

Website terms of use



The State of Victoria (Department of Education and Training) and School Sport Victoria ('Website Owner', 'Us' or 'We') own and operate this Website. Access to and use of this Website and the products and services available through this Website (collectively 'Services') is subject to the following terms, conditions and notices ('Terms of Use').

By using the Services, you are agreeing to all of the Terms of Use, as amended or replaced by Us from time to time. You should check this page regularly to take notice of any changes We may have made to the Terms of Use.

These terms of use are governed by the laws of Victoria. We and you submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in connection with these Terms of Use.

Amendments to Terms of Use

We reserve the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon notification on this Website. Your continued use of the Website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

Website

Access to this Website is permitted on a temporary basis. We reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period.

From time to time We may restrict access to some or all of this Website.

Virtual Activities

The Website may provide access to pre-recorded videos or links to virtual sports, classes and activities ('Virtual Activities'). The Virtual Activities may be acquired from third parties for use and distribution by Us.

By accessing, downloading and participating in a Virtual Activity, you agree that:

- a) any claim or dispute arising in connection with the use of the Virtual Activity will be resolved in accordance with the law applying in the State of Victoria and under the exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia; and
- b) your use of the Virtual Activity may be subject to further terms of use and service contained within the Virtual Activity.

Linked sites

This Website may contain links to other websites ('Linked Sites'), which are not operated by Us. We have no control over the Linked Sites and We accept no responsibility for them or for any loss or damage that may arise from your use of them.

Your use of the Linked Sites will be subject to the terms of use and service contained within each Linked Site.

Privacy policy

Our privacy policy, which sets out how we will use your information, can be found [here](#). By using this Website, you consent to the processing described in the privacy policy and warrant that all data provided by you is accurate.

Prohibitions

You must not misuse this Website. By using this Website you agree that you will not:

- (i) commit or encourage a criminal offence;
- (ii) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
- (iii) hack into any aspect of the Service; corrupt data; cause annoyance to other users;
- (iv) infringe upon the rights of any other person's proprietary rights;
- (v) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- (vi) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

If you breach the above prohibitions We will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.

Intellectual property, software and content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remain the property of the Website Owner or its licensors and are protected by copyright laws and treaties around the world. All intellectual property rights are reserved by the Website Owner and its licensors.

You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

Disclaimer of liability

We have used our best endeavours to ensure that the Information on this Website is correct and current at the time of publication, but We take no responsibility for any error, omission or defect therein. To the extent permitted by law, We and our employees, agents and consultants exclude all liability for any loss or damage (including indirect, special or consequential loss or damage) arising from the use of, or reliance on, the Information whether or not caused by any negligent act or omission.

If any law prohibits the exclusion of such liability, We limit our liability to the fullest extent permitted by law, to the resupply of the Information.

Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.

To the fullest extent permitted by law, We expressly exclude all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

This disclaimer does not affect the Website Owner's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

Disclaimer as to ownership of trade marks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Us and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Us.

Indemnity

You agree to indemnify, defend and hold harmless the Website Owner, its officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Use.

Variation

We have the right in our absolute discretion at any time and without notice to amend, remove or vary the Services or any page of this Website.

Invalidity

If any part of the Terms of Use is unenforceable (including any provision in which We exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

Complaints

We operate a complaints handling procedure which We will use to try to resolve disputes when they first arise, please contact Us if you have any complaints or comments.

Terms of use

This video and exercise program (the **program**) is provided by Proactivity Pty Ltd (ABN 35 151 901 647) (**Proactivity**) in collaboration with School Sport Victoria. You acknowledge and agree there are risks associated with exercise. You are responsible for exercising within your limits and assume all risk of injury to your person or property resulting from your use of the program. Always consult with your doctor or other health care professional before starting a fitness program to determine if it is right for your needs.

When working out at home please ensure you are wearing suitable clothing that does not restrict movement or could get caught up on anything. Ensure the flooring is not slippery and that all objects such as the corners of tables, ceiling fans or AV cabinets are well out of the way. Make sure the area you are using is well ventilated and that you have a towel and water to hand.

To the fullest extent permitted by law:

- Proactivity disclaims all liability for and does not give any warranties to you in relation to the program; and
- you release, discharge and indemnify Proactivity, School Sport Victoria together with each of our respective officers, employees, contractors and agents (**those indemnified**) from any and all claims and demands on those indemnified arising out of or consequent on your participation in the program.

These terms of use are governed by the laws of Victoria. Both Proactivity and you submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in connection with these terms of use.

Jeremy

Jeremy Djurovich
Managing Director, Proactivity

BAILA FITNESS



Baila Fitness welcomes the chance to work with School Sport Victoria. Thank you for purchasing Volumes 1-4 Baila Streetdance videos (the "Videos").

School Sports Victoria agrees to purchase the Videos and Baila Fitness agrees to sell the Videos upon the following terms and conditions of Sale and Use.

Physical Condition of Viewers

You acknowledge there are risks and dangers associated with strenuous exercise that forms part of the content offered via the Videos, which include, but are not limited to serious bodily injury and or other damage or injury. School Sports Victoria assumes all such risks and responsibility for damages, liabilities, losses or expenses which the viewers of the videos may incur as a result of watching any of the Videos.

Baila Fitness takes no responsibility of ensuring that the viewers of the videos are in good physical condition and or suffer from any illness, disease, injury or other condition that could be a risk to their health or safety. It is Sports Victoria's responsibility to determine if viewers should consult with appropriate medical guidance before watching the Videos so as to ensure the Videos are appropriate for the viewers' health needs.

Baila Fitness makes no guarantee, warranty, representation or promise of any health outcomes associated with the use of the Videos, including but not limited to weight-loss, weight gain or other changes in body composition or health or wellbeing more generally.

School Sports Victoria must ensure that when using the Videos, that the flooring is not slippery and that all objects such as corners of tables, ceiling fans or AV cabinets are out of the way of Viewers. Make sure the area is well ventilated and that viewers have a towel and water to hand.

Intellectual Property Rights

The mark Baila Fitness © and all related names, logos, products and services names, designs and slogans are trademarks of Baila Fitness.

The content of the Videos including all texts, trademarks, logos, designs, images, photographs, audio visual materials, choreography and any other form of materials is protected by copyright and other intellectual property rights throughout the world and is owned by Baila Fitness. All rights and licenses not expressly granted by these Terms and Conditions are reserved.

You must not copy, modify, transit or adapt the Videos, their content or otherwise infringe the intellectual property rights of Baila Fitness without our prior approval.

Warranties and Limitations

To the extent permitted by law, all statutory and implied guarantees and conditions of any kind in connection with the Videos and their contents are expressly disclaimed. Baila Fitness does not exclude any statutory or implied guarantee, condition or warranty which cannot be lawfully excluded. Some laws imply terms, conditions and guarantees into agreements such as these terms and conditions that cannot be excluded. If Baila Fitness breaches a non-excludable term, condition or guarantee, it will be liable for that breach. However, if it is allowed to limit its liability for that breach under the relevant law, Baila Fitness' liability will be limited to supply the videos again.

School Sport Victoria agrees that any claim or dispute arising in connection with the use of the Videos will be resolved in accordance with the law applying in the State of Victoria, Australia and under the exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

Daniel Jaime
CEO, Baila Fitness