer is selected by Tennis Australia to be a Fitbit Cardio Tennis Challenge Ambassador (Ambassador) and agrees to perform that role, the Ambassador must:

- (a) engage in the specific activities requested by Tennis Australia to promote Fitbit and the key program messaging;
- (b) use any marketing materials and other products and materials provided by either Tennis Australia or Fitbit to promote the Fitbit Cardio Tennis Challenge; and
- (c) notify Tennis Australia immediately if there is any reason why he or she is not a fit and proper person to act as an Ambassador and represent the Fitbit Cardio Tennis brand.

6.2 TA may terminate an Ambassador's right to act as an ambassador at any time.

6.3 If an Ambassador's role is terminated or otherwise comes to an end, he/she must immediately cease to use the 'Fitbit Cardio Tennis Challenge' brand and all associated program and marketing materials.

7. Fitbit Brand Protection Requirements

7.1 All Deliverers and Ambassadors are required to:

- (a) comply with TA's direction in respect of the method of delivery of the Program;
- (b) comply with the Integrated Logo Brand Guidelines;
- (c) represent the Fitbit brand and the Fitbit Cardio Tennis brand in a positive manner;
- (d) not make any statement either orally or in writing which is likely to cause detriment, damage, injury or loss to Fitbit or generally bring Fitbit or its business into ridicule or dispute;
- (e) conduct the Cardio Tennis Program, and anything related thereto, in a professional and safe manner consistent with best practices in the industry, and in compliance with all applicable rules, regulations and laws.
- (f) All Deliverers and Ambassadors must not promote any wearable fitness device, other than Fitbit, in connection with the Fitbit Cardio Tennis Program and the Fitbit Cardio Tennis Challenge.

8. Tennis Australia Policies

8.1 The Deliverer is subject to and agrees to comply with and be bound by all relevant Tennis Australia Policies and By-Laws including the Member Protection Policy, the Coach Membership Policies and the Anti-Doping Policy (each as amended from time to time) which are available at tennis.com.au/coaches/membership/policies and tennis.com.au/about-tennis-australia/reports-and-policies/policies.

9. Member Protection Declaration

9.1 A Member Protection Declaration must be signed by the Deliverer and submitted at the time of application. If Tennis Australia becomes aware that the Deliverer is under investigation in relation to any criminal matter of the kind referred to in Tennis Australia's Member Protection Policy, that Deliverer's registration will be suspended until further notice.

10. Insurance

- 10.1 Each Deliverer is responsible for ensuring that any assistant coaches and volunteers (including Assistant Deliverers) that are helping on-court with running the program are covered by the Deliverer's insurance (or carry their own insurance).
- 10.2 Insurance for volunteers and school teachers: separate requirements may apply to volunteers and school teachers delivering the Fitbit Cardio Tennis Program. If you are a volunteer or school teacher, please contact Tennis Australia to discuss these requirements.

11. Indemnity and Release

- 11.1 The Deliverer agrees to indemnify, defend and hold harmless Tennis Australia, its directors, officers and employees against any loss, damage, claim and expense arising out of or in connection with:
- (a) any negligent, reckless, wrongful or unlawful act or omission of the Deliverer (or a subcontractor, employee, agent, volunteer or Assistant Deliverer) in connection with the Fitbit Cardio Tennis Program;
 - (b) any illness or injury to, or any loss of or damage to any property of, the Deliverer or a participant of the Fitbit Cardio Tennis Program; or
 - (c) any breach by the Deliverer of these Terms and Conditions.
- 11.2 The Deliverer releases Tennis Australia and its directors, officers and employees from any liability to the Deliverer arising out of or in connection with:
- (a) any loss of or damage to any property of the Deliverer or any property for which the Deliverer is responsible in connection with the Fitbit Cardio Tennis Program; or
 - (b) any injury or illness or death of the Deliverer or any participant in the Fitbit Cardio Tennis Program.
- 11.3 The indemnities and releases set out above survive the expiry or termination of the Deliverer's registration and these Terms and Conditions.

12. Privacy

- 12.1 To consider, process and administrate each Deliverer's registration and to provide each Deliverer with information in relation to the Fitbit Cardio Tennis Program and other related purposes, Tennis Australia needs to collect personal information about the Deliverer. When providing personal information, the Deliverer agrees that this will be used by Tennis Australia and other Australian Tennis Organisations under the terms of this statement, and the tennis privacy policy located at www.tennis.com.au/privacy, which contains information about how the Deliverer may access and seek correction of his/her personal information or complain about a breach of privacy, and how Tennis Australia will deal with that complaint. If the Deliverer does not agree, the Deliverer must not provide his/her personal information, and the Deliverer may be unable to access the Fitbit Cardio Tennis Program and all of our products and services. Tennis Australia and other Australian Tennis Organisations may disclose the Deliverer's personal information to other parties, including Tennis Australia's related companies, other Australian Tennis Organisations, and third parties who provide Tennis Australia services. From time to time, these third parties may be located (and therefore personal information may be disclosed) overseas, including to the USA and the Netherlands and as otherwise specified in the tennis privacy policy. Tennis Australia and other Australian Tennis Organisations may use and disclose the Deliverer's personal information for direct marketing purposes regarding the Fitbit Cardio Tennis Program and the products and services the Deliverer signs up to receive, unless the Deliverer opts-out (which can be done at any time in accordance with the tennis privacy policy).
- 12.2 Without limiting any of the above, each Deliverer's name, business name, phone number and/or email address will be included on Tennis Australia's website and in selected press ads promoting Fitbit Cardio Tennis Program as per each Deliverer's instructions via their My Tennis profile. Each Deliverer must promptly update their profile page on the Coach Membership My Tennis page to reflect any updated details relating to that Deliverer's conduct of the Fitbit Cardio Tennis Program (including workout times and venues) as and when such details change from time to time.
- 12.3 Where the Deliverer provides to Tennis Australia any personal information of a third party ("**Third Party Personal Information**") (eg participants of the Fitbit Cardio Tennis Program conducted by the Deliverer), the Deliverer must ensure that:
- (a) the Deliverer has verified and confirmed that the Third Party Personal Information is accurate, complete and up to date; and
 - (b) the person to whom the Third Party Personal Information relates (or, where the person to whom the Third Party Personal Information relates is under 18 years old, the parent or legal guardian of that person) has:
 - i. been informed of and accepted the privacy policy located at www.tennis.com.au/privacy and privacy statement located at www.tennis.com.au/privacy-statement; and

- ii. given prior written consent to the provision of the Third Party Personal Information to Tennis Australia by the Deliverer.

13. Discontinuation from the Program

- 13.1 If a Deliverer discontinues from the Fitbit Cardio Tennis Program at any stage, he/she must not make any public representation(s) as to his or her continued involvement with the program. Tennis Australia may request that the Deliverer return specific promotional items to it (e.g. banners and posters) and the Deliverer must comply with any such requests immediately.

14. Playback Rebate – Capped at \$500:

- 14.1 Subject to the conditions below, as part of Tennis Australia's Playback Rebate program, each Deliverer is eligible to receive a merchandise voucher ("**Voucher**") redeemable for ANZ Tennis Hot Shots or Fitbit Cardio Tennis equipment or merchandise.
- 14.2 The monetary amount of the Voucher will be based on the total number of Fitbit Cardio Tennis participants that participate in the Deliverer's Fitbit Cardio Tennis Program and register on www.cardiotennis.com.au (listing the Deliverer that delivered their Fitbit Cardio Tennis workout) between 1 July 2016 and 30 June 2017. A credit of \$2.00 will be applied to the Voucher for each such participant.
- 14.3 To be eligible to receive the Voucher, a Deliverer must renew their coach membership (including the Fitbit Cardio Tennis program upgrade) or Fitbit Cardio Tennis Fitness Trainers membership (as applicable) for the 2017/2018 financial year by 30 June 2017.
- 14.4 A limit of \$500 per year, per Coach, applies to the Playback Rebate Program; meaning a Voucher will only be issued in relation to the first 250 participants that nominate the Coach when registering for either the ANZ Tennis Hot Shots program or the Fitbit Cardio program.

The Voucher will be provided to the Deliverer in early August 2017 and will expire on 30 June 2018. The Voucher can be used at the Tennis Australia online shop, the specifics of which will be advised to the Deliverer at a later date.

15. Variation of these Terms and Conditions

- 15.1 Tennis Australia reserves the right to vary or amend these Terms and Conditions from time to time by replacing these Terms and Conditions on its website.