

MSC SWIM SCHOOL

TERMS AND CONDITIONS

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS. UPON AGREEING TO THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS

You apply, either yourself or on behalf of a participant under the age of 18 as their parent/guardian, for approval to participate in the Activity. In consideration of the application being accepted, you (or you and the participant(s)) acknowledge and agree to the terms and conditions (**Conditions**) below. You agree to these Conditions on your own behalf, or where relevant also on behalf of the participant.

1. COMMUNICATION

The MSC Swim School will use email as the primary communication channel. Please provide your preferred email contact on the enrolment form; you are responsible to inform the MSC Swim School if your contact details change. Not providing an email address will result in the loss of important and specific communications about your lessons, important information about the MSC Swim School and Melbourne Sports and Aquatic Centre (**MSAC**).

2. SWIM SCHOOL CLOSURES

MSC Swim School is closed on public holidays and during the Melbourne Grand Prix Period. No lessons will take place on these days or during noted holiday breaks based on the MSC Swim School calendar as amended and updated from time to time. The MSC Swim School Calendar is available on the website <https://melbournesportscentres.com.au/aquatics/parent-resources/>

3. PARKING

MSC Swim School members receive up to 1 hour of free parking, in the stadium and Lakeside Stadium car park, on the day of your scheduled lesson. Standard rates apply thereafter. MSC Swim School members must register your licence plate with MSAC reception for automatic entry.

4. PAYMENT OF FEES

Enrolments can be made by direct debit instalments or upfront term payments in accordance with these Conditions.

5. DIRECT DEBIT ENROLMENT

(a) Direct Debit can be made from bank account or credit card and will occur fortnightly. Payments are made two weeks in advance, starting on the date stated on the Direct Debit Agreement Form. The first class(s) of the enrolment are required to be paid in advance at the time of the enrolment, this pro rata is based on the next direct debit payment. If a scheduled payment day falls on a public holiday, we will debit your account on the next business day. Depending on your bank, payments may take up to 5 business days to be processed. You agree to pay the instalment amount at the agreed payment frequency until Your membership is formally cancelled.

(b) To help You understand Your rights and responsibilities when making repayments by direct debit, please see the below detail. You are responsible for:

- (i) making sure that Your nominated account is set up to accept our direct debit. If You are uncertain about this, please check with the financial institution where Your account is held;
- (ii) making sure there is enough money in Your nominated account on the direct debit due date and up to 5 business days following. Note there may be a delay in processing the direct debit if there is a public holiday on the day of the debit; and
- (iii) informing the MSC Swim School if Your bank or credit card details change. You need to give us seven (7) days' notice before the direct debit due date for cancelling your membership and related direct debt. If:
 - (iv) You consider that a direct debit repayment has been initiated incorrectly, or if You do not understand any aspect of the direct debit procedure, You should contact reception; and
 - (v) Your bank or credit card provider does not allow a payment, such as where your account does not have enough money in it or you are over your credit limit, you will be required to pay the outstanding amount within 7 days. Payment can be made via the authorisation form on our website, over the phone

or in person at MSC Swim School Reception. Any fees for a Direct Debit payment that is dishonoured or unable to be processed will be passed onto You.

(c) We may increase the fees associated with the Activity at any time. We will make a reasonable effort to notify you about any fee increases one (1) month prior to date that our fees will increase from. Where we have made a reasonable effort to let you know about a fee increase, You authorise us to increase any debits from Your nominated account or credit card in line with this increase. By completing and signing the Direct Debit Agreement form you agree to all terms and conditions. If You are having difficulty meeting Your direct debit instalments, You should contact the MSC Swim School reception.

(d) We will keep all information relating to Your financial institution account confidential, except where required for the purposes of conducting direct debits with Your financial institution or in connection with claims made on us relating to an alleged incorrect debit.

6. CANCELLATION OF DIRECT DEBIT ENROLMENT

(a) All enrolments are perpetual (ongoing) and the direct debit payments will continue until written notice of cancellation is submitted by You. Two (2) weeks' notice is required to cease Your enrolment and direct debit agreement. All Cancellation requests must be received in writing by emailing SwimS@ssct.com.au or online at <https://melbournesportscentres.com.au/about/swim-school-resources>

(b) If You are withdrawing due to medical reasons, we will action your cancellation as soon as we receive notification in writing, along with a copy of a medical certificate. Credits or refunds will not be granted for missed lessons prior to written notification

(c) Cancellations will not be granted until outstanding amounts owing are paid in full. MSC Swim School reserves the right to cancel enrolments where outstanding amounts exceed 28 days in arrears.

(d) Written notice of termination will be given by email.

(e) If you receive written notice of termination and you do not wish your enrolment to be cancelled, you will need to contact the MSC Swim School reception immediately to pay your outstanding balance.

(f) Should your agreement be terminated the MSC Swim School will continue to pursue the amount owed until settlement is made.

7. SUSPENSION OF DIRECT DEBIT ENROLMENT.

(a) To qualify for a direct debit suspension, written notice must be received prior to your scheduled lesson. You or the child/children in your care will retain a place in the class upon return. Students can suspend up to four (4) weeks of lessons per calendar year.

(b) Lesson Suspension requests must be received in writing by emailing SwimS@ssct.com.au

(c) Suspensions are only available for direct debit enrolments without outstanding amounts owing

(d) Missed lessons due to medical illness or injury will need to request a suspension in writing before your scheduled swimming lesson. In the instance where the student is no longer eligible for a suspension because they have used a maximum of 4 weeks suspension during the year a Cancellation is recommended.

(e) Credits and Refunds are not available for missed classes.

8. STANDARDS OF BEHAVIOUR

(a) You agree that for the duration of Your participation in the Activity, You must:

(i) not undertake any prohibited behaviour (as that term is defined in the MSAC conditions of ticketing and entry) while in, at or around MSAC or any other MSC venue (**Venue**);

(ii) at all times comply with the MSC Code of Conduct (which is available at <https://melbournesportscentres.com.au/> in relation to any dealings You have with MSC, the MSC Swim School or their respective staff, contractors and representatives (**MSC Representatives**), MSAC or a Venue, or in relation to these Conditions or Your participation in the Activity in general;

(iii) treat all MSC Representatives and other participants in the Activity with respect and courtesy at all times;

(iv) not act in a manner unbecoming of a Participant or prejudicial to the reputation of MSC, MSAC or other Venue, the MSC Swim School or the Activity;

(v) not do anything to negatively impact or affect the image, goodwill, name or reputation of MSC, MSAC or other Venue, the MSC Swim School or the Activity; and

(vi) not abuse, threaten, harass, discriminate against, assault, fraudulently misrepresent or otherwise materially detrimentally impact or effect any MSC or MSC Swim School staff, contractors and representatives.

(b) You agree You will submit to any measures taken against You under these Conditions for a breach of the standards of behaviour outlined in clause 8.

9. CANCELLATION FOR BREACH

(a) Where You breach one or more of these Conditions, including but not limited to the standards of behaviour set out in clause 8, MSC may in its sole discretion, without otherwise limiting the rights available to it under these Conditions or at law:

(i) immediately upon written notice to You:

(A) terminate Your participation in the Activity; or

(B) suspend Your participation in the Activity for a period of up to three months, as otherwise determined by MSC in its discretion;

(ii) issue a written warning to You;

(iii) prohibit Your entry to, or immediately expel You from, the Activity, MSAC or a Venue; and/or

(iv) take any other action permitted under the MSAC conditions of ticketing and entry.

(b) In the case that Your participation in the Activity is:

(i) terminated by MSC under clause 9(a)(i)(A), You:

(A) are liable to pay to SSCT the outstanding amount of the current unbilled billing cycle, pro-rated to the period of the cycle for which You were a participant; and

(B) are not liable to pay any additional fees other than specified in (A) above; or

(ii) suspended by SSCT under clause 9(a)(i)(B), You will not have access to the Activity or any of the Activity's services and are not liable to pay the applicable Activity fees, for the duration of Your suspension period.

(c) You acknowledge and agree that in the event Your participation in the Activity is terminated by SSCT in accordance with clause 9(a), You release and indemnify SSCT in relation to any costs, expenses, actions, suits, proceedings, claims, demands or damages arising directly or indirectly in relation to such termination.

10. UPFRONT TERM ENROLMENT

(a) All fees for Term enrolment(s) must be paid in full at the time of booking

(b) The Term enrolment(s) runs for the period as outlined on the Term Enrolment form and will not automatically carry over after this period.

(c) In the event of cancelling a Term enrolment due to extended absence through injury or ill-health, the amount of credit (i.e. lessons remaining in term) at the time of notification may be transferred to MSC Swim School credit (credit is valid for 6mths).^[SEP] Credit will not be granted where MSC Swim School has been notified after missed lessons.

(d) All Cancellations must be received in writing before your scheduled lessons by emailing SwimS@ssct.com.au. A medical certificate must be provided in order to receive a credit.

(e) Credits will not be granted for absences due to going away on holidays, exams, or clashes with other activities.

- (f) Refunds are not available for missed classes.
- (g) Classes will not be secured until full payment has been received

11. MISSED LESSONS

(a) In the event of illness, injury or clash of activities each student is entitled a maximum of two (2) **Family Practice passes*** per term.

***Family Practice Pass** allows 4 family members (max 2 Adults) to access the Aquatic Leisure Area within MSAC opening hours; A Family Practice Pass is valid for 6 months from date of issue.

(b) To qualify for a Family Practice Pass MSC Swim School must be notified by email; SwimS@ssct.com.au, up to one (1) hour prior to your scheduled class.

(c) Family Practice passes are only available for direct debit enrolments without outstanding amounts owing.

(d) Failure to notify the MSC Swim School by email before your scheduled lesson will result in lessons and Family Practice Passes being forfeited.

(e) In order to maintain the highest quality of instruction and minimise disruption for all participants, the MSC Swim School does not offer make-up classes for missed lessons.

(f) Missed lessons due to illness, injury or clash or activities will not be refunded or credited; alternatively, family practice passes are available

(g) For on-going illness or injury which result in more than two (2) missed lessons a cancellation of lessons is suggested – refer to Cancellation of Lessons above.

12. SICKNESS AND COMMUNICABLE DISEASES

Please respect our precautionary health rules and refrain from lessons if Your child is suffering from any of the following: any contagious disease e.g., conjunctivitis, rubella, flu, gastro, fever, common cold, runny infected noses, sore throats, cold sores, ringworm, head lice and urinary tract infection. Where there is any risk, however small, to other users.

13. CHANGES TO BOOKINGS

MSC Swim School reserves the right to cancel or change classes, locations and instructors or move students if the need arises, changes will not be made unnecessarily. The MSC Swim School will communicate any changes to You; in advance whenever possible.

14. EVENTS

The MSC Swim School is part of a large facility and is used regularly for events and large bookings throughout the year. During these periods there may be disruptions to the availability of MSAC, the MSC Swim School will use its best endeavours to accommodate all users of the facility during these periods; however, in some circumstances changes to regular structure or cancellations may be necessary. The MSC Swim School will make every effort to keep you informed of potential disruptions or cancellations throughout your enrolment.

15. PARENTAL SUPERVISION

It is a condition of entry to MSAC that all children must be accompanied by a parent or guardian whilst at MSAC. Participants under the age of 18 will not be accepted into lessons if their parent or guardian is absent. Participants under the age of 18 must be dropped off (to an MSC Swim School instructor) and collected (from MSC Swim School instructor) by a parent or guardian over the age of eighteen at the start and conclusion of every lesson. Children under the age of five who swim before and/or after their lessons must be accompanied in the water and within arm's reach, by a person over the age of 16. Children under the age of 16 must be activity supervised by parents at all-times within the centre and while in the water. MSAC is a Watch Around the Water accredited facility, please help support this policy and please see our website for more information about water safety <http://www.melbournesportshub.com.au/msac/water-safety/>.

16. APPROPRIATE CLOTHING, BABY NAPPIES AND SWIM CAPS

All Participants that are not fully toilet trained must wear the correct form of aqua nappy if swimming in a public facility. Please ensure that Participants are suitably attired if they fall into this category for the comfort and safety of all patrons. We also require appropriate swim wear to be worn at all times. We recommend swim caps be worn for all lessons; MSC Swim School caps are available for purchase in MSAC.

17. CHANGES TO OPERATIONS

MSC Swim School may be required from time to time to update the operation of MSAC, including but not limited to:

- (i) operating hours;
- (ii) availability of specific facilities or services within facilities;
- (iii) closure of part of MSAC, or of specific equipment, for maintenance; and
- (iv) changing conditions of entry to MSAC.

Where a change outlined above occurs, MSC Swim School will use its best endeavours to provide reasonable notice to You, by way of (including but not limited to) its website, email, SMS and notice boards.

18. GENERAL

- (a) These Conditions comprise the entire agreement between the parties in relation to its subject matter and supersede and replace any previous agreement or arrangement between the parties in relation to its subject matter.
- (b) MSC Swim School reserves the right in its sole discretion to vary these Conditions by providing You with one month's advance notice of any variation. The notice may be provided by any reasonable communication method, including but not limited to MSC Swim School's website, social media channels, email, SMS or signage.
- (c) Any provision of these Conditions which is void or unenforceable may be severed without affecting the enforceability of other provisions.
- (d) These Conditions are governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.
- (e) You warrant that all information provided to MSC Swim School is true and correct.

19. RULES

- (a) These Conditions, and any other documents referenced within these Conditions, including but not limited to the MSAC conditions of ticketing and entry, and the MSC Code of Conduct, comprise a contract between You and MSC Swim School which is necessary and reasonable for promoting and conducting the Activity.
- (b) You acknowledge this application for participation in the Activity will be accepted upon notification to You by MSC Swim School and You acknowledge that You will be bound by and agree to comply with such rules, terms and conditions as may be imposed by MSC Swim School with respect to the conduct and management of the Activity, including but not limited to all relevant rules, regulations, policies and codes of conduct of MSC Swim School, as amended from time to time. You agree that You will follow any rules and/or directions set by MSC Swim School in connection with the Activity and understand that if You fail to comply with any such rules or directions You will not be permitted to participate or to continue to participate in the Activity and no refund will be given.

20. RISK WARNING

- (a) Participation in the recreational activities supplied by MSC Swim School is inherently dangerous and may involve risk. There are risks specifically associated with participation in the recreational activities and accidents can and often do happen which may result in personal injury, death or property damage. Prior to You undertaking any such recreational activity, You should ensure You are aware of all of the risks involved, including those risks associated with any health condition You may have.
- (b) By agreeing to these Conditions, You acknowledge, agree, and understand that participation in the recreational services provided by MSC Swim School may involve risk. You agree and undertake any such risk voluntarily and at Your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

21. WAIVER

- (a) A supplier of recreational services or recreational activities can ask You to agree that statutory guarantees under the *Australian Consumer Law* (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to You (or a person for whom or on whose behalf You are acquiring the services or activities).
- (b) By agreeing to these Conditions, You will be agreeing that Your rights (or the rights of a person for whom or on whose behalf You are acquiring the services) to sue the supplier in relation to recreational services or

recreational activities undertaken because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

(c) By agreeing to these Conditions, You agree that the liability of MSC Swim School in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) for any:

- (i) death;
- (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (iii) the contraction, aggravation or acceleration of a disease;
- (iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (A) that is or may be harmful or disadvantageous to You or the community; or
 - (B) that may result in harm or disadvantage to You or the community, that may be suffered by You (or a person for whom or on whose behalf You are acquiring the services) resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services to which the Australian Consumer Law (Victoria) applies:

(d) Warning under the Australian Consumer Law and Fair Trading Act 2012 (Vic): Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named in these Conditions, MSC Swim School, is required to ensure that the recreational services it supplies to You:

- (a) are rendered with due care and skill;
- (b) are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- (c) might reasonably be expected to achieve any result You have made known to the supplier.

Under section 22 of the Australian Consumer Law and *Fair Trading Act 2012* (Vic), the supplier is entitled to ask You to agree that these conditions do not apply to You. If You agree to these Conditions, You will be agreeing that Your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) if You are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these Conditions.

Note: The change to Your rights, as set out in these Conditions, does not apply if Your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* (Vic) and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

Exclusion of rights under the Australian Consumer Law (Victoria): By agreeing to these Conditions, You agree that the liability of MSC Swim School for any death or personal injury (as defined in the *Australian Consumer Law and Fair Trading Act 2012* (Vic)) that may be suffered by You (or a person from whom or on whose behalf You are acquiring the services) resulting from the supply of recreational services is excluded.

22. RELEASE AND INDEMNITY

(a) In consideration of MSC Swim School accepting this application, to the extent permitted by law, You:

- (i) release and will release MSC Swim School from all Claims that You may have or may have had but for this release arising from or in connection with participation in the Activity; and
- (ii) release and indemnify MSC Swim School against any Claim which may be made by You or on the Participant's behalf for or in respect of or arising out of the Participant's death whether caused by the negligence or breach of contract by MSC Swim School or in any other manner whatsoever; and
- (iii) indemnify and will keep indemnified MSC Swim School to the extent permitted by law in respect of any Claim by any person:
 - (A) arising as a result of or in connection with the Participant's enrolment or his/her participation in the Activity; and
 - (B) against MSC Swim School in respect of any injury, loss or damage arising out of or in connection with the Participant's failure to comply with the rules or directions of MSC Swim School,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of MSC Swim School.

23. EXCLUSION OF LIABILITY

- (a) All express or implied guarantees, warranties, representations or other terms relating to these Conditions or their subject matter not expressly set out in these Conditions, are excluded from these Conditions to the maximum extent permitted by law.
- (b) Nothing in these Conditions excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot be lawfully excluded or limited. This may include the Australian Consumer Law, which contains guarantees that protect the purchasers of goods and services in certain circumstances.
- (c) If any guarantee, warranty, term or condition is implied or imposed in relation to these Conditions under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a Non-Excludable Provision), and MSC Swim School is able to limit Your remedy for a breach of the Non-Excludable Provision, the liability of MSC Swim School for breach of the Non-Excludable Provision is limited to one or more of the following at the option of MSC Swim School:
 - (A) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - (B) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- (d) Subject to paragraphs 6(b) and 6(c), the parties agree that the total liability of MSC Swim School to You for loss or damage of any kind whether arising in tort (including negligence), contract, under statute or otherwise is limited to the total amount of fees paid by You under these Conditions.

24. BAR TO PROCEEDINGS

- (a) You acknowledge that MSC Swim School may plead these Conditions as a bar to proceedings now or in the future commenced by or on behalf of You or on behalf of the Participant or by any person claiming through You or the Participant. Where You commence proceedings against MSC Swim School, You:
 - (i) will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
 - (ii) waive any right to object to the exercise of such jurisdiction;
 - (iii) will, where You seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by MSC Swim School) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by MSC Swim School to remove the proceedings to the jurisdiction in which any incident occurs;
 - (iv) will pay the costs of any application made by MSC Swim School under paragraph 7(iii) above and will consent to any application for security of costs made at any time by MSC Swim School; and
 - (v) consent to paying MSC Swim School's legal defence costs of the proceedings (on a solicitor client basis) where MSC Swim School defends the proceedings.

25. INSURANCE

Insurance is in place that may provide limited cover to You or the Participant whilst participating in the Activity. You understand that this insurance may not cover You for all injury, loss or damage sustained and You acknowledge that MSC Swim School does not make any representations about the suitability of any insurance. You also understand You can, in Your own interests and at Your own expense, seek and obtain personal insurances over and above any cover that may be provided by MSC Swim School.

26. FITNESS TO PARTICIPATE

You declare that You are medically and physically fit and able to participate in the Activity. You are not and must not be a danger to Yourself or to the health and safety of others.

27. MEDICAL TREATMENT

You consent to receiving any medical treatment that MSC Swim School reasonably considers necessary or desirable for You during participation in the Activity. You also agree to reimburse MSC Swim School for any costs or expenses incurred in providing You with medical treatment.

28. PRIVACY

(a) You understand that the personal information You provide in this application is collected, used and disclosed in accordance with the Privacy Policy of MSC Swim School (available [insert web address for SSCT Privacy Policy]). You acknowledge that Your personal information may be used and disclosed by MSC Swim School for the purposes of conducting and administering the Activity and other related activities, providing services or promotional material, complying with legal obligations or otherwise in accordance with MSC Swim School's Privacy Policy. The holder of Your personal information may share that information with third parties strictly in accordance with and as detailed in the Privacy Policy however Your personal information will not generally be disclosed to anyone outside Australia. For the avoidance of doubt, your personal information will not be sold to other organisations and any marketing communications to you will be in accordance with the requirements under the Privacy Law. You understand that MSC Swim School's Privacy Policy contains information about how You may access and request correction of Your personal information held by MSC Swim School or make a complaint about the handling of Your personal information, and provides information about how a complaint will be dealt with by MSC Swim School. You acknowledge that Your application may be rejected if the information is not provided. If You do not wish to receive promotional material from MSC Swim School or its partners, sponsors, service providers and other third parties You must advise MSC Swim School in writing or via the opt-out procedures provided in the relevant communication.

29. NON-TRANSFERABLE

A right to participate in the Activity (if granted) is non-transferable to other programs or to other people. Any attempt to transfer to another person without the knowledge of MSC Swim School may result in the cancellation of any rights granted to you by MSC Swim School without refund and You may not be permitted to again participate in the Activity.

30. DEFINITIONS AND INTERPRETATION

(a) In these Conditions the following expressions have the following meanings:

Activity means participating in any capacity in any authorised or recognised swimming program conducted by the MSC Swim School.

Claim means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Activity, but does not include a claim against MSC Swim School by any person expressly entitled to make a claim under a MSC Swim School insurance policy.

MSAC means the Melbourne Sports and Aquatic Centre located at 30 Aughtie Drive, Melbourne VIC 3206.

MSC Swim School means the swim school operated by Melbourne Sports Centres (ABN 16 374 471 008) and includes, where the context permits, its respective directors, officers, members, servants and agents.

Participant means an applicant for participation in the Activity as included on this form.

You means a Participant, and where the Participant is under the age of 18, both the Participant and the Participant's parent/guardian.

(b) In these Conditions: any references: to the singular includes the plural and vice versa, to any gender includes all genders, to persons includes all bodies and associations both incorporated and unincorporated, to any legislation or regulation includes all amending and succeeding legislation and regulations, to the word "including" must be construed without limitation, to a "Clause" means a clause in these Conditions; and paragraph headings are for reference purposes only.