A Healthy View Terms and Conditions

Keep Your Win: 4 Weeks to Protect Your Progress

A Healthy View Pty Ltd | ABN 94 139 519 949 | Effective date: [DATE PUBLISHED]

1. Agreeing to these terms

These terms apply when you buy, access or take part in Keep Your Win: 4 Weeks to Protect Your Progress ("the Programme"), run by A Healthy View Pty Ltd ("we", "us", "our"). By completing your purchase you agree to these terms. If you don't agree, please don't buy or use the Programme.

These Programme terms sit alongside our website Terms and Conditions (ahealthyview.com/terms) and Return Policy (ahealthyview.com/return-policy). If anything differs, these Programme terms apply to the Programme. This includes refunds: the 7-day refund in clause 8 applies to the Programme.

2. What the Programme includes

The Programme is a 4-week online nutrition and lifestyle education programme created by Michele Chevalley Hedge, Nutritional Medicine Practitioner. It includes:

- a 4-week guide (PDF) with practical strategies for each week
- 16 recipes, plus a bonus recipe
- 5 Homework Success Tools you can fill in on screen or print
- a short daily email from Michele for 28 days
- a members' dashboard with how-to guides, breakfast and snack ideas, and the Research Corner
- a place in our private Keep Your Win Facebook group
- a weekly live session with Michele in the Facebook group, every Tuesday at 7pm Sydney time

The live sessions are group education sessions. They are not individual consultations, and Michele cannot give personal advice about your health, diagnosis or medicines in the group or in the live sessions.

3. General education, not medical advice

The Programme provides general nutrition and lifestyle education about food, meals, protein, fibre, movement, energy and healthy habits. It is not medical treatment and is not intended to diagnose, treat, cure or prevent any medical condition. It does not replace personalised advice, diagnosis or treatment from your doctor or another qualified health professional, and it does not create a practitioner-client relationship.

The Programme does not promote, prescribe or recommend pharmaceutical medicines, and does not give advice about medication dosage, prescribing, starting, stopping or changing medication. If you take prescription or other medicines, do not change, reduce or stop them based on anything in the Programme. Medication decisions should always be discussed with your prescribing health professional.

Everyone is different. Your nutritional needs, health circumstances, medicines and results may vary, and we don't promise any particular result. If you are pregnant or breastfeeding, have a medical condition, or have a history of disordered eating, please speak with your doctor before starting.

4. Who can join

The Programme is for adults aged 18 and over. By buying it, you confirm you are 18 or older and able to agree to these terms.

5. Access

After payment, we send your access details to the email address you used at checkout. You will need a Facebook account to join the group. When you request to join, answer the membership question with your purchase email so we can approve you.

You can join and start the Programme on any day. The guide is available as soon as you buy, and you keep access to the guide and the Facebook group for 6 months from purchase.

Your access is for you only. Please don't share your login details, the guide or group content with anyone else. You are responsible for your own device, internet connection and Facebook account.

6. Live sessions

Live sessions run every Tuesday at 7pm Sydney time (AEDT in summer, AEST in winter) and are open to every member, whatever week they are up to. Please check the time where you live. Live sessions are not shared as replays, so please join live to take part. We may occasionally need to reschedule a session; we will let members know in the group as early as we can. There are no live sessions over the Christmas break, and we will remind members beforehand. If we cancel a session at any other time, we will run it on another day. If you miss a live session, that does not entitle you to a refund. Other members can see anything you say, show or write during a live session. You can keep your camera off, or send your question in the comments instead.

7. Price and payment

The price is shown at checkout in Australian dollars and includes GST. For a limited time, founding members pay $56 AUD including GST. After that, the price is $79 AUD including GST. Payment is taken securely by our payment provider when you buy. If you pay from overseas, your bank may charge currency conversion or international fees. We may change the price for future buyers, but that never changes what you have already paid.

8. Refunds

If the Programme isn't right for you, email michele@ahealthyview.com within 7 days of purchase and we will refund you in full, no questions asked. Refunds go back to your original payment method. After 7 days, we don't offer refunds for change of mind.

If you live outside Australia, you may have extra cancellation rights under your local consumer law. When you buy, we ask you to agree to get access to the digital content straight away; where your local law allows, that means the 7-day refund above replaces any longer cancellation period.

Nothing in these terms takes away your rights under the Australian Consumer Law, including your right to a remedy if the Programme is faulty, not as described or not fit for purpose.

If something technical stops you getting in, use the tech support link in any of your Keep Your Win emails, and we will sort it out.

9. Group guidelines

The Facebook group works because it feels safe. When you're in it, please:

- be kind, and respect that everyone is at a different stage
- keep what other members share inside the group; don't screenshot, record or repost it
- don't give other members medical advice, or advice about medicines or doses
- don't sell, promote or recruit for other products, services or groups
- don't post anything abusive, discriminatory or misleading

We may remove posts that break these guidelines. For serious or repeated breaches, we may remove a member from the group without refund, after giving them a warning where it is reasonable to do so.

10. Your health information

The group is private, but other members can see what you post. Please think before sharing personal health details there. If you'd rather not share something with the group, you don't have to. Facebook's own terms and privacy policy also apply to anything you post in the group.

11. Our content

All Programme content, including the guide, recipes, live sessions, graphics and the Keep Your Win name and branding, belongs to A Healthy View Pty Ltd and is protected by copyright. We give you a personal, non-transferable licence to use it for your own private, non-commercial use.

12. What you can't do

Please don't:

- share, sell or pass on your access or any Programme content

- copy, record, screen-record or republish the guide or live sessions
- use the content to create a competing programme or product

If you seriously breach this clause, for example by sharing or reselling the guide, we may end your access without refund.

13. Health and safety

If you have a medical emergency or symptoms that worry you, get medical help straight away. In Australia, call 000. Outside Australia, call your local emergency number. Don't use the Programme, the group or the live sessions for urgent health questions.

14. Our liability

To the extent the law allows, and subject to any consumer guarantees that can't be excluded under the Australian Consumer Law, our liability for any claim about the Programme is limited, at our choice, to supplying the Programme again or refunding what you paid. We are not liable for any indirect or consequential loss arising from your use of, or inability to use, the Programme.

15. Privacy

We handle your personal information under the Privacy Act 1988 (Cth) and our Privacy Policy at ahealthyview.com/privacy-policy. We use your details to give you access, send you Programme emails and, if you agree, send you news and offers. You can unsubscribe at any time. Our email and payment providers (including Simplero) and Facebook process some of your information under their own privacy policies.

16. Changes

We may update the Programme content or these terms from time to time. The terms in place when you bought the Programme apply to your purchase. If we change the Programme in a way that matters to you, we will tell members in the group. If a change takes away something important you paid for, email us and we will fix it or refund you.

17. Governing law

These terms are governed by the laws of New South Wales, Australia. You and we agree to the non-exclusive jurisdiction of the courts of New South Wales.

18. Contact

Questions about these terms? Email michele@ahealthyview.com or write to A Healthy View Pty Ltd, PO Box 3945, Mosman NSW 2088.