



## WEBSITE TERMS OF USE

### 1. WELCOME

Thank you for visiting the Jenny Craig Website (**Site**). Please read these Terms carefully before accessing or using the Site, as your access and use of this Site are subject to these Terms and Conditions (**Terms**), and by using the Site, or any of its contents, you agree to comply with these Terms. You must not use this Site if you do not agree with these Terms.

Throughout this Site, the term "Jenny Craig", "our" or "we" refers to Jenny Craig Weight Loss Centres Pty Ltd ABN 61 006 109 842, the terms "you" or "your" refers to any person accessing and/or using this Site and the term "us" refers to both us and you.

If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing and using the Site.

### 2. PRIVACY POLICY AND SECURITY

Any personal information or material you send to us is subject to Jenny Craig's [Privacy Policy](#), which forms part of these Terms.

Information sent by you through this Site may not be encrypted and we therefore cannot guarantee the security of such information. It is your responsibility to satisfy yourself whether the security measures are sufficient for your requirements.

### 3. SUBMISSIONS

When you disclose, submit, transmit or offer any non-personal communication or material to this Site, including information, data, photos, videos, text, graphics, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, articles, stories or any other material (**Comments**), then the Comments are, and will be treated as, non-confidential and non-proprietary, and will become the property of Jenny Craig.

Jenny Craig may use the Comments for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcasting, posting, developing, manufacturing, advertising and marketing of any products, recipes, ideas, artwork, inventions, developments, suggestions or concepts, without compensation to the party submitting the Comments.

By submitting any information, including the Comments, you also warrant that you own the material and the content submitted, any person depicted as consented to such use, that it is not defamatory, and that our use will not violate any third party's rights or otherwise place us in breach of any applicable laws. For the avoidance of doubt, Jenny Craig is under no obligation to use the information or Comments submitted.



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The inclusion of any linked external websites on this Site does not imply consent, approval or endorsement by Jenny Craig of such external site. If you decide to leave our Site or access third-party external websites, you do so at your own risk, and we recommend that you make yourself aware of, and read carefully, the legal and privacy notices of all other websites that you visit.

#### 6. USE

You acknowledge that your use of this Site is at your own risk, and that you must exercise your own personal judgment and responsibility when using our Site.

You may only access and browse this Site for lawful, personal and non-commercial use, unless Jenny Craig provides prior express written consent.

You must not engage in any act that:

- a. by any means copies, reproduces, republishes, adapts, uploads, links, posts, frames, translates, transmits, or distributes any part of this Site or any Content on the Site;
- b. would harm others;
- c. would constitute a breach of an individual's privacy, including uploading their personal information without consent;
- d. would constitute a breach of any legal rights of any individual;
- e. would violate any law or regulation governing Jenny Craig's business or activities, including but not limited to the laws and regulations governing unfair competition, false advertising, consumer protection, obscenity, privacy or spamming;
- f. presents a security risk or that may interfere with the operation of the Site;



- g. imposes an unreasonable or disproportionately large load on the Site, or interferes or disrupts the Site or any network or website connected to the Site;
- h. infringes on a third-party's copyrights, patents, trademarks, service marks, trade names, trade secrets, or other intellectual property rights, or rights of publicity;
- i. uses the Site to libel or defame Jenny Craig, its employees or any other individuals, or otherwise brings into disrepute the good name of Jenny Craig or its employees;
- j. amounts to harassment, bullying, intimidation, misappropriation of trade secrets, intentional misrepresentation or fraud, or wrongful publication of private information;
- k. posts or transmits any Comments, information or material which is considered by Jenny Craig, in its absolute discretion, as unlawful, threatening, libellous, defamatory, obscene, inflammatory, pornographic, profane, racist, or could constitute or encourage criminal conduct, would give rise to liability, or would otherwise violate any applicable law;
- l. introduces viruses, Trojan horses, worms, computer programs or programming routines that may cause damage, interfere with, intercept, or expropriate any system, data, or personal information, including through the uploading of files;
- m. transmits any unsolicited or unauthorised Comments, advertising or promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of commercial solicitation or promotion;
- n. uses the Site to gain illegal or unauthorised access to other computers or networks through hacking or other means;
- o. assists or permits any person to engage in any of the activities described above; and/or
- p. results in your use of the Site in any way that otherwise breaches these Terms.

## 7. WARRANTIES

The Site is provided on an "as is" and "as available" basis. Consequently, to the maximum extent permitted by any applicable laws, Jenny Craig gives no warranties of any kind, either expressed or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, satisfactory quality or fitness for purpose, and any such warranties are expressly disclaimed. Furthermore, Jenny Craig cannot warrant or represent that:

- a. the Content on this Site will be complete, accurate, reliable, timely, or non-infringing to third parties;
- b. access to the Site will be uninterrupted, error free or free from viruses;
- c. that any defects will be corrected immediately;
- d. the Site will be secure; or
- e. any advice or opinion obtained from Jenny Craig through this Site will be accurate.



Any products, images and designs on this Site are for visual representation only.

## **8. TERMINATION**

You may stop using this Site at any time for any reason.

We reserve the right to restrict, suspend or terminate your access to this Site, or part of this Site, or any feature of this Site, at any time, without notice to you.

Jenny Craig may disclose any information it has about a user in relation to an investigation or allegation that your use of this Site is in breach of these Terms, or is in breach of any law or regulation, and reserves its right to identify or bring legal action against any person who breaches these Terms, including obtaining injunctive relief.

## **9. LIABILITY LIMITATION**

Except to the extent prohibited by relevant applicable laws, Jenny Craig will not be liable to you for any loss, damage, liabilities or claims and expenses that you may suffer due to your use of this Site, including use of any information or Content on it.

You use the internet, any third-party websites, and the Site at your own risk.

## **10. VARIATIONS**

Jenny Craig may vary these Terms at any time, and by continuing to use the Site you consent to any variations. We will not notify of these variations and it is your responsibility to regularly check these Terms for any variations.

## **11. GOVERNING LAW**

This Site is intended for Australian users and customers only. Therefore, this Site may contain Content, material, promotions, offers, information, designs, products and services that are not available, or applicable, in other locations. Please contact your local Jenny Craig Centre to obtain more information about material, promotions, offers, information, products and services that are available in your location.

You agree that any controversy or claim arising from, or pertaining to, the use of this Site shall be governed by the laws of the State of Victoria, Australia. You therefore submit to the non-exclusive jurisdiction of the Courts of the State of Victoria, Australia.

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