

GYMNASTICS NEW ZEALAND: CLUB PORTAL TERMS

Last Updated 6th of May 2025

1. Introduction

- 1.1. Access to the Club Portal is restricted to GNZ's Member Clubs. Access to and use of the Club Portal will be subject to the following terms and conditions that will apply in addition to the General Website Terms.
- 1.2. In these Club Portal Terms, unless the context otherwise requires, the following definitions shall apply:

Club Portal means the club portal on GNZ's website that can be accessed via <https://portal.gymnasticsnz.com/>

Club Portal Terms means these terms and conditions.

Confidential Information means information about a GNZ or a Member Club which is proprietary, secret and/or confidential in nature, and/or is of commercial or strategic value to that party, that is disclosed by that party (or any of its representatives) to any other party (or any of its representatives).

Friendly Manager means Friendly Manager Limited.

Friendly Manager Terms means the terms and conditions for the use of the FM Platform, which can be accessed [here](#).

FM Platform means Friendly Manager's club management software.

GNZ Constitution means the constitution of GNZ dated 1 January 2008 and any amendments and from time to time. The constitution can be accessed [\[HERE\]](#).

GNZ means GymSports New Zealand Incorporated, trading as Gymnastics New Zealand (registration number 220680).

Infringement Issue has the meaning given to it in clause 6.4 of these Club Portal Terms.

Intellectual Property Rights means all intellectual property, proprietary and industrial rights arising in connection with the Club Portal and Springboard (whether existing in statute, at common law or in equity), including all copyright, know-how, trade secrets, methods (including business methods), technical and non-technical information, processes, characteristics, trade marks, trade names, business names, domain names, inventions, patents, design rights, discoveries, formulae, and all allied, similar and associated rights, whether registered or unregistered, registrable or unregistrable, and all applications for and renewals of any of the foregoing rights.

Material means the 200 exercises and lessons plans for Springboard and any other content which GNZ agrees in writing to provide to Member Clubs.

Member Club has the meaning given to that term in Rule 5 of the GNZ Constitution.

Rules and Regulations means any rules and regulations adopted by GNZ from time to time relating to the structure, governance or business of GNZ and includes the regulations that can be accessed [here](#).

Springboard means the recreational springboard program on foundation gymnastics movement created by GNZ and provided by Member Clubs.

Springboard Portal means the portal created by Friendly Manager on the FM Platform which will allow Member Clubs and families of students participating in Springboard to communicate and keep up to date on a child's progress in the program. The Springboard Portal can be accessed through each club's Friendly Manager access.

Third Party Claim has the meaning given to it in clause 6.5 of these Club Portal Terms.

- 1.3. If there is any inconsistency between a provision of these Club Portal Terms, the Website Terms of Use and the Rules and Regulations, the provisions will apply in the following descending order of priority:
 - (a) GNZ Constitution.
 - (b) GNZ Rules and Regulations.
 - (c) The Club Portal Terms.
 - (d) The Website Terms.
- 1.4. GNZ may amend these Club Portal Terms from time to time, and the Member Club should check and read these Club Portal Terms regularly. GNZ will update the *Last Updated* date above and by continuing to use and access the Club Portal after any such amendment to these Club Portal Terms, the Member Club shall be deemed to have agreed to the amended terms.

2. Registration

- 2.1. To access the Club Portal, the member club must set up a person with a GNZ role in FM - this will automatically send the person access to the GNZ portal. Member Clubs must ensure that all the information provided is accurate, complete and up to date.
- 2.2. If any of the details of a Member Club change during its membership or involvement with GNZ, the Member Club must promptly update its details in Friendly Manager.
- 2.3. Each person with a GNZ role must keep its username and password confidential. The Member Club will be held responsible for all use of their account, username and password. If the Member Club believes that its account has been compromised or used by someone without its permission, the Member Club must contact GNZ immediately and that Member should, as soon as reasonably practicable, reset its password.
- 2.4. In addition to the Member Club's obligations under the GNZ Constitution, a Member Club must ensure that the safety and security of the Club Portal is maintained and not compromised by any action of the Member Club or by its staff, including coaches accessing the Club Portal and/or Springboard Portal (as applicable).

3. Account Suspension or Termination

- 3.1. GNZ reserves the right to suspend or terminate the account of a Member Club without prior notice if:
- (a) GNZ reasonably believes that these Club Portal Terms or the Website Terms have been breached;
 - (b) GNZ considers it necessary due to technical or security issues;
 - (c) GNZ is instructed to do so by a government or law enforcement agency;
 - (d) GNZ is required to do so as a matter of law; or
 - (e) GNZ considers it necessary to do so for any other reason in GNZ's sole discretion.
- 3.2. If the account of a Member Club is suspended or terminated under this clause 3, that Member Club will be restricted from accessing the Club Portal. Any suspension or termination of an account in accordance with this clause 3, shall be in the sole discretion of GNZ.
- 3.3. If an account of a Member Club is terminated in accordance with clause 3.1, GNZ shall provide written notice to the Member Club advising of the termination of the account. For the avoidance of doubt, the termination of an account on the Club Portal does not automatically terminate that Member Club's membership with GNZ. Any termination of Membership will be conducted in accordance with the GNZ Constitution and the Rules and Regulations (as applicable).
- 3.4. If an account of a Member Club is suspended in accordance with clause 3.1, GNZ shall provide written notice to the Member advising of:
- (a) the suspension of the account;
 - (b) the timeframe of the suspension; and
 - (c) the next steps required before the suspension is either lifted or the account is deemed terminated in accordance with clause 3.3.

4. Licence

- 4.1. GNZ grants to each Member Club who has signed up to use Springboard a non-exclusive and revocable licence to use the Material for the purposes of Springboard within New Zealand. Unless GNZ has provided its approval prior in writing, the Member Club shall have no right to copy, redistribute, transmit, publish or otherwise use the Material for any other purpose.
- 4.2. The licence granted under clause 4.1 may be terminated at any time by GNZ in its sole discretion. Upon termination, the Member Club must immediately destroy all copies of the Material in its possession and/or control.
- 4.3. A Member Club must not grant a licence or sublicense for any rights relating to Springboard to a third party without the prior written permission of GNZ. Any use of the Club Portal and/or GNZ's Intellectual Property Rights (including for the avoidance of doubt, any content relating to Springboard) by a third party must be with the express written permission of GNZ and subject to a written licence agreement as approved in writing by GNZ (in its sole discretion).

5. Friendly Manager

- 5.1. GNZ has partnered with Friendly Manager to create the Springboard Portal. The Springboard Portal is intended to be used by Member Clubs to update parents of the progress of their child participating in Springboard.

- 5.2. To participate in Springboard, the Member Club may be required to register and use the FM Platform. Where the Member Club uses the FM Platform, the Member Club acknowledges and agrees to the following:
- (a) The Member Club will be solely responsible for:
 - (i) completing all registration requirements as required by Friendly Manager;
 - (ii) complying with the Friendly Manager Terms and paying any fees (as applicable); and
 - (iii) any other aspect relating to that Member Club's use of the FM Platform, including any software issues or delays that may occur.
 - (b) That the Member Club will not, unless agreed prior in writing with GNZ:
 - (i) use the FM Platform other than for the agreed purpose under clause 5.1; or
 - (ii) load any Confidential Information and/or any other information not necessary for the operation of Springboard and/or or the Springboard Portal onto the FM Platform.
 - (c) That the Member Club will ensure that it has obtained all required consents and approvals for the collection of any personal information of its customers in relation to Springboard as required under law.
- 5.3. If there is a problem in implementing Springboard via the FM Platform, the Member Club should immediately notify GNZ in writing.

6. Intellectual Property

- 6.1. The Member Club acknowledges and agrees that GNZ retains all ownership of the Intellectual Property Rights in relation to the Club Portal, Springboard and the Materials.
- 6.2. The Member Club agrees to take all actions as may be reasonably required by GNZ to perfect or enforce the GNZ's title to any Intellectual Property Rights, which shall include executing and delivering any document required in order to perfect or enforce such title.
- 6.3. The Member Club shall refrain from any actions or omissions that may, directly or indirectly, harm the reputation or Intellectual Property Rights of GNZ or reasonably be expected to bring GNZ or Springboard into disrepute.
- 6.4. In the event that a Member Club becomes aware of any actual or possible infringement of the Material by a third party (**Infringement Issue**), then that Member Club will promptly give written notice to GNZ of the Infringement Issue and the parties will discuss in good faith regarding any action to be taken in relation to the Infringement Issue.
- 6.5. In the event that either party receives a claim that alleges that:
- (a) the Material infringes the Intellectual Property Rights of a third party; or
 - (b) the Material is defamatory, libellous, misleading, deceptive, harmful, offensive or otherwise unlawful,
- (together, **Third Party Claim**), then that party will promptly give written notice to the other party of the Third Party Claim and the parties will discuss in good faith regarding any possible

action to be taken in relation to the Third Party Claim. Subject to any agreement in writing by the parties:

- (c) GNZ will have the sole right (but not an obligation) to take any action it considers appropriate in the circumstances to respond to any Third Party Claim, including initiating or defending against any proceedings; and
- (d) the Member Club will provide any assistance reasonably requested by GNZ in connection with responding to, or defending against the Third Party Claim; but
- (e) the Member Club will make no admission of liability or enter into any settlement agreement with a third party relating to the Third Party Claim without GNZ's prior written consent, such consent not to be unreasonably withheld.

7. Confidential Information

7.1. Each Member Club will maintain as confidential at all times, and will not at any time, directly or indirectly:

- (a) disclose or permit to be disclosed to any person;
- (b) use for itself; or
- (c) use to the detriment of a Member Club or GNZ;

any Confidential Information except:

- (d) as required by law;
- (e) as is already or becomes public knowledge, otherwise than as a result of a breach, by the party disclosing or using that Confidential Information, of any provision of this agreement;
- (f) as authorised in writing by the Member Club or GNZ; or
- (g) to the extent reasonably required by these Club Portal Terms (and, without limiting the effect of this clause, a party may disclose Confidential Information only to those of its officers, employees or professional advisers, on a "need to know" basis, as is reasonably required for the implementation of this agreement and only after each such person has been made aware of and agreed to maintain confidentiality of the Confidential Information on the same terms as these Club Portal Terms).

8. Warranties

8.1. Except as expressly set out in writing by GNZ, GNZ makes no representation, warranty or undertaking (whether express or implied) in relation to the use of the Club Portal, Material and Springboard. To the maximum extent permitted by law, all such representations, warranties and undertakings are excluded.

8.2. Each Member Club acknowledges and agrees that the Member Club is using the Club Portal and Springboard and acquiring the Material for the purpose of a business and that, accordingly, the Consumer Guarantees Act 1993 does not apply to these Club Portal Terms or the grant of the rights to use, or the supply of, the Material by GNZ.

8.3. Where applicable, the Member Club acknowledges and agrees that on the basis the Club Portal, the Material and Springboard are being supplied in trade within the meaning of the Fair Trading

Act 1986, the parties agree to contract out of sections 9, 12A and 13 of the Fair Trading Act 1986.

9. Indemnity and Limitation of Liability

- 9.1. The Member Club agrees to indemnify, and will keep indemnified, GNZ against any losses, claims, demands, liabilities, actions, proceedings and costs (including solicitor-client costs) which GNZ may suffer or incur as a result of any breach of these Club Portal Terms by the Member Club.
- 9.2. Notwithstanding any contrary provision in these Club Portal Terms, the maximum liability of GNZ under or in connection with these Club Portal Terms (whether in contract, tort or otherwise) is limited to the aggregate sum of the applicable Member Club's aggregate membership fees for the term that the liability occurs in. If the action or omission giving rise to liability under this clause 9.2 occurs over multiple years, the calendar year for this clause shall be the first year the liability arose.
- 9.3. GNZ shall not be liable in connection with these Club Portal Terms for any indirect, consequential or special loss or damage, loss of revenue, economic loss or damage, loss of business or profits including lost contracts with customers or anticipated business or profits, loss of goodwill, loss of anticipated savings or for any business interruption, whether or not that loss was, or ought to have been, contemplated by GNZ.

10. General

- 10.1. These Terms will be governed by and construed in accordance with the laws of New Zealand and you agree to irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand for any matter arising under or relating to these Club Portal Terms.
- 10.2. The Member Club must not assign or transfer its rights under the Club Portal Terms without the prior written consent of GNZ, such consent not to be unreasonably withheld.
- 10.3. A failure or delay in enforcing compliance with any term of these Club Portal Terms shall not be a waiver of that term, or any other term of these Club Portal Terms.
- 10.4. Any provision of these Club Portal Terms that is held to be invalid or unenforceable for any reason shall be severed from and shall not affect the remaining provisions of these Club Portal Terms.
- 10.5. In these Club Portal Terms, unless the context otherwise requires:
 - (a) words importing the singular include the plural and vice versa;
 - (b) headings are for convenience only and do not affect the interpretation of these Club Portal Terms;
 - (c) a reference to a clause or paragraph is a reference to a clause or paragraph of these Club Portal Terms;
 - (d) where any word or phrase is given a definite meaning in these Club Portal Terms, any part of speech or other grammatical form of that word or phrase has a corresponding

meaning;

- (e) an expression importing a natural person includes a body corporate, partnership, joint venture or association;
- (f) a reference to a statute or regulation includes all amendments, consolidations or replacements thereof;
- (g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these Club Portal Terms;
- (h) a covenant or agreement on the part of two or more persons binds them severally;
- (i) a reference to a party includes the party's executors, administrators, successors and permitted assigns;
- (j) the word "including" and similar expressions are not used as, nor are intended to be, interpreted as words of limitation; and
- (k) all monetary amounts are stated inclusive of GST and in New Zealand currency. GST is payable at the same time and in the same manner as is any other amount payable under these Club Portal Terms, where that amount is subject to GST.