

PRIVACY POLICY

Club 8 Sports understand that you value your privacy and wish to have your personal information kept secure. For these reasons, we place a high priority on the security of the personal information we hold. We have developed this policy to inform you of how we manage your personal information and maintain its integrity and security.

We are bound by the Australian Privacy Act 1988, and the privacy principles prescribed by that legislation (Australian Privacy Laws). You can find more information about the Privacy Act 1988 at the Office of the Australian Information Commissioner website at: www.oaic.gov.au

Respect for your privacy

While we keep your personal information secure, we also believe that you have the right to be informed about how we deal with that information so, if on reading this policy you are unclear on any of the matters or simply want more information, please contact our Privacy Officer by using the contact details provided below.

The personal information we collect and hold

We aim to collect and hold personal information only if it is reasonably necessary to providing the service, product or information you have requested from us.

Depending on the nature of your relationship with us, we may collect personal information such as your name, address, telephone number or email address. For prospective employees, we may also seek information such as your resume and employment history and for customers we may collect information about your use of our products and services.

How we collect and hold personal information

Unless it is unreasonable and impracticable to do so, we collect your personal information from you directly, for example when you provide your personal information using the Contact forms on our websites, by using cookies on our websites. We also use a United States based service provider (mailchimp) to assist us to collect and hold your personal information. At the time of collection, or as soon as practicable after we have collected it, we will take reasonable steps to notify you of the collection and of any matters relevant to the collection. Naturally we collect and hold a broad range of personal information gathered during the course of providing our products or services. However as stated above, we strive to ensure that we collect and hold only that personal information which is relevant to your specific matters.

In general terms, you are under no obligation to provide any information that we may request of you. You should however be aware that by withholding requested information, we may be unable to provide you with our goods or services.

How we use cookies

When you access the Club 8 Sports web site or web application a small file (cookie) is saved on your computer's hard drive. Cookies are used to collect information about how websites are used. The data contained in any cookie is encrypted and in no way gives us access to your computer or any information about you.

The purposes for which we collect, hold, use and disclose personal information

We collect, hold and use your personal information primarily for purposes such as keeping you informed of our products or services, undertaking business transactions with you, complying with our obligations of employment and keeping you updated on company information and events, or if it is reasonable to expect that we would use or disclose your personal information for other purposes which are related to those purposes.

- to send newsletters to you;
- to invite you to events hosted by Club 8 Sports;
- to inform you of products or services that can be purchased from Club 8 Sports; or
- to inform you of developments at Club 8 Sports.

As our business operates in Australia, and as we use an Australian service provider to assist in the collection and storage of personal information, we may disclose your personal information to recipients in Australia.

We may also disclose your personal information to the following third parties:

IT technicians who may need access when providing on-site support (although it is our practice for them to work under supervision).

We will not otherwise disclose information about you unless the disclosure is required by law; is authorised by law; or you have consented to Club 8 Sports disclosing the information about you.

Personal information quality

We aim to ensure that your personal information is accurate, complete and up to date. To assist us in this, you need to provide true, accurate, current and complete information about yourself as requested and properly update the information to us to keep it true, accurate, current and complete.

If you believe that the information is inaccurate or incomplete, please contact us and we will use all reasonable effort to correct the information.

In the event that we do not believe the information to be incorrect, we will take reasonable steps to add a statement to the information claiming that you believe the information is not accurate, complete or up-to-date.

Securing your personal information

We are committed to keeping your information secure and will take reasonable steps to protect the personal information we hold from misuse, loss and unauthorised access, modification or disclosure. We will also take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed.

Accessing and correcting your personal information

You may request access, or correction, to all personal information that we hold about you. Prior to providing any information to you we will require proof of your identity. To obtain your personal information you should contact our Privacy Officer on hello@club8sports.com.au

In most cases, your information shall be provided free of charge, however for complex or substantial requests we may charge a reasonable fee for this service.

We will give you access to, or correct, your personal information unless there is a lawful reason for refusing your request for access or correction. If we refuse your request we will give you a written notice explaining our reasons for that refusal and how you may complain about that refusal.

Changes to this statement

This Privacy Policy is not a static document; we may make changes to this Privacy Policy from time to time for any reason. We will publish these changes on our website. This Privacy Policy supersedes all of our previous Privacy Policies.

Complaints

If you have a complaint about our collection, use or disclosure of your personal information, or you wish to make a complaint about a breach of the Australian Laws, please contact our Privacy Officer via the details provided below.

Please set out the details of your complaint and your contact details. Our Privacy Officer will contact you to acknowledge your request and ask for any other applicable information. The Privacy Officer will then proceed to investigate the issue and advise you in writing of the outcome. If you are not satisfied with the outcome, you can also make a complaint to:

The Office of the Australian Information Commissioner if you are in Australia. Further information is available at www.oaic.gov.au

Contacting Us

If you would like further information regarding this Privacy Policy or if you have concerns about the information that we currently hold about you or any aspect of this Privacy Policy, please contact the Privacy Officer at:

Email: hello@club8sports.com.au

TERMS OF USE

The following Website Terms of Use apply to this website (and related the Club 8 Sports websites) which are operated by Club 8 Sports under the www.Club8Sports.com.au

By proceeding beyond the homepage you agree to accept these Terms of Use and we agree to grant you a non-exclusive, non-transferable licence to use this website in accordance with the conditions set out below.

We may revise these Terms of Use from time to time without notice and such revision will take effect when it is posted on this Website. Your continued use of this Website will be regarded as your acceptance of these Terms of Use as amended.

Copyright and submitted material

All materials and information on this Website including without limitation any logo, design, text, graphic and their arrangement are licensed to or owned by Club 8 Sports. Other than the content and applications we have expressly specified to be downloaded you must not copy, distribute, republish, download, display, post or transmit the Content in any form or by any means including but not limited to electronic, mechanical or otherwise without our prior written permission or the written permission of the copyright owner. You may access and use the Content and this Website for your own personal use only. Unless expressly permitted otherwise, you must not do anything to alter, modify or add to the Content.

You acknowledge and agree that if you contribute Content to the Website, such Content will become our property and you hereby assign all rights, title and interests in and to such contributions to us. We reserve the right to remove any Content from the Website at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have breached the immediately preceding sentence), or for no reason at all.

Any comments or materials sent to us through the Website including feedback data, questions, comments and suggestions will be deemed to be non-confidential. We have no obligation of any kind with respect to such Feedback and will be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the Feedback to others without limitation. Further, we will be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services incorporating such Feedback.

Links

We may provide links on this Website to the websites of third parties. However, you acknowledge and agree that we have no control over and do not monitor these third party websites. We make no representations regarding the accuracy, completeness or suitability of the third party website, its products or services and cannot accept any liability for these websites. A link to a third party website does not mean that we endorse the content of that website. Your access to third party websites will be governed by their own terms of use.

Except from the ASX and Computershare, we may receive fees, commissions and/or rebates from third parties for goods and services detailed on the Website or accessible through a hyperlink on Website. You acknowledge and consent to us receiving such amounts.

You may not create a link to this Website from another website or document without our prior written consent.

Privacy

The Club 8 Sports Privacy Policy applicable to this Website explains how personal data will be treated as you access and interact with this Website and can be accessed here.

User conduct

You are responsible for all of your activity in connection with accessing the Website. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to the Website. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain personal data from any Website user.

In accessing this Website, you must not:

- Disrupt or interfere with the Website, or any services, system resources, accounts, servers or networks connected to or accessible through this Website or linked websites;
- Disrupt or interfere with any other user enjoyment of this Website or linked websites;
- Use any robot, spider, other automatic device or manual process to monitor, copy or extract any web pages on the Website, or any of the Content, without our prior written permission;
- Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website;
- Reverse engineer, reverse assemble or otherwise attempt to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with the Website;
- Use the Website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including material that are deemed threatening or obscene;
- Engage in any kind of illegal, criminal or tortious activity through the use of the Website, including infringement of any third party intellectual property rights (including without limitation copyright, trade marks, patent, trade secrets and confidential information), fraud, child pornography, trafficking in obscene material, violation of applicable export restrictions, drug dealing, gambling, harassment, stalking, spamming, hacking, sending of viruses or other harmful files, or illegal posting of computer passwords or computer code;
- Attempt to obtain unauthorised access to this Website or parts of this Website that are not opened to public access; or Post or transmit to or via this Website any defamatory, derogatory or offensive material or publications.

If we issue you with a password that permits you to access certain parts of this Website, you are solely responsible for any use of the Website through such access, whether authorised or not.

You must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on this Website. We reserve the right to report potentially criminal activity to appropriate law enforcement agencies.

Indemnity

You agree to indemnify and hold us (and our related bodies corporate, directors, officers, employees, agents and contractors) harmless from any claim, action, demand, loss or damages made or incurred by any third party arising out of or relating to your conduct (including transmitting any defamatory, derogatory or offensive statements or material to any person), your use of the Website, your breach of these Terms of Use, or your breach of any rights of third parties.

Warranties and disclaimers Limitation of liability

We do not warrant that this Website or the server that operates it is free from viruses or other corrupted materials or occasional outages or disruption to service which prevent you from accessing this Website or that use of this Website will be compatible with the hardware and software you are using to access it. We do not warrant or make any representations regarding the use or the results of the use of the Content or this Website in terms of their correctness, accuracy, reliability, or otherwise.

Subject to any responsibilities implied by law which cannot be excluded, we (including, in this limitation of liability clause, our related bodies corporate, directors, officers, employees, agents and contractors) expressly disclaim all liability to you or any other persons for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to the Content or this Website (or material accessed via this Website), or to access of the Website by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise. To the full extent permitted by law, any liabilities imposed on us, or implied into these Terms of Use, under any law are hereby excluded.

If a jurisdiction allows liability to be limited but not excluded, our total liability is limited to the maximum extent possible. For example, under the Trade Practices Act 1974 in Australia, our liability for any breach of a condition or warranty that is implied by law and cannot be excluded is limited to the extent possible to us doing any one or more of the following (at our election and in our sole discretion):

- Resupplying goods or services to you or supplying equivalent goods;
- Repairing the goods; or
- Paying the cost of having the goods or services resupplied or goods repaired.

Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under the Trade Practices Act or any other legislation which may not be excluded, restricted or modified by agreement.

We reserve the right to make any change to the Content without notice. We may also make improvements or changes in the products or programs described in the Content at any time without notice. For example, changes in circumstances after the date of publication may impact upon the accuracy of the Content.

The Content may contain general information about our products and services. Unless expressly stated otherwise, the Content does not:

- Constitute an offer or inducement to enter into a legally binding contract;
- Form part of the terms and conditions for our products and services;
- Purport to provide you with personal financial or investment advice of any kind; or
- Take account of your particular financial position or requirements.

The Website may include information about shares and their prices. The information made available on share prices on the Website does not reflect the current or price of the shares. Images and diagrams on this Website are intended to be a visual aid only and do not necessarily accurately depict the object described.

Your use of this Website including all Content, data or software distributed by, downloaded or accessed from or through this Website is at your own risk. Before taking or refraining from any action in reliance on the Content or this Website, you must make and rely on your own enquiries in relation to, and in evaluation of, the Content including any information, predictions, opinions and statements contained in this Website.

Termination and suspension

We reserve the right, without notice and in our sole and absolute discretion, to discontinue, suspend or terminate any service offered by or through this Website as well as this Website at any time. For example, if your server is involved in any attack on any computer system, either with or without your knowledge or complicity, that server may be blocked or its access to the Website may be shut down or restricted while the problem is being investigated or fixed. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnities and limitations of liability.

Severability

If any parts of these Terms of Use are deemed unlawful void or for any reason unenforceable then that provision may be severed from these Terms of Use and it will not effect the validity and enforceability of the remaining provisions.

Waiver

No waiver by us of our rights under these Terms of Use shall be deemed a waiver of any other term or provision and shall be limited to a single waiver limited to the specific circumstances under which such waiver was granted.

Confidentiality

We do not guarantee that your use of this site will be confidential. We are not responsible for any harm that you or any person may suffer as a result of a breach of confidentiality in respect of your use of this site. Any information that you disclose on this site:

May be used by Club 8 Sports, its divisions, subsidiaries, agents and contractors in relation to the provision of services promoted, explained or contained on this Website, including the marketing of those services.

May not be secure during its transmission over the internet. Third parties may be able to intercept transmissions which make when using this site.

Currency

A reference throughout this Website is a reference to Australian currency, unless stated otherwise.

Applicable law

This Website and the Content are provided for use by Australian residents only. These Terms of Use are governed by and construed in accordance with the laws of Victoria, Australia. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of Victoria, Australia.

Changes to these Terms of Use

These Terms of Use may be amended, updated and/or modified by us from time to time. You are still required to abide by them, so please continue to review these terms for updates and changes.

If you keep accessing the Club 8 Sports Website, we assume that your continued access is confirmation that you have agreed to the Terms of Use in effect at the relevant time.