



## Disclaimer

Information on our website is intended as a general guide only. While care has been taken to ensure the information contained is complete and correct, Kids In Sport Inc. makes no representation as to the completeness, accuracy, reliability or suitability of the contents of these websites.

Kids In Sport Inc. assumes no responsibility and accepts no liability for the condition or content of our website or information linked to or accessed from our website. Kids In Sport Inc. is not liable for any loss, injury or damage caused to any person in connection with the use of information on this website, whether or not the loss, injury or damage, was caused by any misrepresentation, negligence, omission or breach of duty on the part of the Kids In Sport Inc, its respective committee, employees, contractors or representatives.

Nothing in this Disclaimer is intended to exclude any warranty or condition that may be implied by the Trade Practices Act 1974 or any similar consumer legislation.

**DISPUTE RESOLUTION - ARBITRATION CLAUSE. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED:** In the event that there is a dispute, claim, or controversy between You and Us (or between you and any other third-party service provider acting on Our behalf within the scope of the Program), arising out of or relating to federal or state statutory claims, common law claims, this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, such dispute, claim, or controversy will be, to the fullest extent permitted by law, determined by arbitration in Melbourne, Victoria, Australia before one arbitrator.

**Miscellaneous:** You and We each warrant and represent to the other that we respectively have all necessary capacity and authority to agree to and comply with this Agreement. The failure of either of You or Us to exercise any right provided in this Agreement will not count as a waiver of any further rights. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary to allow this Agreement to otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to this Agreement unless explicitly stated otherwise in writing.

We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. By continuing to participate in the Program after any such changes, you accept this Agreement, as modified. This Agreement is made subject to the laws of Victoria and to the jurisdiction of the courts of Victoria.