

ATARAXIA COLLECTIVE

BE WELL CPD TERMS & CONDITIONS

Please read the following terms and conditions carefully. Upon purchase of registration to attend Be Well CPD at Sage Manor Bowral you agree to be bound by these conditions which constitute the agreement between Ataraxia Collective and yourself. In these Terms and Conditions, Ataraxia Collective means our team and facilitators under these Terms and Conditions.

TERMS OF SERVICE:

APPLICATION OF TERMS

These terms apply to any person or entity ('you/your') attending Be Well CPD ('the Retreat') operated by Ataraxia Collective ABN 80144292736 ('we/our/us'). By attending the Retreat, you agree to be bound by these terms. We may amend these terms and conditions from time to time. These terms and conditions have been constructed in accordance with Australian Law.

COLLECTION AND USE OF PERSONAL INFORMATION

On registration you will provide us with personal information such as your name and email address. We may otherwise collect personal information about you to provide our services and for other purposes as detailed in our privacy policy and required or permitted under applicable law. This may include disclosing your information to third parties that help us deliver our services and our business partners. We will handle all personal information we collect in accordance with our privacy policy and the applicable law. By providing your personal information to us, you consent to the collection, use, storage, and disclosure of that information as described in the privacy policy and these terms. If you would like any further information about our privacy policies or practices, please contact us.

SERVICES

We offer all services listed on the retreat program. The program is a draft and subject to change, including the facilitators. We reserve the right to amend this at any time. In the unlikely event of an unforeseeable event or COVID outbreak requiring

cancelation of the retreat we reserve the right to cancel and reschedule the event to the next available date, at no additional cost to you. If the retreat needs to be altered in any way, we will let you know as soon as is practical. If the reschedule is not workable to you, we will offer a credit for a future event. My CPD is a self-reporting tool with a flexible framework, within which physicians are encouraged to confidently use their professional judgement about the categories they use to claim credits for continuing professional development activities relevant to their scope of practice. It is the responsibility of the individual physician to claim any activities under the category they judge as most appropriate. Regarding the self-care audit activities during the retreat, we use the RACP audit template and suggest claiming it under the “other activities that involve measuring outcomes.” If you agree that it contributes to your professional development by measuring outcomes, you are welcome to claim the time we use under this category. If you feel it is more suitable to be claimed under category 2 then we encourage you to do that. Please see the RACP website CPD online handbook that shows category 3 for audit template and category 2 for self-care plan framework. Please note the activities we do during the retreat to help people complete their self-care audit using the template, we think, can count as category 3. We have been careful not to count self-care learning or practices as category 3 and, rather, have recorded these as category 1. We have counted reflective & feedback practices as category 2. Please note the program is subject to change. We are making recommendations for CPD accrual in good faith for how activities can be recorded but this is not a formal guarantee or endorsement that the RACP or the Medical Board of Australia will accept this. Please see the Medical Board of Australia’s category descriptions:

- Category One: Educational Activities
Educational activities have traditionally been the major component of CPD and include activities such as lectures, presentations, conference attendance and reading that contribute to a doctor's maintenance, updating and broadening of their medical knowledge and professional skills
- Category Two: Reviewing Performance
Reviewing performance includes measures that focus on doctors’ actual work processes with feedback. The role of peers, co-workers and patients together with their feedback is critical in this process.
- Category Three: Measuring Outcomes
Measuring outcomes for most doctors includes investigating the outcomes of doctors' everyday work by analysing and reflecting on data about health outcomes.

RETREAT ACTIVITIES

The optional hike or other physical activities during the retreat are taken at your own risk. Ataraxia Collective will not be held liable for these voluntary activities. Any yoga sessions are not to be conducted if pregnant. Instructions are guides and not to be taken as individual instruction. Guidance must be provided safely. Participate in the activities must be taken within your own physical and psychological limits, modifying, and abstaining when needed. Any concerns or injuries must be declared to the host/instructor prior to the event and activity modified according to your needs as determined by you. If you do not wish to be touched or adjusted during any workshop activities, you must notify the instructor/host. If you are unable to tolerate scented candles, incense, or the presence of a therapy dog you must notify the hosts prior to the retreat onset. By participating in the retreat activities, you voluntarily and knowingly recognise, accept, and assume the risk, and warrant your own fitness to perform the activities without risking injury or illness, or otherwise abstain from involvement. The host/instructor &/or Ataraxia Collective shall not be responsible or liable for any injury, illness, loss, damage, or other mishap sustained arising from or out of, or in any way directly or indirectly connected with the retreat activities. Ataraxia Collective shall not be responsible or liable for any injury, illness, loss, damage, or other mishap sustained arising from the retreat. I hereby release, waive, discharge, and hold harmless Ataraxia Collective from all liabilities arising from any untoward incident in my participation to any class, workshop, and relevant sessions which may result to injury, loss, damage, or death.

SUSPENSION AND TERMINATION

Without prejudice to any other right or remedy available to us, if we consider that you have breached these terms or we otherwise consider it appropriate, we may immediately and without notice, suspend or terminate your participation in the Retreat, or any part of it.

TICKET PURCHASE & PRICE

By purchasing your ticket, you agree to the inclusions of your ticket as outlined on the ticket purchasing site, payment terms and ticket price +GST.

PAYMENTS & REFUNDS

Full ticket price + GST is made upfront to secure your spot. All monies paid are non-refundable. Special consideration is available in exceptional circumstances. You must notify us of cancellations and changes to bookings in writing and as soon as possible. In the event you are no longer able to attend your retreat we are happy to transfer your booking to another available retreat of the same value (or applicable difference paid) if provided with at least 90 days written notice prior to start of the retreat. Cancellation later than 90 days prior is non-refundable and non-transferable. We strongly recommend you take out travel insurance at the time of booking to cover any unforeseen cancellation. We maintain cancellation lists for all sold out retreats and where possible will do our best to share your place with those on the waitlist. If we are able to replace your booking, then you will be entitled to a full refund minus 2% payment processing fee. Nothing in these terms purports to modify or exclude the conditions, warranties, undertakings and legal rights under the Australian Competition and Consumer Act and other local laws. All other warranties or conditions are expressly excluded, including liability for incidental or consequential damages caused by breach of any express or implied warranty or condition.

INTELLECTUAL PROPERTY

The Retreat and all the content provided during the Retreat including the program, may represent or contain intellectual property including trademarks, copyrights, and proprietary information. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of our intellectual property, in whole or in part, without our prior written consent.

DISCLAIMERS

To the extent permitted by law, we have no liability or responsibility to you or any other person for any loss. You acknowledge that you attend the Retreat at your own risk. The services and information provided at the Retreat may contain general information and discussions about health and related subjects. The information and

other content provided at the Retreat, or in any linked materials, are not intended and should not be construed as medical advice, nor is the information a substitute for any legal, financial, business, information technology or other professional advice. In attending a Retreat there is no implication of a doctor/patient relationship between participant and the Retreat provider and all attendees should discuss any health or psychological concerns with their own healthcare provider. While we make every effort to make sure the information provided at the Retreat is accurate and informative, the information does not take the place of professional or medical advice. We make every effort to provide quality information at the Retreat. However, we do not provide any guarantees, and assume no legal liability or responsibility for the accuracy, currency, or completeness of the information. The opinions and views expressed at the Retreat have no relation to those of any academic, hospital, health practice or other institution. We hereby expressly disclaim any claims arising from any representations made, whether express or implied, or reliance upon any representations made in relation to our recommendations, or information supplied to you. Attendees at the Retreat may participate in the schedule yoga, relaxation, or other extra-curricular activities at their own accord. Ataraxia Collective does not accept any liability for, and is not responsible for, any damage, loss or injury caused by the participation of attendees in services provided by us or for any extracurricular activities they participate in outside of the program. Any testimonials and examples of our products and services, wherever published (online or in print) are not to be taken as a guarantee that you will achieve the same or similar results with our products and services. Nothing in this disclaimer will: limit or exclude any liability for death or personal injury resulting from negligence; limit or exclude any liability for fraud or fraudulent misrepresentation; limit any liabilities in any way that is not permitted under applicable law; or exclude any liabilities that may not be excluded under applicable law.

GENERAL

These terms, and any dispute relating to these terms or the Retreat, are governed by and must be interpreted in accordance with the laws of Australia. Each party submits to the non-exclusive jurisdiction of the courts of Australia in relation to any dispute connected with these terms or the Retreat. For us to waive a right under these terms, the waiver must be in writing. If any part or provision of these terms is or becomes

illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these terms. The remainder of these terms will be binding on you. All activities mentioned in this document should be done after consultation with your health care representative. If you have a co-morbidity, then you should consult with your health care specialist before taking part in the activities.

CONDUCT AND CONFIDENTIALITY

You agree to co-operate with us in the conduct of the Retreat and use your best endeavours to comply with reasonable requests made by us to promote the efficient conduct of the Retreat. You acknowledge that during the Retreat you may become the recipient of information of a private and confidential nature that is shared by us or any other party (the 'disclosing party') attending the Retreat. You agree that you will not disclose to any person any information of a private and confidential nature disclosed by a disclosing party during the Retreat without the prior consent of the disclosing party other than information that may reasonably indicate that a party or the public may be at risk of harm or death. For the purposes of this provision "information of a private and confidential nature" means all personal (and corporate) information acquired by a party from a disclosing party which had previously been maintained in the strictest confidence by the disclosing party. We will not disclose to any person information obtained during the Retreat without prior consent of the parties unless compelled by law to do so.

MANDATORY REPORTING

As Doctors if we are made aware that another Doctor is at risk of self-harm or patient harm we have to disclose.

PHOTOGRAPHY

Permission is given to Ataraxia Collective and any transferee or licensee of them to utilize any photographs, motion pictures, video, recordings and other references or records of activities with and at Ataraxia Collective that may depict, record, or refer to me for any purpose ("likeness"), including commercial use by the released parties,

their sponsors and their licensees. If you have any questions regarding the content of these terms, please email at hello@ataraxiacollective.com.au

DISPUTE PROCEDURE

In the event of any dispute, controversy, or claim arising out of or relating to this agreement, or the breach, termination, or invalidity thereof, the aggrieved party will email their dispute with a clear cause linked to the services provided herein and thereafter the parties agree to first attempt to resolve the dispute amicably through negotiation within 30 days from the date the dispute is emailed to hello@ataraxiacollective.com.au. If the dispute cannot be resolved by negotiation within thirty (30) days, the parties shall then submit the dispute to mediation which will be conducted by a Solicitor at Turnbull Hill Solicitors at 29 Smith Street, Charlestown, NSW, 2290. Should mediation fail to resolve the dispute within sixty (60) days of its initiation, either party may then proceed to seek legal remedy through arbitration or in court, as agreed upon by the parties.

RETREAT

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| I confirm that I am 18 years or older: | YES |
| I will follow the instructions provided to me safely | YES |
| I will declare any injuries to the host/instructor prior to the event and modify my activity according to the needs of my injury. | YES |
| I will communicate to the host/instructor any concerns I have regarding the event prior to the event, such as any relevant medical or health issues. | YES |
| I will communicate to the host/instructor if I do not wish to be touched or adjusted during the yoga and any workshop activities. | YES |
| I will participate in the activities within my own physical and psychological limits. | YES |
| I am participating in all activities at my own risk. I agree and acknowledge that participation in any exercise could constitute a risk of injury. | YES |
| I voluntarily and knowingly recognise, accept and assume this risk, and warrant that I am physically fit to perform the exercises without risking injury. | YES |
| I acknowledge that the host/instructor &/or Ataraxia Collective shall not be responsible or liable for any injury, illness, loss, damage or other mishap | YES |

sustained arising from or out of, or in any way directly or indirectly connected with the yoga, workshop activities and exercises of the day.

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| I acknowledge that the host/instructor &/or Ataraxia Collective shall not be responsible or liable for any injury, illness, loss, damage or other mishap sustained arising from or out of, or in any way directly or indirectly connected with the yoga, workshop activities and exercises of the day. | YES |
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| I acknowledge that the Ataraxia Collective shall not be responsible or liable for any injury, illness, loss, damage or other mishap sustained arising from the retreat and workshops. | YES |
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| If I am pregnant or undergoing fertility treatments, I will not participate without first informing Ataraxia Collective and completing the pregnancy fitness questionnaire. | YES |
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| I have taken advice from my health care professional or specialist before participation in the activities contained herein. I hereby release, waive, discharge and hold harmless Ataraxia Collective from any and all liabilities arising from any incident in my participation to any class, workshop, and relevant sessions which may result to injury, loss, damage, or death. | YES |
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