



SKF+ Subscription Terms and Conditions

The completed subscription form (Form) and these terms (including any incorporated terms) form a binding and enforceable legal agreement (Agreement) between the person(s) named on the Form (you, your or subscriber) and SKFootball Pty Ltd ACN 670 718 368 as trustee for the SKF Unit Trust (SKF+, SKF, we or us).

PLEASE REFER TO THE WAIVER ON PAGES 2 BEFORE COMPLETING ANY APPLICATION, FORM OR SUBSCRIPTION

By applying for or otherwise accepting subscription to the SKF+ digital platform (refer clause 1), subscribers agree to be bound by and comply with these terms.

If you have completed the Form on behalf of other persons (including any subscribers of your household), you must ensure, and you warrant, that they have expressly authorised you to do so and they will also be bound by these terms. Subscribers under 18 years old must have parental/guardian approval to apply for subscription and further, the parent/guardian of the subscriber must read and will be deemed to have consented to these terms. Subscribers who subscribe on behalf of a minor are responsible for ensuring such minors under their supervision comply with these terms. You acknowledge that the content on the Platform is not suitable for any person under the age of 6 years old.

Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement (Non-Excludable Rights).

Applying for and obtaining subscription

1. A subscription means a subscription to SKF+, which means a subscription for access to the content and training skills accessible through skfplus.slocoach.com (Platform), to the extent contemplated by the level of subscription for which you have subscribed (as set out from time to time at samkerrfootball.com/skfplus).
2. Payment of subscription must be made at the time of receipt of the Form by SKF+, unless you elect to pay using monthly instalments.
3. Subject to a subscriber's Non-Excludable Rights and clauses 37 to 40 (inclusive), a Subscriber will only receive a refund, if at the time of processing the Form SKF+ is unable to provide the requested subscription category.
4. SKF+ reserves the right not to:
 - (a) process any Form which is incomplete;
 - (b) accept any changes to the Form (except for change of your contact details of which it is your responsibility to notify SKF+); or
 - (c) otherwise accept any application Form, in its reasonable discretion.
5. You acknowledge that if you have subscribed for access to the Platform on or before 21 January 2024, you will be able to access the Platform on and from 20 January 2024 (Launch Date). If you subscribe for access to the Platform after the Launch Date, then your subscription will commence no later than 2 Business Days after the date of your initial payment.
6. Upon your successful application for a subscription, SKF+ will confirm your subscription by email.
7. You must notify SKF+ of any change in circumstance or details, including your contact details (including e-mail address and mailing address) and any other relevant information that could affect your subscription of SKF+ from time to time. SKF+ will not be responsible for any loss that occurs to the subscriber as a result of the subscriber failing to notify SKF+ of any change in circumstance or details.

Gift cards and vouchers

8. Your use, redemption or attempted redemption of any gift card issued by SKF+ in respect of the Platform constitutes your acceptance to be bound by these terms and conditions.
9. Gift cards may be purchased for the full amount of an annual subscription to the Platform (Gift Card) and will be sent by SKF+ to the nominated recipient via email.
10. Gift Cards are deemed to have been purchased at the time payment is made and cannot be cancelled once issued.
11. Gift Cards should be treated like cash (but cannot be redeemed or exchanged for cash).
12. Gift Cards are valid until the 3rd anniversary of the date of purchase.

Payment for your subscription by instalments and automatic renewal

13. SKF+ has an upfront 12 month payment option, and an option for automatic month to month renewals of subscriptions.
 - (a) have their credit card debited in monthly instalments until such time as the subscription is cancelled (in which case their subscription will terminate at the end of the then current billing cycle); or
 - (b) have their credit card debited in full for their subscription on sign up. We accept Visa, Mastercard and American Express credit cards, as well as debit cards with a Visa or Mastercard logo that are all processed through our third-party software provider, Stripe. That said, some financial institutions do not support direct debit, so please check that yours does before applying. By signing up, you authorise SKF+ to arrange a debit of funds from your nominated credit card (through its payment provider) for your subscription in accordance with these terms (and to continue to roll over your subscription each month (and for payments in full, each year) on the same terms, unless otherwise notified by you).
14. If you wish to cancel your subscription at any time you must opt out by the Renewal Date through your account at www.skfplus.slocoach.com. In the case of any subscription, the Renewal Date is 2 Business Days prior to the end of your current annual subscription. In the case of month to month subscriptions, your Renewal Date is 2 Business Days prior to the end of the then current month. If you do not opt out by the Renewal Date, your subscription will automatically renew and no refunds, except in accordance with clauses 37 to 40 (inclusive), will be provided should you change your mind.
15. It is your responsibility to:

- (a) ensure that the account/credit card details you have provided are correct;
 - (b) notify SKF+ should the expiry date of your credit card change; and
 - (c) ensure you have sufficient clear funds available in the nominated account, on each scheduled drawing date(s). If you have insufficient funds in your account at the time of drawing, SKF+ will attempt to deduct any outstanding payments daily, until successful.
16. If there are insufficient funds in your account, your bank or credit card provider will reject our deduction. Any fees associated with the rejection or overdrawing on your account is the responsibility of the paying cardholder. We will notify you of the rejection via a courtesy call, email, SMS or letter (at our election) and if your account is not settled at that time, your subscription (and any benefit provide under it) will be suspended and the recovery procedure will commence. In these circumstances, we may seek to recover our associated costs (including legal costs) from you. If your subscription is suspended due to non-payment, it will be reinstated once the amount owing is paid. Please note that at least 24 hours is required to reinstate a subscription once full payment is received.
 17. If you have a change in account details, or if you believe there has been an error in debiting your account, please notify skfplus@samkerfootball.com. Please ensure you allow 10 business days for the change in your account details to be affected. If we conclude, as a result of our investigations, that your account has been incorrectly debited, we will respond to your query and arrange for an appropriate adjustment to be made. If we conclude, as a result of our investigations, that your account has not been incorrectly debited, we will respond to your query by providing you with reasons for this finding.
 18. Automatic renewal users must adhere to SKF+'s cancellation policy set out at clause 37 to 40 (inclusive).
 19. All credit card details will be kept strictly confidential and are used for SKF+ payments only.

Subscribership benefits and categories

20. The benefits that apply to each category of subscription to the Platform are set out at www.samkerrfootball.com/skfplus.
21. SKF+, reserves the right to, acting reasonably and subject to any applicable laws, vary or remove subscription benefits if existing subscription benefits cannot be provided due to a Force Majeure Event, including if the impacts of COVID-19 or any other reason. SKF+ will use reasonable endeavours to advise subscribers of any material changes to the subscription benefits, 30 days prior to the date of the relevant change.
22. For the avoidance of doubt, SKF+ will not provide a refund to any subscriber as a result of any system issues or downtime in accessing the Platform during the term of the subscription.
23. In addition to the benefits that apply to any category of subscription, SKF+ may (but is not required to) make additional content available to you through the Platform from time to time (Additional Content).
24. If SKF+ makes Additional Content available to you, you will have access to this Additional Content only for so long as SKF+ chooses to provide access to it, in its complete discretion. We may remove Additional Content without notice at any time (or otherwise restrict your access to it).

Use of the Platform

25. The website and Platform available for use at www.skfplus.slocoach.com is operated under exclusive licence by SKF+.
26. The Platform and all content on the Platform, including text, graphics, logos, photographs, videos, tutorials, statistics and images, are the exclusive property of SKF+ or its content suppliers and protected by Australian and international copyright laws. The compilation of all such content is the exclusive property of SKF+ and protected by Australian and international copyright laws.
27. You must not copy, imitate, modify, alter, amend or use without our prior written consent any URLs representing Platform, or any of our content, logos, graphics, videos, tutorials, icons or other content published on the Platform or www.samkerrfootball.com.
28. No content on the Platform may be reproduced, modified, republished, transmitted, displayed, performed, or distributed in any way without the express prior written consent of SKF+ or as permitted by law. You may not modify, sell, assign, or transfer the content of the Platform or reproduce, display, distribute or otherwise use the content of the Platform in any way for any public or commercial purpose or otherwise except as expressly permitted under these terms and conditions.
29. You agree that all of the SKF+ trademarks and other SKF+ names, logos and brand features (both registered and unregistered), are the property of SKF+ and without the prior permission of SKF+, you agree not to display or use in any manner the SKF+ Marks.
30. Using the Platform does not give you any rights, title, interest or ownership in any intellectual property rights (including copyright) nor does it give you any proprietary rights to the content on the Platform or any trademarks, logos or other proprietary graphics of SKF+.
31. Use of the Platform is not transferrable and you should not share your log in or account details with any other person.
32. Content available on the Platform is also not to be shared. Downloads, screen shots and other ways of recording or using the Platform, or sharing it with others is strictly prohibited, unless such use has been approved in writing by SKF+.

Our liability to you

33. Subject to your Non-Excludable Rights, any representation, warranty, condition, guarantee or undertaking that would be implied in these terms by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.
34. Subject to a subscriber's Non-Excludable Rights, SKF+ will not be liable to a subscriber for indirect and consequential loss arising from or connected to these terms in contract, tort, under any statute or otherwise (including, without limitation, for loss of profits, failure to realise expected profits or savings and loss or corruption of data) unless such loss arises as a result of SKF+'s negligence or wilful misconduct.



SKF+ Subscription Terms and Conditions

35. Some of the goods or services which are offered or provided to subscribers in addition to the benefits offered or provided by SKF+ are supplied by third party suppliers. The provision of those goods or services will be subject, in each case, to the terms and conditions of the suppliers and any claims relating to the supply of those goods or services should be made to the supplier.
36. If SKF+ is liable to a subscriber for any:
 - (a) breach by SKF+ of any of these terms;
 - (b) breach by SKF+ of any term implied into these terms under the general law; or
 - (c) any tort committed by SKF+ (including negligence but not including fraud),
SKF+'s liability to the subscriber is limited to the amount of all payments paid by the subscriber to SKF+ pursuant to these terms in respect of the then current subscription period.

Suspension or cancellation of subscription

37. Once a subscriber has received confirmation of their subscription, there will be no refunds of that subscriber's subscription payments, subject to the subscriber's Non-Excludable Rights. Any cancellation request after the subscriber has received their confirmation, must be made in writing to SKF+, and cancellation of the subscription is at the discretion of SKF+, acting reasonably and is not available purely on the basis of any COVID-19 related event or any technical issue that occurs either with the Platform or as a result of the subscriber's ability to access the Platform.
38. Any subscription cancellation must be requested in writing to SKF+.
39. SKF+ reserves the right to suspend or cancel a subscription without refund to any subscriber that breaches these terms or, in the reasonable opinion of SKF+, is guilty of conduct unbecoming of a subscriber, disruptive or prejudicial to the interests of SKF+, the interests or reputation to Samantha Kerr, SKF or any of the Platforms sponsors or partners. A resolution may be considered in lieu of the subscription suspension or cancellation, which must be sent to SKF+'s mailing address in writing within 7 days of the subscriber receiving the suspension or cancellation advice.
40. SKF+ may terminate your access or membership to the Platform at any time without prior notice to you. In the event that SKF+ terminates your access to the Platform, you are no longer authorised to access the Platform, however, all restrictions imposed on you, licences granted by you and all SKF+ disclaimers and limitations of liability contained in these Terms of Use will survive termination.

Privacy

41. The information you provide to SKF+ (including in the Form) will be collected, used and disclosed in accordance with SKF+'s privacy policy, available by [clicking here](#). This includes the provision of your personal information to sponsors and partners of SKF+.
42. SKF+ collects personal information in order to provide the Platform and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities, and may also use and handle personal information as set out in its privacy policy.
43. SKF+ may, for an indefinite period, unless otherwise advised by you, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter by emailing skfplus@samkerrfootball.com.
44. SKF+ may share personal information with third parties located outside of Australia, including our payment processor (Stripe), Samantha May Kerr and Slocoach. While such third parties will often be subject to privacy and confidentiality obligations, such obligations may be less stringent than the requirements under Australian privacy laws and SKF+ cannot guarantee that the recipient will comply with Australian privacy laws, and despite this, you consent for this to occur and agrees not to hold SKF+ liable in this regard.

Use of your image and likeness

45. SKF+ reserves the right to photograph, videotape and/or record you and/or your child and to use you or your child's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation, and without compensation, wherever in the world.

Receipt of automated messages

46. You consent to SKF+ sending you automated and marketing SMS, MMS and/or emails from time to time to offer you promotions, discounts or other offers associated with SKF+ (whether relevant to the Platform or otherwise). You may opt out by emailing us at skfplus@samkerrfootball.com.

General

47. SKF+ may choose not to enforce a term of this Agreement in some cases in its absolute discretion without affecting its right to enforce that term in other cases.
48. These terms:
 - (a) are governed by the law applicable in the state of Victoria and each party submits to the jurisdiction of the courts of that State; and
 - (b) are the entire agreement between SKF+ and you in respect of its subject matter and to the extent permitted by law, supersedes any prior agreement, representation or promotional material.
49. Neither party shall be liable for any delay or failure to perform its obligations under these terms, other than payment of any monetary sums due and owing to the other party, if such failure or delay is due to a Force Majeure Event.
50. Any provision of this agreement which is held to be unenforceable is, where possible to be severed to the extent necessary to make the agreement enforceable and the rest of the agreement is not affected.
51. In this Agreement Force Majeure Event means, in respect of a party, any event or circumstance or combination of events or circumstances which is

beyond the reasonable control of that party, including an act of God, fire, lightning, explosion, flood, subsidence, insurrection, epidemic, pandemic or civil disorder or military operations.

EXCLUSION OF LIABILITY AND WAIVER

NOTE: These terms and conditions affect your legal rights. It is important that you read and understand them.

52. SKF+ is a supplier of "recreational services" (as defined in section 22 of the Australian Consumer Law and equivalent State based fair trading legislation).
53. The recreational services and facilities provided, include but are not limited to football drills, training and other physical activities undertaken for the purposes of strengthening the subscribers football skills, along with any other associated sporting activities or similar leisure time pursuits (recreational activities).
54. The purpose of this section of the terms and conditions is to limit the liability of SKF+, its employees, directors and agents, and to exclude liability for any personal injury or death to the participant in the recreational activities.
55. By purchasing a subscription to the Platform (and accessing the Platform, its content and samkerrfootball.com) from SKF+, you agree that the supply of the recreational services and participation by you in the recreational activities is subject to the following terms and conditions:

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (and other equivalent State based legislation), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you: are rendered with due care and skill; and are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law (and other equivalent State based legislation) (**Relevant Australian Consumer Legislation**), the supplier (**SKF+**) is entitled to ask you to agree that these statutory guarantees do not apply to you.

By subscribing for access to the Platform, you will be agreeing that your rights to sue the supplier under the Relevant Australian Consumer Legislation if you are killed or injured (or any other person using the Platform (including any minor under your care) because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission.

56. You acknowledge that the recreational activities are dangerous with many inherent risks and hazards, including but not limited to slipping, falling, impacting against walls, other people or the ground and as a consequence personal injury (including spinal injury) and sometimes death can occur and you voluntarily assume and accept all such risks and waive the right to sue SKF+ for any personal injury or death in any whatsoever caused by or arising from participation in such activities.
57. SKF+, its employees, directors and agents are not liable to you, your dependants or your legal representatives for personal injury or death suffered by you due to the recreational activities not being supplied with due care and skill or not being reasonably fit for their purpose or for breach of any of the consumer guarantees applied by the Australian Consumer Law (Victoria), or due to the negligence, breach of contract or statute or statutory duty by SKF+.
58. You release SKF+, its employees, directors and agents from all actions, suits, claims, demands, costs and other liabilities in connection with or incidental to your use of the recreational activities whether caused by the negligence of SKF+ or otherwise.
59. You agree to hold harmless and indemnify SKF+ in respect of all actions, suits, claims, demands, costs and other liabilities you may have against SKF+ in connection with or incidental to your use of the recreational activities.
60. To the maximum extent permitted by law, but subject to the non-excludable consumer guarantees implied pursuant to the Australian Consumer Law, in no event will SKF+, or its employees, directors and agents be liable in respect of any claim for any indirect or inconsequential loss or damage including without limitation personal injury, financial loss (such as loss of profits or use of capital or revenue or otherwise), or for any punitive, exemplary, special, incidental or consequential loss or damage whether such liability arises in contract, tort, equity, breach of statute or statutory duty or breach of any consumer guarantees.
61. Children must be at least 6 years of age to use the Platform and must be supervised at all times by a parent or a responsible adult guardian. Where you are responsible for such children you agree to be bound by these conditions on their behalf and you will directly supervise them at all times.
62. Any person using the Platform must be in good health and be free from any adverse medical conditions. If in doubt please seek medical advice.
63. You must comply with all signs or other directions of SKF+ in using the Platform and it may suspend or cancel your access to the recreational activities in its absolute discretion for non-compliance with these conditions or for reckless or careless conduct.