

Sport NZ x Netfit NZ "MOVE" Campaign – Terms and Conditions

1. Sport New Zealand (**SNZ**) whose registered office is Level 1, Harbour City Tower, 29 Brandon Street, Wellington 6011, and Sportfit NZ GP Limited (Netfit NZ) whose registered office is Central Park, Building 5, Level 4, 666 Great South Road, Ellerslie, Auckland, are collaborating together to release fifteen free on-demand workouts (the **Workouts**) and six free podcasts (the **Podcasts**) as part of the "MOVE" campaign (the **Campaign**).
2. There is no entry fee and no purchase necessary to access and/or view the Workouts and Podcasts.
3. All New Zealand residents may access and view the Workouts and Podcasts online through our website, www.itsmymove.org.nz (**Website**), the Netfit NZ app, and the #ITSMYMOVE YouTube channel (**Channels**). SNZ and Netfit NZ reserve the right to change, amend or remove the Campaign (including the end date and availability of the Workouts and Podcasts online) and these Terms and Conditions.
4. Engaging in the Workouts carries risk of physical injury (particularly if you have a history of health problems or any previous injuries). SNZ encourages you to consult with your health practitioner before engaging in any of the Workouts. This is particularly true if you or your family have a history of high blood pressure or heart disease, are pregnant, or if you have ever experienced discomfort while exercising. Never disregard professional medical advice. Please do not participate or stop at any moment that you experience chest pain, joint, dizziness, nausea, pain and or injury and consult with a medical professional.
5. The information provided in the Workouts and Podcasts is not, and does not constitute, medical advice.
6. The Workouts and Podcasts do not include any supervision or monitoring and both SNZ and Netfit NZ are not responsible for any injuries that you may suffer as a result of participating. Prior to participating, you must assess all the risks involved, including risks that may be caused by your own environment in which you and/or others are participating, your own acts or omissions and your personal medical circumstances.
7. SNZ and Netfit NZ own all the material and content displayed in the Campaign (including the Workouts and Podcasts) and you acknowledge that all intellectual property rights in the Campaign and Workouts and Podcasts belong to either us or Netfit NZ as applicable.
8. For the avoidance of doubt, SNZ trademarks, service marks, graphics, logos, and other branding used on or in connection with the Campaign, the Workouts and Podcasts are SNZ's (or SNZ's licensors) trademarks, registered trademarks, or subject to copyright or other intellectual property rights that may subsist in addition or otherwise. Other trademarks, service marks, graphics, logos, and branding used on or in connection with the Campaign may be the trademarks or intellectual property of their respective owners (such as Netfit NZ). You must not use or reproduce or allow anyone to use or reproduce any of the foregoing marks or any of SNZ's intellectual property for any reason without SNZ's prior written permission (or the written permission of the respective owners of such marks), in each case.
9. Except for non-commercial research or private study/use or where Channels provide a 'sharing' functionality (e.g., to share specific content with a third-party social networking website), you must not in any form or by any means:
 - a. use copy, modify, adapt, reproduce, store, embed, distribute, replicate, print, display, perform, publish, or transmit in any way any intellectual property belonging to SNZ or Netfit NZ; or

- b. commercialise any information, products or other content obtained from any part of the Campaign.
- 10. You acknowledge that your access to, reliance on, and use of the Workouts, the Podcasts and any other Campaign content or material is solely at your own risk. SNZ will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, the Workouts, or use of or reliance on any content displayed on the Website.
- 11. To the maximum extent permitted by law, the Workout and Podcasts are provided on an 'as is' and 'as available' basis and SNZ does not give any warranty or other assurance as to the availability of the content and any other material SNZ produces, or its accuracy, operation, quality, functionality, completeness, timeliness, or suitability for any particular purpose.
- 12. The Campaign is in no way sponsored, endorsed, or administered by, or associated with, YouTube or any other social network.
- 13. The Campaign and these Terms and Conditions will be governed by New Zealand law. The parties irrevocably agree that the courts of New Zealand shall have non-exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms and Conditions.