



PARTICIPANT AGREEMENT

Please confirm your acceptance of this Participant Agreement ("**Agreement**"), as parent or guardian, or as the participant (as the case may be), by clicking the "**I ACCEPT**" option on the registration form.

This Agreement is between: (1) BCN Sports ANZ Pty Ltd (ACN 610 188 013) ("**BCN**" or "**we**" or "**our**" or "**us**"), (2) the person named on the registration form as the participant ("**Participant**"), and (3) the person named on the registration form as the parent or guardian of the Participant ("**Guardian**"). Both the Participant and the Guardian must each accept this Agreement by clicking the "**I ACCEPT**" option.

In this Agreement, the Participant and the Guardian are referred to as "**YOU**" or "**YOUR**" and the parties intend and agree that: (a) each reference to YOU or YOUR is a reference to the Participant and the Guardian, jointly and severally, (b) an obligation imposed on YOU is an obligation on the Participant and on the Guardian, jointly and severally, and (c) a consent, waiver, release, agreement or approval given by YOU is a consent, waiver, release, agreement or approval given by the Participant and the Guardian, jointly and severally.

By accepting this Agreement, YOU agree to all of the following terms and conditions pursuant to which BCN shall provide the FCB Escola Camps described in the accompanying brochure. These terms and conditions apply to the FCB Escola Camp named on the Guest Reservation and Payment Form (the "**FCB Escola Camp**") and the program for the FCB Escola Camp.

By accepting this Agreement, YOU are acknowledging limiting terms and conditions waiving certain rights at law that otherwise might be available to YOU.

Registrations:

A completed payment fee per Participant, depending on the program chosen (except when otherwise noted in writing by BCN) and a completed Registration Form ("**Registration Form**") are required with this Agreement to reserve space for FCB Escola Camp. All prices are in local currency to the camp (either AUD or NZD). Except as expressly stated in the brochure, YOU are solely responsible for any FCB Escola Camp-related costs that YOU incur.

Client Cancellation & Refund Policy:

If YOU choose to cancel YOUR registration, BCN Sports ANZ must receive written notice of said cancellation either via certified mail, overnight courier, or e-mail sent to info@bcnsportsanz.com (with confirmation of receipt thereof from BCN Sports ANZ), and YOU shall be subject to the following cancellation fee schedule:

- If we receive a written notice prior 60 days of the camp date, we will retain \$65.00 as compensation for the registration expenses.
- If we receive written notice between 30-60 days of the camp date, we will retain 50% of the payment fee paid.
- If we receive written notice of cancellation within 30 days of the camp date, there will be no refunds for the amount paid or equipment shipped to participant for the FCB Camps.
- If the participant simply does not show up to the camp, there will be no refunds for the amount paid or equipment shipped to participant.

Cancellation or Substitution:

We will make all commercially reasonable efforts to keep the schedule as it has been published; however, the final schedule may vary due to factors beyond our control. We may in our sole discretion substitute services or goods of similar quality for any service or good stated in the schedule. We may cancel any FCB Escola Camp at any time for any reason, including without limitation if we deem the number of participants signed up for a given FCB Escola Camp to be insufficient to operate such FCB Escola Camp. If for reasons beyond our control, a FCB Escola Camp in progress must be interrupted or cancelled, we will in good faith consider refunding a portion of the FCB Escola Camp Price depending on our actual costs incurred compared to the FCB Escola Camp as originally contemplated.

Certification of Participant's Health:

YOU represent and certify to BCN that the Participant does not have any condition or disability that would create a hazard for the Participant or others participating in the FCB Activities (as hereinafter defined). YOU agree to inform us via certified mail or e-mail sent to info@bcnsportsanz.com (with confirmation of receipt thereof from us) at the time YOU tender YOUR first payment of the FCB Escola Camp Fee (or at such later time when YOU become aware of such a condition) of any existing physical or mental illness, disability, pregnancy or any other condition for which the Participant may require medical attention or special accommodation during the FCB Escola Camp. We make no guarantee to be able to accommodate the Participant for such condition during the FCB Escola Camp, and we make no representations or warranties regarding special accommodations or handicap accessibility at the FCB Escola Camp.

Acknowledgement of Hazards

YOU hereby acknowledge, agree and represent to us that:

1. playing or practising Football is a potentially hazardous activity;
2. the Participant is voluntarily entering and assuming all risks associated with participating in those activities, including but not limited to falls, contacts with other participants, the affects of weather including heat and or humidity, and the conditions of the training grounds and facilities, all risks being understood and appreciated by YOU. Having read this waiver, and knowing these facts, and in consideration of BCN acceptance of this application, YOU hereby waive and release BCN and its officers, directors, agents, contractors, employees, instructors, trainers, volunteers, members, representatives and all affiliated and related companies from all claims and liabilities of any kind arising out of the Participant's involvement in Football playing, practising, or training, while registered as a participant and participating in any and all FCB Escola Camp sanctioned activities, events, practice sessions or social activities at any location (notwithstanding the location where the Participant originally registered) (all hereafter collectively referred to as "**FCB Activities**"), including injury, loss or damage which might be caused by BCN's negligence;
3. YOU are aware of the possible risks, dangers and hazards associated with participation in FCB Activities, including all manner of injuries resulting in muscular injuries and soft tissue injuries including bruises, scrapes, cuts, etc., from executing strenuous and demanding physical techniques, collisions with the wall, floor, ground contact with other participants or equipment used by other participants (including ropes, weights and pads) and failure in proper use of the equipment or techniques either by the participant or other participants; and the possible risk of severe or fatal injury to the Participant or others;
4. the Participant's risk of injury increases as the Participant becomes fatigued;



5. such risks may be caused by the Participant's own actions or inactions, the action or inactions of others participating in the FCB Activities, the condition in which the FCB Activities take place, or BCN's negligence; and
6. there may be other risks and social and economic losses either not known to YOU or not reasonably foreseeable at this time.

General Waiver and Release:

In this section, "**Affiliate**" means, with respect to BCN, any Person that controls, is controlled by, or is under direct or indirect common control with, BCN. "**Associate**" has the meaning given to it in Part 1.2, Division 2 of the Corporations Act 2001. "**Claims**" means all allegations, threats, claims, demands, causes of action, rights or remedies of any nature whether conferred by or arising under any statute, the common law or equity. "**Person**" means a natural person, a company, and any other entity or undertaking whether of a legal or quasi-legal character. "**Released Parties**" means (a) BCN, its Affiliates, its Associates, its officers, directors, agents, contractors, employees, instructors, trainers, volunteers, members, partners and representatives, jointly and severally; and (b) those persons that own property used for any FCB Activity and each of their respective directors, officers, agents, contractors, employees, instructors, trainers, volunteers, members and representatives, jointly and severally.

In consideration of BCN allowing the Participant to participate in the FCB Activities, and in further consideration of BCN providing the FCB Activities, YOU hereby irrevocably: (i) waive any and all Claims that YOU have, or may have in the future, against the Released Parties as a result of or arising in connection with the FCB Activities; (ii) release the Released Parties from any and all liability for any act or omission by a Released Party that would give rise to a Claim as a result of or arising in connection with the FCB Activities.

The above waiver and release may be pleaded as a full and complete defence by the Released Parties to any Claims made, or legal or other actions or proceedings commenced, continued or taken by YOU (or on YOUR behalf) in connection with or in respect of any of the matters the subject of the waiver or the release. YOU shall indemnify the Released Parties and shall save the Released Parties harmless from and against all costs and expenses (including legal costs on a solicitor and own client basis) suffered or incurred directly or indirectly by the Released Parties in connection with or arising out of any Claims made or legal or other actions or proceedings commenced by YOU (or on YOUR behalf) against a Released Party in respect of any matter the subject of the waiver or the release.

Travel Release:

YOU acknowledge that certain FCB Activities may take place at a location or locations other than BCN premises.

YOU further acknowledge that: (i) during outdoor trips to other locations, extreme changes in weather or temperatures may result in heatstroke, sunstroke, or hypothermia and where applicable remoteness of location can result in poor communications and inability to get rescue or medical assistance quickly or easily; (ii) in an unfamiliar location, the Participant may become lost, get off course or be separated from the rest of the party; (iii) steep or other dangerous terrain may exist where a fall or other accident may cause injury or death; (iv) risks, injuries and/or death that may result from transportation (all modes or types including but not limited to public or private motor vehicle) incidents/accidents.

If a parent(s) of a minor child (children) has any concerns about transportation to or from an off-site



location or any off-site FCB Activity, such parent shall be permitted to accompany such child (children).

No Representation re: Medical Qualifications:

YOU confirm that YOU have been advised that BCN does not represent that BCN or any employees or contractors have any level of medical training that would provide assistance to an injured person.

Moreover, BCN does not maintain medical equipment or apparatus (including but not limited to defibrillators or Epi-pens) which could assist an injured or ill person.

In the event that BCN is provided with any medical apparatus by or on behalf of a Participant in FCB Activities, BCN makes no representation or warranty that any BCN personnel have the skill or training to operate such medical apparatus appropriately to assist any person or to prevent further injury.

YOU acknowledge that YOU are solely responsible to select and purchase adequate medical/health and travel insurance.

No medical/health or travel insurance will be provided by BCN.

In the event of a medical/health or travel related problem, BCN accepts no responsibility for any costs or damages associated with a medical/health or travel related problem nor will BCN pay for any medical/health or travel related expenses, which may be incurred by my participation in the FCB Activities.

Photography and Likeness Release:

YOU hereby authorize BCN to allow the reproduction, dissemination, and/or publication of YOUR name and/or likeness (including those of YOUR minor child) for media coverage, public relations, advertising, marketing or any other BCN promotional or educational purposes.

This may be done in conjunction with YOUR participation in any FCB Activities and YOU understand and agree that YOU may neither pay a fee to receive individual promotional consideration from YOUR participation in the FCB Activities, nor will YOU receive any payment for the possible commercial use of YOUR name or likeness.

Responsibility/Liabilities

We act only in the capacity of agent for providing services or goods in connection with the FCB Escola Camp (the "Suppliers"), camp operators, and providers of entertainment. We accept no responsibility and YOU hereby irrevocably release us from all responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reason of: (1) any act or omission of any of the Suppliers, or (2) any matter beyond our exclusive and actual control. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at the camp locations. YOU are also responsible for respecting the authority and following the directions of the FCB Escola Camp guide during a FCB Escola Camp. We may exclude YOU from participating in all or any part of the FCB Escola Camp if, in our sole discretion, YOUR condition or behavior renders YOU unfit for the FCB Escola Camp or unfit for continuation once the FCB Escola



Camp has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of FCB Escola Camp services, or may constitute a hazard or embarrassment. In such case, our liability shall be strictly limited to a refund of the recoverable cost of any unused portion of the FCB Escola Camp. Should YOU decide not to participate in certain parts of the FCB Escola Camp or use certain goods included in the FCB Escola Camp, no refunds will be made for those unused parts of the FCB Escola Camp or goods. YOU agree to indemnify and hold us harmless from and against any costs, damages, losses, or liabilities arising out of YOUR actions or omissions.

Nothing contained in this Agreement excludes restricts or modifies any condition, warranty, term, guarantee or other obligation in relation to this Agreement where pursuant to applicable law to do so is unlawful or void.

Our sole liability to YOU under or in connection with this Agreement or its subject matter, howsoever arising, in relation to our supply of any goods or services, including any consequential loss which YOU may sustain or incur, shall be limited to: (a) in relation to any goods that we supply to YOU: (i) the replacement of the goods or the supply of equivalent goods or the payment of the cost of replacing the goods or acquiring equivalent goods; or (ii) the repair of the goods or the payment of the cost of having the goods repaired; and (b) in relation to any services that we provide to YOU: (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again, as in each case we may elect.

General:

Any dispute related to the FCB Escola Camp shall be governed by the laws of New South Wales without regard to its conflict of laws principles. The courts in New South Wales are the agreed forum for any lawsuit related to or arising in connection with this Agreement or its subject matter and YOU hereby consent and submit to the jurisdiction of the said courts. YOU agree to present any claims against us within 30 days after the FCB Escola Camp ends and to file within one year of the incident, and YOU acknowledge that this expressly limits the applicable statute of limitations to one year. Facsimile transmission or electronic transmission (such as pdf) of any signed document shall be deemed delivery of an original. At our request, YOU shall promptly provide an original document as well. If there are any conflicts between this Agreement, the Reservation Form, and the Itinerary, this Agreement shall govern.

Privacy Policy:

In accordance with the Privacy Act (Cth), BCN has adopted a Privacy Policy dealing with the personal information collected by BCN from Parents and Participants.

The full text of such Privacy Policy is available at the offices of BCN, by mail.

Special Provisions for Guardians

The Guardian hereby represents and assures BCN that he/she has read and explained this Agreement to the Participant. The Guardian further acknowledges and agrees unconditionally that this Agreement and the subject matter of this Agreement are in the best interests of the Participant and substantially for the benefit and advantage of the Participant.



The Guardian hereby gives his/her unconditional consent for the Participant to participate in Football activities during the camp program. The Guardian acknowledges and agrees that participation in any Football event is done at the Participant's own risk.

The Guardian understands that BCN Sports ANZ Pty Ltd. will complete required accident insurance forms, after which all claims under insurance policy, or policies, for injuries received while participating in the program activities and events, shall be processed by the Participant, his/her Guardian through the company handling the Participant's insurance claim and not through BCN itself.

The Guardian hereby accepts financial responsibility for personal items lost by the Participant .

The Guardian authorizes BCN to transport and to obtain, through a physician of its own choice, any emergency medical care that may become reasonably necessary for the Participant in the course of such activities/events or such travel. The Guardian also agree that the expenses for such transportation and treatment shall not be borne by BCN. The Guardian accepts full responsibility and hereby grants permission for the Participant to travel on any camp-related trip by bus or van.

Illegal Substances:

Notice is hereby given that possession or sale of controlled substances by any participant is grounds for expulsion of the program. Participant possession of or being under the influence of alcoholic beverages, and/or hallucinogenic drugs or combinations of drugs or substances having hallucinatory effects, marijuana, or under the influence of glue or other drugs or combinations of drugs or drug paraphernalia expressly prohibited by federal, provincial, or local laws, including prohibited substances which shall include those substances possessed, sold, and/or used that are held out to be, or represented to be, controlled substances, illegal substances, or counterfeit in any respect illegal or controlled substances is grounds for expulsion from the remaining of the summer program and referral to proper law enforcement agencies. The Parent will be immediately notified to pick up the Participant. In none of the foregoing cases, shall the fee paid for the program be reimbursed, in whole or in part.

Further notice is hereby given that possession of prescription drugs, or any other over-the counter medication, not specifically ordered for the Participant by a physician or the participants parent or guardian is grounds for expulsion from the remaining of the program. The Guardian will be immediately notified to pick up the participant. The fee paid for the program will not be reimbursed, in whole or in part.



BCN Sports ANZ Privacy Policy

07 March 2016

1. About this policy

The Privacy Act 1988 requires entities bound by the Australian Privacy Principles to have a privacy policy. This privacy policy outlines the personal information handling practices of BCN Sports ANZ Pty Ltd (ABN 610 188 013) ('we' or 'us').

This policy is written in simple language. The specific legal obligations of BCN Sports ANZ when collecting and handling your personal information are outlined in the Privacy Act 1988 and in particular in the Australian Privacy Principles found in that Act. We will update this privacy policy when our information handling practices change.

2. Collection and storage of your personal information

2.1. Why do we collect your personal information?

If you are customer, to provide you with the information that you require after registration and / or information that may be of use to you. We always try to collect only the information we need for the particular products and/or services that you have asked us to provide to you!

If you are an applicant seeking employment or appointment as a contractor, so that we can assess your suitability.

If you are an employee or contractor, for all purposes relevant to your employment or engagement with us.

2.2. What personal information do we collect and store?

The personal information we collect and store will depend on why you contact us and on which BCN Sports ANZ Pty Ltd services and products you order and/or subscribe to. The information may include:

- your name and contact details, including your physical address, email address and telephone number(s);
- your ABN;
- your bank account and/or credit card details;
- your employment history (which may include sensitive information), if you apply for a job with us;
- other employment-related information, if you apply for a job with us; and
- other information you may provide to us, e.g. through customer surveys.

2.3. How do we collect personal information?



Direct collection

There are quite a few ways we may seek information from you directly. We might collect your information when you fill out an electronic form on our website, sign up to our newsletter, enter one of our competitions, apply for a job with us, telephone us, send us an email or complete a customer survey.

Social media

Some customers like to engage with us through social media channels. We may collect information about you when you interact with us through these channels.

Email lists

We collect your email address and, if you provide it, other contact details when you subscribe to our email lists. We only use this information to send you our newsletter, regular updates on BCN Sports ANZ and our services, and to administer the lists.

Electronic forms

We use e-forms to enable you to complete registrations, contact us, job application or enquiry online via our website.

Collecting through our website and our use of cookies

At times our website may allow you to make comments, give feedback or communicate with us, we sometimes collect your email address and sometimes some other contact details. We may use your email address to respond to your comments, feedback or communication.

We might also use cookies (small text files stored in your browser) and other techniques such as web beacons (small, clear picture files used to follow your movements on our website). These collect information that helps us understand how you use our online products and services and how we can make them more relevant to you.

We may use a persistent cookie (a cookie that stays linked to your browser) to record your visits so we can recognise you if you visit our website again. It also lets us to keep track of products or services you view so that, with your consent, we can send you news about them.

We also use cookies to measure traffic patterns, to determine which areas of our website have been visited and to measure transaction patterns in the aggregate. This helps us research our users' habits so that we can improve our online products and services. You can set your browser so your computer refuses cookies or lets you know each time a website tries to set a cookie.

We may log IP addresses (that is, the electronic addresses of computers connected to the internet) to analyse trends, administer the website, track user movements, and gather broad demographic information.

Indirect collection

In order for us to provide our services, we may collect personal information about you indirectly from third parties such as:

- publicly available sources; or



- your representative, such as an assistant or colleague, an adult relative, a caregiver, who contacts us on your behalf.

2.4. How do we store/hold your personal information?

All your information is stored electronically and securely in our database.

2.5. Anonymity

For most of our services we usually need your name and contact information and enough information about the particular matter to enable us to fairly and efficiently handle your inquiry, request, complaint or application, or to act on your communication with us.

3. What if you don't provide us with your personal information?

If you don't provide your personal information to us, we may not be able to properly provide our service to you, administer your account, verify your identity and/or let you know about other products and services that might be useful to you.

4. When will we notify you that we have received your information?

When we receive personal information from you directly, we'll take reasonable steps to notify you how and why we collected your information, who we may disclose it to and outlined how you can access it, seek correction of it or make a complaint.

5. Disclosure

Your privacy and the protection of your personal information is very important to us. We do not disclose your personal information to any other person, organisation or entity except our contracted service providers.

5.1. Service providers

BCN Sports ANZ uses a number of service providers to whom we disclose personal information only in order to provide our services to you. These include providers that host our website servers, manage our IT and provide third party specialist repair services to our customers.

5.2. Disclosure of personal information overseas

Information will be shared only within BCN Sports and their service providers and only as needed. This includes countries Spain, Canada, Australia and New Zealand.

6. Quality of your personal information

To ensure that the personal information we collect is accurate, up-to-date and complete we do one or more of the following (where practicable and relevant):

- record information in a consistent format;



- promptly add updated or new personal information to existing records; and/or
- verify our contact lists to check their accuracy.

The accuracy of your information is of course largely dependent on what you provide us. To make sure we've got your most current and accurate details, please let us know when your information changes (e.g. if you change your name or move house).

7. Security of your personal information

The security of your personal information is a high priority for us. We take reasonable steps to protect it from misuse, interference and loss, and from unauthorised access, modification or disclosure. Some of the ways we do this are:

- confidentiality requirements of our employees;
- security measures for access to our system;
- electronic security measures in our system like firewalls and data encryption; and
- control of access to our office.

8. Direct Marketing

We may send you direct marketing communications and information about our products, services, discounts, competitions and special promotions that we consider may be of interest to you.

We may do this via email, telephone, SMS, mail or any other electronic means.

We will always let you know that you can opt-out from receiving our marketing offers and will provide easy to follow steps to do so within our content.

9. Accessing and correcting your personal information

You have the right to ask for access to personal information that we hold about you, and ask that we correct that personal information. You can ask for access or correction by contacting us and we must respond within 30 days. If you ask, we must give you access to your personal information, and take reasonable steps to correct it if we consider it is incorrect, unless there is a law that allows or requires us not to.

We will ask you to verify your identity before we give you access to your information or correct it, and we will try to make the process as simple as possible. If we refuse to give you access to, or correct, your personal information, we must notify you in writing setting out the reasons why.

If we make a correction and we have disclosed the incorrect information to others, you can ask us to tell them about the correction. We must do so unless there is a valid reason not to.

If we refuse to correct your personal information, you can ask us to associate with it (for example, attach or link) a statement that you believe the information is incorrect and why.



10. How to make an inquiry or a complaint

If you have an inquiry or a complaint about how we handle your personal information, we want to hear from you. Please let us know about your concerns in one of the following ways:

- submitting an electronic contact form via www.fcbanz.com
- emailing us at: info@bcnsportsanz.com

We are committed to resolving your complaint and doing the right thing by our customers. You can expect to hear from us within five business days.

If you are not satisfied with our response you may ask for a review by a more senior officer within BCN Sports ANZ (if that has not already happened).

If you still feel your issue hasn't been resolved to your satisfaction, then you can raise your concern with the Office of the Australian Information Commissioner:

- online at: www.oaic.gov.au/privacy
- by phone on: 1300 363 992
- via email to: enquiries@oaic.gov.au
- in writing to: GPO Box 2999, Canberra, ACT 2601
- by fax on: +61 2 9284 9666.