**TERMS AND CONDITIONS of HAN ROMANO’S ONLINE FITNESS CHALLENGE MEMBERSHIP:**

* By clicking “I accept” or accessing and participating in our workouts, you agree to be personally bound by these Terms and Conditions, including any changes or modifications made to these Terms and Conditions from time to time, according to the laws of New Zealand, and you warrant that you are at least 18 years of age or have the permission of a parent or caregiver to participate in Han Romano’s Online Fitness Challenge.
* All references to “Han Romano’s Online Fitness Challenge”, “We”, or “Us” or “Our” are references to or include Han Romano the director and founder of Han Romano’s Online Fitness Challenge, and any staff, contractors or other persons providing live-streamed or pre-recorded fitness workouts or other authorized services for or on behalf of Han Romano.
* Users of Han Romano’s Online Fitness Challenge are referred to below as “members”, “participants”, or “you” or “I” as the context requires.
* The following sets out the terms and conditions for use of the Han Romano’s Online Fitness Challenge a website, Facebook page, and the use of our online live-streamed or pre-recorded fitness programs of Han Romano.
* These terms and conditions are governed by the laws of New Zealand.

1. WHAT HAN ROMANO ONLINE FITNESS MEMBERSHIP ENTITLES YOU TO:

a. Upon accepting our terms and conditions of participation and paying the relevant membership fee, the participant shall be given membership access to the Han Romano website and Facebook page, and live workout sessions for the period covered by the membership fee, which shall be for length of subscription based on purchased.

b. Hannah Romano, principal of Han Romano’s Online Fitness Challenge, will (subject to the variations set out below) provide participants with fitness workouts, stretches, live-streamed education each week, in accordance with the published schedule of days and times. Additional workout sessions may be provided at any time at the sole discretion of Han Romano.

2. VARIATIONS TO SCHEDULED WORKOUTS:

a. In the event of illness or injury, Han Romano will use all best endeavours to arrange for an experienced a substitution if needed.

b. While all efforts will be made to ensure all workouts proceed at the pre-scheduled time, technical difficulties or internet connection issues may at times mean that workouts may commence later than the published start time.

c. Han Romano Online Fitness Challenge reserves the right to amend the scheduled days and times of the workout sessions.

3. CONDITIONS OF PARTICIPATION IN HAN ROMANO Online Fitness Challenge WORKOUTS:

By participating in Han Romano’s Online Fitness Challenge or in discussions between us and you, or generally among members, you expressly acknowledge and accept that:

a. The fitness workouts provided by Han Romano follow the HIIT (High Intensity Interval Training) Format. You are solely responsible for ensuring you have a sufficient degree of fitness and physical capability to participate in this exercise format, and/or to seek professional advice from a medical professional if you are unsure

b. Han Romano Online Fitness Challenge does not provide any warranties or guarantees as to any specific result from participation in the workout sessions.

c. If experiencing any unusual pain or discomfort during any Han Romano Online Fitness Challenge workout session’s participants should cease the workout and seek advice from a medical professional or physiotherapist before continuing with workouts.

d. Han Romano shall not be legally responsible for or bear any legal liability for any harm or injury suffered by any participant as a result of their participation in Han Romano Online Fitness Challenge workouts, and shall not accept any claim for compensation or reimbursement of medical costs associated with this.

e. You shall be bound by and observe the conditions and restrictions of use or sharing of Han Romano’s Online Fitness Challenge workouts and associated intellectual property as set out in Clause 4.

4. CONDITIONS OF, AND RESTRICTIONS AGAINST, USE OR SHARING OF HAN ROMANO’S Online Fitness Challenge WORKOUTS AND ASSOCIATED INTELLECTUAL PROPERTY

a. The name “Han Romano”, The “Han Romano Online Fitness Challenge” Logo and Banner, and all live streamed or uploaded recordings of workout videos produced by Han Romano are the intellectual property of Hannah Romano may not be used in any manner that constitutes a breach of our intellectual property rights, unless expressly permitted by Han Romano.

b. All Han Romano Online Fitness Challenge live or pre-recorded workouts are for your personal use. Han Romano authorises within the meaning of personal use, sharing and participating in workouts with other members of your immediate family or, within reasonable limits, sharing and participating in Han Romano Online Fitness Challenge workouts with friends who are present with you at a private residential dwelling, for the purposes of participating in a live workout session with you.  Personal use does not include broadcasting or sharing the workout among large groups or public audiences or in any online group or forum whether public or private, unless you have the express prior written consent of Han Romano.

c. You must not use, share, post or re-post Han Romano Online Fitness Challenge material in connection with, or to promote, other services or products in any other forum, whether online or otherwise, without the express written permission of Han Romano.

5. PRIVACY AND MARKETING

a. Han Romano is an online forum, with workouts being live-streamed on Facebook, and members able to post comments and share photo’s within the group. By participating in Han Romano, you accept that any comments or posts you make will be visible to all members of Han Romano. Because of the way in which Facebook posts are published, you also accept that your comments may be visible to other Facebook users outside of the Han Romano Online Fitness community.

b. You accept that Han Romano may re-post workouts or forums online in order to promote and encourage others to join the group, and that this shall not constitute a breach of your privacy by Han Romano Online Fitness Challenge.

c. Han Romano Online Fitness Challenge will use all reasonable endeavours outside of the circumstances in 5.a and 5.b to respect your individual privacy.  Should we wish to use any specific information about you, including posts about your personal experience in Han Romano Online Fitness Challenge, or photos you publish in Han Romano as part of any wider online promotional or marketing activities, we will seek your permission.

d. Members and third parties are not permitted to advertise or promote their products or services on Han Romano online fitness forums without the express written consent of Han Romano.

5. CANCELLATION AND REFUNDS:

If you decide to cancel your membership, you expressly acknowledge and accept that:

a. You are required to give one week notice of the cancellation of your membership by emailing [c](mailto:cancellations@moveitmama.co.nz)oachhan@icoud.com, which shall cease at the end of that notice period.

b. Participants who purchased one 10 week online fitness subscription shall not be entitled to a refund after week 3 of the membership subscription, irrespective of the reason for or timing of the cancellation.

c. Participants with an annual subscription who wish to cancel your membership may, at the sole discretion of Han Romano online fitness programme may be offered a partial refund, or be permitted to transfer the membership to another person. The participant accepts that there shall be no entitlement to or expectation of a minimum level of refund and the participant should contact Han Romano to discuss their circumstances.

We may cancel your membership with immediate effect, if:

d. You breach any part of clause 4; or

e. You otherwise breach the terms and conditions of membership or commit an act that brings, or could bring the reputation of Han Romano online fitness program into disrepute.

In the event we cancel your membership in accordance with these terms and conditions, refunds will be at the sole discretion of Han Romano online fitness program.