

1. General

These Terms and Conditions govern participation in JeanX and its Associated Entities Classes. Participants' rights under these Terms and Conditions are in addition to and do not in any way limit their rights under Australian Privacy Law, which may not be lawfully excluded. All other terms, conditions, guarantees and liabilities which are not expressly included in these Terms and Conditions are excluded.

2. Rescheduling, Cancellations and No-Shows

2.1 Cancellations by JeanX:

JeanX reserves the right to cancel a Class, if a particular Class does not reach a minimum number of 2 students, we will notify Participants at least 48 hours prior to commencement and a choice of a full refund or a reschedule will be given.

2.2 Cancellations by Participants:

- a) All request to cancel a class must be made in writing via email.
- b) If you wish to cancel your enrolment prior to commencement, a \$20 administration fee will apply.
- c) Fees will not be refunded for cancellations within 48 hours of the class commencement.

2.3 Rescheduling a Class

- 2.3.1 All class rescheduling requests must be made in writing via email.
- 2.3.2 Upon email request, the following rescheduling fee will apply if the rescheduling request notice period is:
 - **Greater than 48 hours:** Free – No rescheduling fee applies
 - **Between 48 to 24 hours** prior to the date of the class: \$50 administration fee
 - **Less than 24 hours** prior to the class: \$80 administration fee
- 2.3.3 All administration fees must be paid prior to any rescheduling confirmation

2.4 No-Shows

Missed attendance will not be refunded or rescheduled.

3. Privacy

- 3.1 JeanX collects personal information about participants, this information being necessary for JeanX to run and promote its classes.
- 3.2 Participants consent to JeanX:
Collecting and sharing between them certain personal information, including but not limited to the Participant's:
 - i) Name;
 - ii) Address;
 - iii) Email address;
 - iv) Phone number;
 - v) Date of birth or ageFor the purposes of scheduling and running the classes, conducting research, marketing and promotional activities in relation to JeanX Pty Ltd;
- 3.3 Participants consent to JeanX and Associated Entities taking and sharing photographs, film, tape and other images or

likenesses of the participant, or any sound recording and using them for marketing and promotional purposes. Participants may advise JeanX Pty Ltd at the time of this information being collected that they do not wish for photographs, film, tape and other images or likenesses of them being taken and used.

- 3.4 Participants consent to JeanX Pty Ltd and Associated Entities making, creating, storing, recording, transmitting, reproducing or using recordings or photographic images of any participant during classes. Unless they otherwise reach an agreement with JeanX, each participant grants JeanX and Associated Entities permission to use the participant's name, any recordings and/or photographic images, or other images or likenesses of the participant, in any media (including publication within and outside Australia) and for any purpose without identification or compensation or payment of any kind.
- 3.5 Participants consent to receiving future promotional and marketing material from JeanX and/or the Associated Entities, including via electronic messages (e.g. email, SMS, via social media sites etc), and to JeanX and/or its Associated Entities telephoning the participant for an indefinite period. If you do not wish to receive promotional and marketing material from JeanX and/or its Associated Entities please email us at hello@baristamasterclass.com.au
- 3.6 JeanX is constantly seeking to improve its business. It may contact you to undertake evaluation of its product and services.
- 3.7 Participants have certain rights to access their personal information held by JeanX and can request access by contacting us by email at hello@baristamasterclass.com.au.
- 3.8 Participants must not use, publish or distribute the name, logo or recipes received during the class, or any variation of them, in any way, including publicity, advertising, marketing collateral, or news release without the prior written approval of JeanX.

4. Intellectual Property

- 4.1 In participating in a JeanX class you are being taught the Intellectual Property developed by JeanX. JeanX reserves all rights to the shared Intellectual Property.
- 4.2 Participants are not: permitted to establish your own business, go into direct competition or run their own classes using JeanX's published material.

5. Liability for loss

- 5.1 Participants are responsible for their own property. JeanX will not be liable for loss of or damage to any property brought to the Classes by any participant.
- 5.2 The classes may involve working with coffee machines, sharp knives and other utensils, handling hot objects, operating stoves, ovens and other appliances and other activities generally associated with food preparation and cooking. Participants are warned that there is a possibility of an accident causing injury, death or property damage or loss from participation in the classes and the preparation, storage, transportation, re-heating and consumption of the Food and Beverages.

- 5.3 The total liability of JeanX to any participant for damages, regardless of the cause of action, whether contract, tort or breach of statute or any legal or equitable obligation, is limited to the total price charged for any classes booked, except where such liability arises solely as a direct result of the negligence of JeanX.
- 5.4 Without limiting any other release or limitation of liability contained in these Terms and Conditions, but to the extent permitted by law, in no event will JeanX or its Associated Entities be liable for any lost profits, loss of earnings or any consequential, exemplary, incidental, indirect or special damages arising from, or in any way related to the participants' attendance at the classes and/or the preparation, storage, transportation, re-heating and consumption (including, without limitation, any allergic reaction as a result of preparation or consumption) of the Food and Beverages.

6. Release and discharge of JeanX

- 6.1 To the extent permitted by law, participants exclude, release and forever discharge JeanX from all liability for any and all claims, loss, damage, costs or expenses arising from all property loss or damage, personal injury or death arising from or connected with a participant's participation in the classes and/or the preparation, storage, transportation, re-heating and consumption (including, without limitation, any allergic reaction as a result of preparation or consumption) of the Food and Beverages, except where such property loss or damage, personal injury or death arises solely as a direct result of the negligence of JeanX.

7. Indemnity

- 7.1 Participants indemnify JeanX against all claims, loss, damage, costs or expenses arising from personal injury or death sustained by a participant or anyone affiliated or connected with a participant, in connection with or resulting directly or indirectly from any participant's preparation, storage, transportation, re-heating and consumption (including, without limitation, any allergic reaction as a result of preparation or consumption) of the Food and Beverages, except where such personal injury or death arise solely as a direct result of the negligence of JeanX.
- 7.2 If legislation implies in these Terms and Conditions any condition or warranty which cannot be excluded or avoided, then the condition or warranty will be deemed included in these Terms and Conditions. However, to the extent permitted by law, JeanX's liability for any breach of such condition or warranty will be limited, at JeanX's option, to one or more of the following:
- The supplying of the classes again; or
 - The payment of the cost of having the classes supplied again.

8. Governing Law

These Terms and Conditions are governed by the laws of the State of Victoria, Australia.

Participants acknowledge and agree that any part or parts of these Terms and Conditions which contravene the law of the

relevant jurisdiction and are not enforceable (or part or parts thereof), are severable and do not invalidate the remaining conditions.

9. Variation to Terms and Conditions

JeanX may revise these Terms and Conditions from time to time by updating them in writing. The revised Terms and Conditions will take effect when they are posted online.

10. Definitions and Interpretation

In these Terms and Conditions, unless expressed or implied to the contrary:

Associated Entities means:

- JeanX Pty Ltd
- Businesses registered under JeanX and or Barista Masterclass
- sponsors and promotional partners
- all other persons involved in the organisation, conduct and promotion of the classes and their respective directors, employees, volunteers, agents and contractors.

Australian Privacy Law means: the Privacy Act 1988 (Cth) and applicable State and Territory privacy legislation.

Classes means: the classes and or courses offered by JeanX and its Associated Entities

Food and Beverages means: the Food and Beverages prepared at each class.

Participants means: members of the public who sign-up for JeanX class(es)

Recordings means: sound recordings, visual footage or audio-visual footage.

Terms and Conditions means: these terms and conditions, as varied from time to time.

JeanX means: JeanX Pty Ltd ACN 660 731 322

By ticking the acceptance box on the booking form you agree to accept the terms and conditions as laid out in the above details and agree to adhere to the requirements and guidelines of JeanX Pty Ltd.