GENERAL TERMS AND CONDITIONS OF STEPATHLON EVENTS

Parties
a) Stepathlon Lifestyle Private Limited ("Stepathlon") and;
b) Participants ("Participants") registering for the event

Background
(a) Stepathlon along with City Football Group Limited ("CFGL") will conduct a 60 (Sixty) day wellness program accessible through Stepathlon’s online platform known as www.stepathlon.com, Mobile Application and the sub-domain(s) available thereunder (the “Website”) wherein Participants will take part in a race around a 'virtual world' (“The Event”).
(b) This Website and Mobile Application are the property of Stepathlon Lifestyle Private Limited ("Stepathlon") which inter alia provides information (including without limitation articles, publications, videos, products, graphics, software and pictures) (“content”) in respect of the Event conducted on the Website and Mobile Application, wherein the Participants , (each a “Participant”), takes part in the Event , for 60 (Sixty) days, i.e., from 10th July 2019 to 7th September 2019 (the “Event Period”), in teams of 2 (Two) Participants (each a “Team”), by recording daily step counts which shall be converted into kilometers and other activity levels or if the participant takes part in contests related to the event from 12th June  2019 to 10th July 2019 on any third party website.
(c) This document sets out the terms and conditions governing the conduct of the Event by Stepathlon and the participation by each individual Participant.

Defined Terms
Capitalised terms used but not defined herein shall have the respective meaning given to such term on the Website and Mobile Application as the case may be.

Team Composition
Each Team shall comprise two 2 (Two) Participants. Participants shall form a Team with their friends/family/colleagues/others from single or multiple locations. Both participants in a team shall be legal residents of India and be over 18 years of Age.

Confirmation of Participation
Any person may register for the Event by filling an online application form available on the Website and submitting details with regard to each member of the Team in accordance with the Privacy Policy.

Upon the submission of the application form, the person shall receive an email acknowledgment that will serve as confirmation of her Team’s’ participation in the Event.
Reliance
In agreeing to these Terms and Conditions, the Parties agree that no other terms and conditions, representations, undertakings, warranties or supposed enticement have been relied upon by either Party save and except as are set out in these Terms and Conditions or on the Website and Mobile Application.

Term
These Terms and Conditions shall apply to each Participant of the Team from the date the Participant registers his/her Team to participate in the Event until the last day the Website remains open for the Participants to enter their step entry for the Event as per the rules of Stepathlon set out in these Terms and Conditions.

Unique Login ID
Stepathlon will generate a unique login ID for each Participant for the purposes of logging in to the Website. Participant undertakes to keep his/her account password secure and not share the login ID details with any third party.

Compatible Devices
Few wearable devices/apps capable of counting steps viz. FitBit, GOQii, Garmin, Stepathlon step-counter app, may be allowed by Stepathlon for the purpose of step counting in the Event. The details, such as type and versions, of compatible devices/apps will be made available on the Stepathlon Website and are subject to change.

Stepathlon disclaims any and all liabilities with respect to any such Compatible Devices(s) including its accuracy, genuineness and completeness. Stepathlon also disclaims all liability for discrepancies between the step count on the compatible device and the Mobile App or Website.

Stepathlon Undertakings
Stepathlon undertakes that it will:
(a) conduct the Event as represented on the Website and Mobile Application
(b) provide to each Participant a distinctive password which will allow the Participants 24 hours per day access to the Website and Mobile Application during the Event Period;
(c) during the Event Period take all reasonable measures to ensure access to the Website and Mobile Application with minimised downtime, if any;
(d) at all times take all reasonable measures to comply with the terms and conditions set out on the Website and Mobile Application (which terms and conditions are hereby deemed to be a part of the Terms and Conditions) from time to time in respect to the gathering, use and disclosure of information pertaining to the Participants;

Participant Undertakings
Participant, undertakes as follows:
(i) to ensure compliance with the Rules and Regulations published on the Website and Mobile Application or as notified by Stepathlon from time to time;
(ii) that all Teams are formed and all requisite details are entered into the Website by the commencement of the Event.
Conditions of Winning

Each Participant understands and acknowledges that the winner of the Event will be determined by taking into consideration various factors, and not just the number of steps taken, to be decided at the sole discretion of Stepathlon. The decision of Stepathlon in this regard shall be final and binding.

Added Advantages

Stepathlon may at its sole discretion provide extra benefits free of cost to the Participants by way of contests, competitions, interactive online events/challenges such as a motivational program, rewards, newsletters, blogs, wellness seminars, informative emails and other electronic communications intended to motivate the Participants, and to make participation in the Event more rewarding and interesting for the Participants.

Contests and challenges will also be held prior to the start of the Race on the Event’s social media pages under the profile name @racetomancity, not restricted to Instagram, Facebook, Twitter and Tiktok. All terms and conditions listed in this document shall apply to any pre-race contests and challenges.

Contests/competitions/challenges and rewards (held as a part of the Added Advantages) will be conducted by Stepathlon with utmost integrity in accordance with the contests/competition rules communicated to the Participants (by publishing on the Website and Mobile Application or through email notification). Stepathlon reserves the right to cancel or amend the terms of the contests/competitions/challenges in its sole discretion. No cash alternative to the prizes will be offered. The prizes shall not be transferable. Prizes are subject to availability and Stepathlon reserves the right to substitute any prize with another of equivalent value without giving notice. The winners of any such prizes shall be decided randomly at the sole discretion of Stepathlon. All decisions of Stepathlon in respect of any contest/competition/challenge or rewards shall be final and conclusive. Stepathlon may decide to make the winners’ names public but is under no obligation to do so.

The detailed terms and conditions with respect to the rewards are available in the Annexures below – Regards Terms & Conditions.

The Participant hereby acknowledges that these Added Advantages
(i) are neither offered nor guaranteed with the Event;
(ii) being distinct from the Event, policies specifically applicable to the Event (as set out herein and/or on the Website) shall not apply to the Added Advantages; and
(iii) in no way impact Stepathlon’s rights/entitlements in respect of the Event.

Participant, further acknowledges that the obligations of Stepathlon hereunder are not applicable in respect of the Added Advantages and will come to an end on the expiry of the last day the Website remains open for the Participants to enter their step entry for the Event as per the Event Rules.

Force Majeure

Stepathlon shall not be liable for any delay in performing any of its obligations in respect of or related to the Event as set out herein if such delay is on account of circumstances beyond Stepathlon’s reasonable control.
Limitation of Liability
The Participant hereby acknowledges and confirms that
(a) No claim of any liability can be made against Stepathlon, CFGL, and sponsors with respect to the event; and
(b) Stepathlon, CFGL and sponsors will not be liable in any way for any contingent, consequential, indirect, special or punitive damages arising whether due to the negligence of Stepathlon, CFGL and sponsors or otherwise and acknowledges that any such claim shall be limited accordingly.

Risk of Participation
Each Participant, acknowledges and confirms that Stepathlon, CFGL or sponsors cannot evaluate the appropriateness or any other health risks that may be faced by individual Participants and hence each Participant takes part in the Event entirely and exclusively at his or her own risk. Activities are undertaken at a time and place of a Participant’s choosing, and Stepathlon makes no recommendations in this regard.

Stepathlon may from time to time provide general information about improving fitness levels, health and overall wellbeing while participating in the Event by publishing the same on the Website and Mobile Application (including links to third party websites) and/or through its communications to the Participants. It is hereby expressly stated by Stepathlon and acknowledged by all Participants, that such information:
(i) does not constitute medical or professional or specific advice; and
(ii) cannot be relied upon as a substitute for the professional medical/health care and it does not constitute a doctor-patient relationship; and
(iii) that the advice of a doctor or appropriately qualified medical professional, and appropriate medical treatment, for all health related queries or any other medical matter, must be sought without delay and not ignored or suspended on account of any information provided by Stepathlon.

Indemnity
The Participant, agrees to indemnify, hold harmless and defend Stepathlon, CFGL, sponsors and their respective directors, officers, employees and agents from and against any and all claims brought by a Participant or any other person in relation to the Participant’s participation in the Event except in the case of gross negligence or wilful misconduct by Stepathlon, CFGL or the sponsors.

Intellectual Property
Participants, acknowledge and confirm that all the intellectual property (of whatever nature) comprising the Event (including without limitation the Website and all the information/data or any other material used to design, create or otherwise develop the same) shall remain the sole and exclusive property of Stepathlon and/or CFGL as the case may be and the Participant, shall not make any claim to any such intellectual property in any manner whatsoever. Access to the Website and/or participation in the Event does not give the Participant, any right to use any of Stepathlon’s, and/or CFGL’s marketing material, business names, trademarks, logos, domain names or other distinctive brand features. Other trademarks used on the Wellness Platform domain and/or the Website that belong to third parties are used with permission and remain the intellectual property of the third party.
Surveys and Reporting

Stepathlon reserves the right to conduct surveys at any time during the year of the Event and use the data ("Survey Data") generated from the responses to the survey questionnaires by Participants. The processing and analysis of Survey Data shall be for the purpose of Stepathlon’s activities connected with the Event assessment process including, but not limited to:

(a) The production of End of Event Reports as required for an Event, on Individual basis; and
(b) Academic or research purposes with appropriate ethics approval.

Unless otherwise agreed between the Parties, the taking of the Stepathlon pre-event survey is a pre-requisite for commencing the Event, and the post-event survey is required to be completed prior to being able to make activity entries in the final days of the race. The data collected is strictly de-identified in accordance with all privacy protocols. The survey is conducted to publish the research and contribute to the health and wellbeing space in accordance with ethics approval from major universities. Participants may elect to opt out from their survey data being passed on and used by the researchers for publication purposes by following the process outlined in the survey preamble and also the Stepathlon Terms Conditions and Privacy policy.

Any information submitted by the Participant in any survey conducted on a third party website in relation to the Event may be shared with and accessed by Stepathlon for the purposes mentioned above.

Rewards - Terms and Conditions

Stepathlon may amend the T&Cs at any time without prior notice in its sole discretion. Any such changes will be communicated to you in writing.

A. Eligibility & Acceptance

In order to accept the Prize, please communicate the following to Stepathlon by email at TRTMcontests@stepathlon.com or as suggested in the instructions on the contest post, within 24 hours of being offered the Prize:

a) Your acceptance of the Prize;
b) Please share your proof of identity and age as the Competition was open only to persons aged 18 years and above;

B. Prize

1. Stepathlon will communicate the prize when the contests is held, which is subject to change based on availability.
2. By accepting the Prize, you agree to comply with any and all applicable terms and conditions.
3. No cash alternative to the Prize will be offered. The Prize is non-refundable and non-transferable.
4. If you fail to communicate your acceptance of the Prize to Stepathlon within the stipulated time period or are unable to comply with these T&Cs, Stepathlon reserves the right to offer the Prize to the next eligible participant.
5. Stepathlon also reserves the right in its sole discretion to withhold delivery of the Prize until proof of eligibility and/or identity requested by Stepathlon has been confirmed or if adequate proof is not produced on request to disqualify the participant.
C. Publicity

Stepathlon may undertake publicity activities relating to the Competition and the Prize in various media as it may deem fit. You agree to the use of your name, photograph and disclosure of town or region of residence in any such publicity material.

D. Personal Data

All personal details including name and age collected as part of the Competition and the Prize will be used in accordance with Stepathlon’s Collection Statement and Privacy Policy. Stepathlon shall not be responsible for processing (including without limitation, collecting, storing and transferring) of your personal information by any third party service provider.

E. General

1. Stepathlon cannot promise that the services relating to the Prize will be free from errors or omissions. Stepathlon reserves the right to modify or cancel the Prize if it believes that the prize cannot be provided for causes that are beyond the reasonable control of Stepathlon including but not limited to acts of God, natural disaster, adverse weather conditions, war, riot, civil commotion, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction.

2. You agree to reimburse Stepathlon in respect of any damages suffered by Stepathlon or any losses suffered by Stepathlon resulting from any claim made by a third party in each case in respect of any matter arising as a result of violation of any applicable law or regulation by you.

3. The invalidity or unenforceability of any provision of these T&Cs shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these T&Cs shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

4. Stepathlon’s decision in respect of all matters related to the Prize will be final and no correspondence will be entertained in this regard.

5. The Prize and these T&Cs will be governed by Indian law and any disputes will be subject to the exclusive jurisdiction of the courts of Mumbai.

Website Usage Terms

Each Participant participating in the Event is granted a limited, non-exclusive access to the Wellness Platform domain from the date of commencement of the Event until the last day the Website and Mobile Application remains open for the entry of steps and other activities for the Event, which shall be promulgated approaching the last days of the event. Thereafter, access to the Website and Mobile Application, if any, provided by Stepathlon, and all acts done pursuant to such access (including without limitation any step and activity level entry recorded by a Participant), shall not be in anyway applicable to or counted for the Event but will be subject to these Terms and Conditions and other applicable policies set out on the Website and Mobile Application.
Participation in the Event and the access and use of the Wellness Platform is governed by these Terms and Conditions, the Privacy Policy appearing on the Website and Mobile Application (“Privacy Policy”), and all other terms/policies set out in the Website and Mobile Application (collectively the “Stepathlon Terms and Policies”). By accessing or using the Website and Mobile Application and the content therein, and/or participating in the Event, each Participant acknowledges and agrees that:

1. They represent and warrant to Stepathlon they have carefully reviewed, understood and accepted and agree to be bound by all of the Stepathlon Terms and Policies; and

2. The Website and Mobile Application is the property of Stepathlon and as such all activities on the Website and Mobile Application including the Wellness Platform domain will be monitored by Stepathlon.

3. While accessing the Wellness Platform domain and/or using the Website and Mobile Application they:
   a. Shall only use the Website Platform or the Website and Mobile Application for purposes and in the manner permitted under the Stepathlon Terms and Policies.
   b. Shall access (or attempt to access) the Wellness Platform domain or the Website and Mobile Application only through the interfaces provided by Stepathlon.
   c. Shall not use, copy, distribute or commercially exploit content appearing on the Wellness Platform domain and/or Website and Mobile Application except as permitted with Stepathlon’s prior written consent.

4. Access to the Wellness Platform domain is provided upon being signed up as a participant in the Event. Another Participant’s account may not be used without prior permission, and each Participant is solely responsible for the activity that occurs on their account, and must keep their account password secure. Stepathlon must be notified immediately in writing of any breach of security or unauthorised use of your account.

5. Content placed on the Wellness Platform domain and/or the Website and Mobile Application (to the extent permitted) remains the property of the Participant. Stepathlon claims no copyright or other ownership in respect of the same. However, it is hereby clarified that by uploading text, images, videos, sound files or any other form of content on to the Wellness Platform domain and/or the Website and Mobile Application or communicating with Stepathlon (in cases where it may be reasonably educed from the communication that you expect to make the same available to the other participants/users of the Wellness Platform domain and/or the Website and Mobile Application), by default Stepathlon is granted an irrevocable, royalty-free, world-wide and perpetual license, to use that content/communication for nil consideration in any way Stepathlon may deem appropriate. In the event that Stepathlon merges, sells or there is any change of control of its business or the Wellness Platform domain or the Website and Mobile Application, Stepathlon shall
have the right (without seeking any consent) to transfer, novate or assign the information, content and rights collected as per the Stepathlon Terms and Policies to the relevant third-party.

6. The layout or appearance of the Wellness Platform domain and/or the Website and Mobile Application nor any computer software or code contained in the Website and Mobile Application may not be modified, copied, decompiled, disassembled or reverse engineered in any form, or any attempt made to otherwise discover or access any source code related to the Wellness Platform domain and/or the Website and Mobile Application.

7. Text, images, videos, sound files and other forms of content (as supported) may be uploaded on to the Wellness Platform domain and/or the Website and Mobile Application (to the extent permitted). All contents uploaded on to the Wellness Platform domain and/or the Website and Mobile Application will be reviewed by Stepathlon before being published. Stepathlon may in its sole discretion determine the suitability of the content uploaded for publication on the Wellness Platform domain and/or the Website and Mobile Application. Further, Stepathlon reserves the right to remove or withdraw any content at any time in its sole discretion.

8. All content uploaded on the Wellness Platform domain and/or the Website and Mobile Application must belong to the Participant. Material that is owned by third parties, or subject to copyright, must not be published on the Wellness Platform domain without the explicit written permission of the copyright holder or owner. This includes text, images and sound files from third party websites.

9. Any content that is offensive in any way must not be published on the Wellness Platform domain and/or the Website and Mobile Application. This includes, but is not limited to, obscene, pornographic, insulting, racist, defamatory, and discriminatory material, in any form - text, images, sound files or other media. Links to websites that contain such offensive information must not be published on the Wellness Platform domain and/or the Website and Mobile Application. The decision of Stepathlon as to what constitutes offensive material shall be final.

10. If a Participant believes any content put on the Wellness Platform domain by any other person is abusive, it may be report to Stepathlon. If an issue is reported as being abusive, Stepathlon shall review the report and shall take such action, as deemed appropriate.

11. Stepathlon hereby reserves the right to:
   a. modify or withdraw, temporarily or permanently, the Wellness Platform domain (or any part of it). All reasonable efforts will be made to provide timely warning of such loss of service. However, Stepathlon is not responsible for backing up or saving any material placed on the Wellness Platform domain. Participants are strongly advised to keep backups of any and all material uploaded on the Wellness Platform domain; and/or
   b. change these Terms, Conditions & Privacy from time to time. Continued use of the Wellness Platform domain (or any part of it) by a Participant following such change shall
be deemed to be acceptance of such change. It is the Participant’s responsibility to check regularly to determine whether the Usage Terms have been changed; and/or

c. monitor any activity and content associated with the Wellness Platform domain and/or the Website.

12. The Website and Mobile Application may consist of several links or features generated by third parties. Such websites shall consist of their own usage terms and conditions, which in no way shall be construed to be the same as Stepathlon Website and Mobile Application. It will be the Participant’s responsibility to check their terms and conditions and privacy policy before submitting any such information or sharing any other data with them. Stepathlon shall not be held liable for any content published or breach of any security on the part of those websites.

13. Participants are given access to Wellness Platform domain in good faith. Any abuse of the facilities will lead to suspension and/or permanent removal from the Wellness Platform domain. Such abuse includes publication of offensive or fraudulent material, publication or linking to computer viruses or other forms of electronic attack, interfering with the sites of others hosted by the Wellness Platform domain server, attempts to undermine the security of the server or to affect its day to day running, rendering the Wellness Platform domain and/or the Website (www.stepathlon.com) and Mobile Application or any third party website, the links of which are provided on the Website and Mobile Application, less efficient or impairing its security, effectiveness or functionality, violating or infringing the rights of any person, firm or company (including, but not limited to, intellectual property rights, confidentiality or privacy rights), attempting any unauthorized access to any part or component of the Wellness Platform domain and/or the Website and Mobile Application and any other activity deemed by Stepathlon to be abusive in nature.

14. The Stepathlon Wellness Platform domain may contain hyperlinks to external websites operated by third parties. Stepathlon has no control over the content of external websites and is not responsible for their content. The inclusion of a hyperlink to an external website is for convenience, and does not in any way constitute an endorsement of the external website’s contents, products, services, or associated entities, by Stepathlon. The persons accessing or relying on the Wellness Platform domain and/or Website and Mobile Application are deemed to have read, understood and assented to this Policy.

15. Uploading text, images, videos, sound files and other forms of content on the Wellness Platform domain indicates acceptance that it will be visible to anyone on the internet.

16. Providing your personal details on the Wellness Platform domain and/or the Website and Mobile Application indicates acceptance that Stepathlon may use these details to contact Participants with details of events, opportunities, newsletters and any other relevant communication. Stepathlon is committed to protecting the privacy and confidentiality of information provided by Participants in accordance with the Privacy Policy.
17. Stepathlon does not verify information placed on the Wellness Platform domain and/or the Website and Mobile Application by other participants and makes no warranties, whether express or implied in relation to the accuracy of any such information.

18. Access to the Wellness Platform domain and the Website and Mobile Application is on an "as is" basis and Stepathlon gives no further warranties, express, implied or statutory including, but without limitation, the implied warranties of satisfactory quality or fitness for a particular purpose of the Website and Mobile Application and/or the Wellness Platform domain or the availability of the same.

19. Please note that the Website and Mobile Application is managed and operated from India. While the Website, Mobile Application and the Wellness Platform domain are accessible worldwide, not all features, product and/or services provided on or through the Website and Mobile Application and/or Wellness Platform domain may be accessible or available or suitable for all persons or in all geographical locations. Stepathlon reserves its right to restrict the access or availability of any feature, product or service to any person or any area accordingly.

20. Stepathlon will make its reasonably best efforts to ensure smooth and error-free availability of the Wellness Platform domain and/or the Website and Mobile Application at all times during the course of the Event. However, Stepathlon shall be under no liability for any downtime or malfunction of the Wellness Platform domain or the Website and Mobile Application and no warranty is given that the Wellness Platform domain or the Website and Mobile Application and their contents are free from infection by viruses or anything else which have or might have contaminating or destructive properties.

21. While reasonable care and skill is employed by Stepathlon in operating the Website and Mobile Application and the Wellness Platform domain, it does not warrant or represent that the Wellness Platform domain and/or Website will at all times be error-free, virus-free or harmless, and disclaims any and all liability for loss or damage arising out of the use of the Wellness Platform domain and/or Website and Mobile Application. The persons accessing the Wellness Platform domain and/or Website and Mobile Application are solely responsible for assessing the relevance and accuracy of its content. Stepathlon shall not indemnify any party in relation to any dealing by that party with the Website which is contrary to the Stepathlon Terms and Policies or to applicable law.

22. Stepathlon shall not be liable for any delay in performing any of its obligations in respect of the Wellness Platform domain and/or the Website and Mobile Application if such delay is caused by circumstances beyond Stepathlon’s reasonable control.

23. Participants agree to abide by the Stepathlon Honour Code as follows:

"When entering my steps/activity for each day, I affirm that I will uphold the highest principles of honesty and integrity throughout the Stepathlon Event. I will foster an atmosphere of mutual respect and trust amongst my teammates and fellow Participants."
24. To maintain the integrity of the Event, Stepathlon has the right to amend, alter, reduce or increase step counts and activity levels, or to withdraw or disqualify teams or suspend the Participant's access to the Wellness Platform domain and/or or Account, if in the opinion of the Chief Wellness Officer or delegate, actions have taken place which do not conform with the spirit of the Event. In all cases, the decision of Stepathlon will be final.

25. If a Participant breaches any of the Stepathlon Terms and Policies, Stepathlon may withdraw or disqualify teams or suspend the Participant's access to the Wellness Platform domain and/or or Account and reserve the right to take such legal action as Stepathlon may deem appropriate.

Any queries in relation to the Stepathlon Wellness Platform domain, should be directed to TRTMsupport@stepathlon.com.

Jurisdiction
The contract for the Participant, in respect of the Event shall be deemed to have been made in Mumbai, India, governed by laws of India and any disputes or claims shall be submitted to the sole jurisdiction of the appropriate court situated in Mumbai.

Variation
No variation to these Terms and Conditions as between the Parties shall be enforceable unless the same is made in writing and is duly executed by the Participant and Stepathlon.

Severability
The Parties hereby acknowledge and agree that each of the Terms and Conditions shall be binding upon them except to the extent any of these Terms and Conditions are determined by any competent authority to be invalid, unlawful or unenforceable. The Participant, further acknowledges and confirms that any part of such Terms and Conditions can be severed without affecting the validity or enforceability of any other part. Each Party agrees to be bound by these Terms and Conditions.

Miscellaneous
The Parties agree that they must do all things necessary (including the execution of any further documentation) in order to give effect to the Parties’ rights and obligations in respect of the Event set out in these Terms and Conditions or on the Website and Mobile Application.

Participant and Stepathlon warrants to each other that they have the power to bind itself in the manner contemplated by the Terms and Conditions and/or any other terms/policies set out in Website and Mobile Application.

Each Party agrees to be bound by these Terms and Conditions.
**STEPATHLON COLLECTION STATEMENT AND PRIVACY POLICY**

Stepathlon Lifestyle Pvt. Ltd. ("Stepathlon") is a private limited company incorporated under the provisions of the Companies Act, 1956.

Stepathlon respects personal data privacy, and is committed to fully implementing and complying with data protection principles and ensuring that you retain your privacy while availing the services offered by it. It has thus adopted the following policy in relation to any information which may be collected through this website i.e., www.stepathlon.com and other sub-domain(s) available thereunder (the "Website"), to the extent the same is not contrary or repugnant to the applicable laws. The purpose of this Privacy Policy is to tell you what kind of information Stepathlon may gather about you when you visit this Website, how Stepathlon may use that information, whether Stepathlon discloses it to anyone, and the choices you have regarding Stepathlon’s use of, and your ability to correct this information. This Privacy Policy allows you to choose what kind of and how much information you provide to Stepathlon and to control how Stepathlon uses whatever information is obtained by it.

**Personal Information**

By using the Website and/ or by providing your information (including personal and sensitive personal information), you consent to the collection and use of the information you disclose on the Website in accordance with this Privacy Policy, including but not limited to your consent for sharing your information as per this Privacy Policy. Stepathlon will however only collect personal information when you provide it to Stepathlon. Stepathlon will not use any identifying information about you. Stepathlon collects anonymous and personal information primarily to make it easier and more rewarding for you to use Stepathlon’s services. This includes information which might enable you to be identified, such as your name, e-mail address or postal address, and depending on the service you are accessing could include information about what you like and do not like. If Stepathlon holds your personal information, it will provide you with access to the information to review it and also have it corrected to the extent it is deficient, incomplete, incorrect, unnecessary or outdated. Stepathlon will take reasonable steps to correct the inaccuracies in your information upon your written request. For the same Stepathlon may ask you to verify your identity and to provide other details to help us to respond to your request and shall not be responsible for authenticity of the information provided by you. To the extent Stepathlon uses your personal information for its services, it gives you the ability to opt-out of such uses. For withdrawal of consent for providing your personal information to Stepathlon please send an e-mail to the administration support team of Stepathlon at TRTMsupport@stepathlon.com. In such cases, Stepathlon will be under no obligation to provide or continue providing the services for which such information was provided.

Stepathlon operates secure data networks that are designed to protect your privacy and security. Stepathlon will only use the personal information you have chosen to provide us for the purpose for which you provided it. Stepathlon will not use it for any other purpose without your consent.

In general, you can browse the Website without telling Stepathlon who you are or revealing any personal information about yourself. Once you give us your personal information, you are not anonymous to us.
Stepathlon Collection Statement

Stepathlon may collect personal information, as well as sensitive personal information about you during registration process and by means of surveys and health assessments before, during and after the Event. This data may be used for aggregate reporting purposes, to assess and advise you on your health and wellbeing needs, and for scientific research purposes with appropriate ethics approval. An example of academic research carried out using information collected by Stepathlon may be viewed here.

You may receive a summary of your health and wellbeing scores based on the data that you submit. Stepathlon may also indicate how your score compares to an overall event or population scores. Reports are supervised by qualified academic personnel who are trained to interpret results. You may get suggestions for continuing to improve your health and wellbeing.

Sometimes Stepathlon may specifically ask for personal information about you when you sign up to use a service through the Website. Certain information may be required (such as your name, age, internet address or screen name, billing address, type of computer or device) to provide that service or product to you. Information collected from you may also be used to send you relevant communication related to additional products and services which may interest you, newsletters, health and nutrition tips, updates and information, marketing information, to administer contests you have participated in, notify you about the same, improve the Website and its functionalities, to display content based on your interests, etc.

If you provide us with personal information about other individuals, you must ensure that those persons have been made aware of the above matters. Where the information collected relates to health, criminal records, or other sensitive information, you must obtain it with the individual's consent.

You may also have the ability to add the personal information of third party individuals into the Website for invitational and registration purposes. Please note that such information will be used for the limited purpose it has been provided for.

Stepathlon Survey and Health Assessment FAQ’s

Stepathlon is a workplace health and wellbeing intervention designed to encourage participants towards a healthy lifestyle. As part of this objective, we conduct surveys and health assessments to enable us to provide feedback to you on your progress, and to assist in improving Stepathlon as a platform. The data may also be used for scientific research purposes with appropriate ethics approval. The following FAQs summarize the purpose of our surveys and health assessments and our commitment to your privacy.

• What will I gain from participating?
The user surveys are designed to provide you with feedback on your progress towards a healthy lifestyle. The demographic, health and lifestyle information you provide is used to provide you with scores to assess your wellbeing and overall health.
What will I be asked to do?

You will be asked to complete surveys at the beginning of and towards the end of the Stepathlon event. You may also be asked to complete surveys during the event. The surveys are short online questionnaires that take around 10-15 minutes to fill out. The survey questions include basic demographic and lifestyle information.

How will the information I give be used?

The information you provide is used by Stepathlon to compute scores of wellbeing and health that we feed back to you to assess your progress, and to assist in improving Stepathlon as a platform. The data may also be used for scientific research purposes with appropriate ethics approval.

An additional goal of Stepathlon is to improve health and wellbeing in the community. For this objective, de-identified survey information may be used for the purposes of scientific research with Stepathlon’s independent scientific partners. This research will only take place if appropriate ethics approval has been received. Your information will allow researchers to use your demographic questions together with the information on your health and lifestyle (but without any identifying information about you) to find out whether the amount of time and activity completed by participants in Stepathlon are related to improvements in health and wellbeing. From the results, the researchers plan to develop reports and presentations. These reports will be based on de-identified group results ensuring that they contain no information that is able to identify individual participants.

What are the potential risks of providing this information?

Your survey information is confidential. Your individual health feedback scores are private and are not shared. Any analysis or research that utilises Stepathlon data uses de-identified data that is separated from your individual identifying information.

How will my information contribute to research?

The research using de-identified information described above is conducted independently of Stepathlon by internationally recognised university investigators at major tertiary institutions. Only after they receive approval for their specific research projects from their institutional ethics committees and Stepathlon can the data be analysed. Thus, your de-identified data can contribute to research projects performing independent analysis to assess the effectiveness of Stepathlon in areas such as mental health, cardiovascular health, diabetes risk, sleep, wellbeing and physical activity, and remain confidential at the same time.

What do I have to do if I don’t want my information contributing to research?

If you do NOT consent that your de-identified data contribute to research as described above, your data provided to Stepathlon will only be used for feedback to you from your participation, and to assist in improving Stepathlon as a platform.
If at any time during your participation at Stepathlon you wish to withdraw your de-identified data contribution to research as described above, please send an e-mail to the administration support team of Stepathlon at TRTMsupport@stepathlon.com. In this email simply use ‘withdraw my information’ or ‘withdraw my data’ in the header. The Stepathlon administration team will respond to you within 48 hours notifying you that you have withdrawn your consent for contribution to research and that your questionnaire data will not be made available for research as described above.

• Who else will have access to my information?

Personal survey information is held securely by Stepathlon on encrypted servers. Survey data is separated from any information that could be used to identify you. De-identified survey information may be used by Stepathlon for the purposes of event planning and assessment, and for the purposes of scientific research with appropriate ethics approval.

Use of Anonymous Information

Stepathlon automatically gathers anonymous information to monitor the use of the Website. Stepathlon only uses such data in the aggregate. Stepathlon may publish or provide this aggregate data to other people.

Advertising on the Website

Stepathlon may be associated with various third parties to either display their advertising on the Website or to manage Stepathlon’s advertising on other sites. Stepathlon’s third party associates may use cookies and other tracking application/device to collect anonymous information i.e., non-personally identifiable information about your activities on the Website as also on other websites. This is done to provide you targeted advertising based upon your interests.

Cookies

This Website currently uses cookies and Google Analytic Code. A cookie is a small amount of data that is sent to your browser from a web server and stored on your computer’s hard drive. One of the reasons for using cookies is to identify the total number of users of a site and measure traffic patterns for research purposes. Cookies may also be used by sites that offer personalised or customised content so that a user’s preferences can be “remembered” when they return to the site. Google Analytic Code is a web analytics code which uses “cookies” to enable us to analyse how you use the Website.

Stepathlon may collect information via cookies. If Stepathlon collects personal information via cookies, then that personal information will be dealt with by Stepathlon in accordance with this privacy policy. In other words, information collected via cookies will be treated in the same way as any other information and used only for purposes set out in this policy.
The cookies can be removed by following directions provided in your internet browser’s “help” directory. Rejecting the cookies will not affect your use of the Website, but your access to some areas of the Website may be limited.

Third party application allowing users to share content on the web may also use cookies and/or other tracking applications. Stepathlon’s privacy policy does not regulate the use of such technology by the third party and does not have access or control over these applications. No personally identifiable information is collected by or transferred to this application by Stepathlon.

**Disclosure**

There will be occasions where it will be necessary for Stepathlon to disclose your personal information and sensitive personal information to third parties. Stepathlon may be required by law to disclose the information, or Stepathlon may be required to disclose your personal information to third parties to provide the service you have requested, for research purposes according to the requirements of ethics approval, to resolve disputes, troubleshoot problems help promote a safe service, customize your experience and enforce our terms and conditions. However, the disclosure will only be made where it is necessary to fulfill the purpose for which you disclosed your personal information or sensitive personal information. Otherwise than stated above, Stepathlon does not disclose personal information that you may give it such as your name, address, email address or telephone number, to any organisation or person outside Stepathlon unless you have authorised it to do so. Further, before sharing any of your personal and sensitive personal information with any third party, Stepathlon will ensure that the third party concerned maintains at a minimum, reasonable data practices for maintaining the confidentiality and security of the personal and sensitive personal information and preventing unauthorized access.

**Policy Modification**

Stepathlon may periodically review and update this privacy policy in accordance with its privacy practices then in effect. Notification of such modification will be provided to you (either by email or by means of a notice on this Website prior to the change becoming effective). It is your responsibility to regularly check Stepathlon’s privacy policy to apprise yourself of such changes and your continued use of the Website following such change shall be deemed to be your acceptance of such changes.

**Grievance Officer**

For any queries related to this Privacy Policy, correction of any personal information provided by you or for making a complaint about breach of privacy, you may contact the Stepathlon Grievance Officer at TRTMsupport@stepathlon.com.