

# **Stryx Sports FZ-LLC**

## **Terms & Conditions**

1. The participant must be physically fit and able to participate in all sporting programmes/activities provided by Stryx Sports, including but not limited to, Stryx Tennis Academy, Stryx Gymnastics Academy and Stryx Squash Academy (herein after referred as "Stryx Academies", "Stryx Sports", "Stryx Sports Academies"), NBA Basketball School, Barça Academy Dubai, Stryx Holiday Camps, After School Activity programme and other classes/activities offered by Stryx Sports and accordingly accept all risks resulting from participating in any such activities.
2. In the event that the participant needs medical attention during the classes/activities, the parent(s) shall agree to Stryx Sports carrying out any appropriate and necessary First Aid treatment(s). All Stryx Sports coaching staff are first aid certified.
3. Stryx Sports shall be held harmless from and against any claim, demand, suit, action or proceeding as a result of bodily injury, illness or death to any person, or damage to any tangible property, except for injuries, damages caused by the wilful or negligent acts or omissions of Stryx Sports coaches or representatives as provided by the UAE Law.
4. The cost of any damage caused by any participant or by the parent(s)/guardian(s) during any of the classes/activities shall be borne by the participant or by the parent/guardian of such participant who shall pay for such damage/s in full.
5. All classes will be conducted in English.
6. Stryx Sports shall treat the safety and wellbeing of all participants attending its courses as a priority. Stryx Sports, therefore, reserves the right to remove any participant or parent/guardian from its trainings/activities who is repeatedly found bullying, misbehaving or generally being disruptive without the right for any refund for the remainder of the sessions.
7. Registration across all Stryx Sports programmes/activities are limited. Enrolment will be allocated on a first come, first served basis.
8. All classes, activities, venues and arrangements are subject to change according to weather, programming and a satisfactory level of participants. Stryx Sports reserves the right to cancel any course(s) and/or to change any information given, should this be necessary for any reason. In extreme weather conditions, Stryx Sports reserves the right to cancel classes

at short notice to ensure the safety of the participants and coaches. No refunds or make up sessions will be arranged for any cancellations related to the weather. For After School Activities, it depends on the school policy.

9. The participant/s or the parent(s)/guardian(s) (in case of minor participant) grant Stryx Sports the worldwide right without approval or compensation, to use the participant's name, photographic or video image or likeness for its reasonable commercial purposes such as newspaper or magazine advertisements and online social media (Facebook, Twitter, YouTube, Instagram etc).
10. Barça Academy Dubai is under FC Barcelona Scouting System, which means that if any of the academy players are selected to play or test in any club through the FC Barcelona Scouting System, Stryx Sports will represent the selected player.
11. Stryx Sports has the right of not accepting any applicant(s) without providing reasons.
12. Stryx Sports will not permit any participant to attend its classes/activities without the official outfit or appropriate sports attire.
13. All participants will be required to submit their passport copy and passport-size photo on or prior to their first day of class/activity (Excluding the After School Activity programme).
14. Neither the parent(s)/guardian(s) nor the participant(s) shall disclose or use any aspect of Stryx Sports course/programme for commercial purposes.
15. If the participant is a minor and you are not the participant's parent or guardian, you confirm that you have made such parent or guardian fully aware of this booking, terms and conditions and that they have agreed to the booking terms and conditions.
16. No parent(s) or guardian(s) are allowed at the classes/activities and must refrain from talking to coaches during the training session. Any question(s) or concern(s) can be addressed to the head of the activity after the class/activity.
17. Stryx Sports does not bear responsibility for any participant arriving outside or around the facility, before classes, or staying after classes, which shall be under the full responsibility of the parent(s)/guardian(s) (applies to minor participant(s) only). Stryx Sports is only responsible of participant(s) during the time of their activity/class.
18. If the participant has any medical condition or develops any medical condition during the membership duration, Stryx Sports Client Relations team should be notified immediately.
19. The competition(s) that Stryx Sports may conduct, are operated at the discretion of Stryx Sports and in all matters (including disputes), the decision of Stryx Sports judge(s) and official(s) shall be final, and no correspondence or discussion shall be allowed or entered into.

20. Any prizes offered are non-transferable and there is no cash alternative. Stryx Sports reserves the right to substitute prizes of equal or greater value at any time.
21. Stryx Sports cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any participant entering any competition or as a result of accepting any prize.
22. Once filled and signed, these Terms & Conditions will be considered valid for the whole membership duration Stryx Sports and will automatically be extended towards successive membership renewal and/or subscription for subsequent season(s) or programme(s).
23. Stryx Sports reserves the right to change the present terms and conditions and parent(s) shall be notified by email of any such changes, which shall be deemed to be accepted by the parent(s) within 48 hours of email notification.
24. Participant(s) or his/her parent(s) or guardian(s) shall be responsible to keep Stryx Sports informed at all times of any changes such as but not limited to contact details, pick up information, medical information etc.

## **Payments, Refunds & Make-up Sessions:**

1. The relevant fee(s) must accompany all application(s).
2. Application(s) by phone or by e-mail are not confirmed until payment is received by Stryx Sports.
3. Admission fee is a separate annual fee and cannot be deducted from the membership fee (wherever admission fee is applicable).
4. \*The annual admission fee(s) are not refundable under any circumstances. In the event of any cancellation(s), the membership fee(s) can only be transferred to another person or credited towards the preceding season or next programme.
5. Effective 1st January 2018, all Stryx Sports related services/goods are subject to VAT at the rate as applicable. The current rate of VAT is 5%.
6. Payment in full MUST be received prior to the attendance of any class/activity.
7. Payment can be done at Stryx Sports office, at the training facilities or during sign-ups by Cash, Cheque, made payable to STRYXSPORTS FZ LLC, Credit Card or via Online payment.
8. Stryx Sports reserves the right to charge AED 50 (fifty) as service charges if a cheque is not covered or if filled out incorrectly.

9. \*Two-instalment plan is available for the longest available membership packages within Stryx Sports Academies, NBA Basketball School and Barça Academy Dubai. Payment in two instalments will not be accepted without a post-dated cheque.
10. \*Initial choice of membership is final and no difference of fees towards longer membership options will be accepted at a later point throughout the season/programme unless upon notifying Stryx Sports within a maximum of 2 weeks from the payment date.
11. I/We understand and agree that Stryx Sports do not offer refunds except in exceptional and medical circumstances in which a valid doctor's certificate must be provided. I/We understand and agree that in the event of a refund being awarded, the fee(s) will be refunded on a pro-rata basis on the remaining number of sessions.
12. Stryx Sports reserves the right to deduct 5% processing and administration fee(s) from the total refund amount.
13. A decision on a refund shall be taken within 15 days from receipt of application by STRYX MANAGEMENT and the refund may take up to 20 days to process and issue from the date the refund is agreed upon.
14. I/We understand and agree that Stryx Sports does not offer refunds for cancelled sessions for reasons beyond its control including, but not limited to - emergency maintenance in facilities, cancellation of facilities for school event, pandemic and force majeure. However, Stryx Sports will try to do its best to offer credit sessions when the circumstances permit.
15. In case the participant(s) could not attend the class/activity due to injury or for any other medical reasons, the missing sessions will be compensated in the form of credit towards the next programme, make-up session upon recovery, or refunded by cheque (no cash refunds will be made) strictly upon submission of a medical report. If make-up session is not attended, no further credit option or refund will be made available.
16. \*Stryx Sports reserves the right to cancel the membership, if membership renewal payment is more than 2 weeks overdue and if no response is received from parent(s)/guardian(s) to email reminders sent by Stryx Sports staff regarding membership expiry.
17. Holiday periods such as Christmas and Easter are not excluded from any type of membership package(s). Stryx Sports calendar is shared with members prior to enrolment and all holidays are communicated to parent(s) in advance. Any holiday(s) including but not limited to National Holidays declared by UAE Government will not be considered for refunds/compensations.
18. \*Classes package must be used within 3 months from the date of purchase (Applicable for Tennis Academy).

19. After School Activities expire at the end of each term, a new payment schedule will take place for the next term. Children are not automatically re-enrolled to the next term. The enrolment shall be on a first come first served basis.
20. Any member representing Barça Academy, NBA Basketball School and/or Stryx Sports in external competitions run by third parties, the registration fee(s) to participate in such event(s), are not incorporated into the annual membership fee(s) and/or registration fee(s) and are payable by the member(s) in addition to annual membership(s)/registration fee(s).

**\* If registered at one of the Stryx Sports Academies, NBA Basketball School or Barça Academy Dubai or wherever membership packages apply.**

### **Dispute Resolution:**

In case of any dispute about the formation, performance, interpretation, nullification, termination or invalidation of the above terms and conditions or arising therefrom or related thereto in any manner whatsoever, Stryx Sports shall first try to settle such disputes through amicable means.

If no settlement is reached within 20 days, the dispute shall be referred to arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "**ICC Rules**"), and the ICC Rules are deemed to be incorporated by reference into this clause. The Parties agree that:

- (A) the arbitral tribunal shall consist of one arbitrator appointed in accordance with the ICC Rules;
- (B) the seat or legal place of the arbitration shall be Dubai, U.A.E. (or USA) and
- (C) the arbitration shall be conducted in the English language.

**Waiver:** In signing this document, I/We understand and agree that I/We shall have the full responsibility for the health of my child/children. Stryx Sports does not bear any responsibility for any loss, damage or injury to the participant(s) or his/her belonging(s) or claim for any injury or impairment, the participant(s) may incur during the duration of the activity except for injuries, damages caused by the wilful or negligent acts or omissions of STRYX coaches or representatives as provided by UAE Law. STRYX reserves the right to make any necessary changes to the programme prior to or during the activity for reasons beyond its reasonable control. I/We understand that photographs and audiovisual recording may sometimes be taken during the activity and I/We hereby consent for such material to be used in STRYX marketing material, social media and website.

**With respect to the NBA Opt-Ins:** By agreeing to the above terms, you are agreeing that your

personal information will be collected, stored and processed in the United States on behalf of NBA Properties, Inc. We provide appropriate security to your personal information. You can opt out of receiving communications at any time, all pursuant to the Privacy Policy. You can request the modification or deletion of your personal information and browsing data from NBA Properties, Inc.'s records at any time. You can request a copy of your personal information and browsing data held by NBA Properties, Inc. at any time. Should you have any complaints about our use and storage of your personal information and browsing data, you can direct them to your country's data protection authority. If you have any questions, please contact us by postal mail at NBA Properties, Inc., 645 Fifth Avenue, New York, NY 10022, U.S.A., or by email at FanRelations@NBA.com. More details about our privacy practices are available in the Terms Of Use and Privacy Policy.