

Terms & Conditions

By signing up for and/or attending classes, events, activities, and other programs and using the premises, facilities and equipment (individually and/or collectively, the "Classes and Facilities") of Glow Pilates, you hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that Glow Pilates shall not be liable for any damages arising from personal injuries (including death) sustained by you or your guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of Glow Pilates.

You acknowledge that there are certain inherent risks and dangers in fitness activities and the use of exercise equipment in association with the Classes and use of the Facilities. You acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. You also acknowledge that the specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, rhabdomyolysis, and concussions; and (3) catastrophic injuries including paralysis and death.

You shall be subject to, and deemed to have read and thoroughly understand the Glow Pilates Reformer and Vertical Tower Frame Safety Instructions, and Studio Etiquette that are posted on the Glow Pilates website, a hard copy of which is also available in the studio, upon request. At all times you shall comply with all stated terms, guidelines, safety precaution signs, rules, and verbal instructions given to you by staff and instructors during and outside of any of our Classes to ensure that your risk or injury or discomfort while participating in a class is reduced.

Glow Pilates and its instructors are not medically trained and are therefore not qualified to assess whether you are in good physical condition and/or that you can engage in active or passive exercise without detriment to your health, safety, comfort or physical condition. You are advised to seek medical advice prior to commencing any exercise program if you are in any doubt of your ability to do so. Participating in any form of exercise or the Classes at Glow Pilates is done entirely at your own risk.

You must inform us and any instructors if there are any risks to your health by participating in Pilates and Vertical Tower Frame practice, or any other activities that may be conducted during Glow Pilates Classes. Examples include pre-existing injury, illness, muscle soreness/discomfort or pregnancy, prior to commencement ("Medical Condition"). Where you have a Medical Condition, we strongly recommend that you seek approval from a medical practitioner to participate in any of our Classes. Participating in any form of exercise at Glow Pilates with a Medical Condition is done entirely at your own risk.

If in the subjective opinion of the Glow Pilates staff or instructors, you would be at physical risk using Glow Pilates's Classes and Facilities, you understand and agree that you may be denied access to the Classes and Facilities until you furnish Glow Pilates with an opinion letter from your medical doctor, at your sole cost and expense, specifically addressing Glow Pilates's concerns and stating that Glow Pilates's concerns are unfounded.

You acknowledge that our instructors may use tactile cueing and adjustment methods, or make physical contact with you for correction purposes in order to ensure that your Pilates practice is undertaken in accordance with known practice methods ("Practice Methods"), during Classes. The use of the Practice Methods is designed to maintain a safe and beneficial Pilates experience for you, deepen your learning of Pilates, and to grow your capabilities for Pilates practice. Participating and engaging in Practice Methods is done entirely at your own risk.

You are subject to our Class Cancellation and Late Policy. Glow Pilates will make every possible effort to deliver our Services through Classes in accordance with our Class Schedule and the assigned Instructors. Class Schedules and assigned Instructors are subject to change, substitution, or cancellation and we are not required to provide notice to you on such changes. We are not liable in any way to provide you with a refund, credit, transfer, or to offer compensation of any kind, for Classes not held in accordance with the Class Schedule, or where the Instructor leading the Class differs from our Class Schedule or has been substituted, including without any limitation any Classes that are changed or cancelled.

Glow Pilates and its Representatives will not be liable and excludes all liability under these Terms & Conditions, in tort, statute or in any other way for all injury, illness, damage or loss of any kind whatsoever directly or indirectly sustained by you in relation to participating in any Class or otherwise entering the studio. You hereby waive and release Glow Pilates and its Representatives from all claims from participating in any Class or from otherwise entering the studios.

Glow Pilates will not be responsible in any way for the safekeeping of your personal belongings that you bring into our studio, and will not be liable for any loss or damage to your property that you may suffer at our studio. You are not permitted to use lockers within our studio to store personal items for longer than the duration of the visit to our studio. Items which are left in lockers within our studio at the closing time for the specific day and are not collected by the owner(s) will be held for 1 week after being found, following which they will either be donated to charity or otherwise disposed.

"Glow Pilates" shall be read to include its directors, employees, contractors, agents, representatives.

DATA PROTECTION NOTICE – GLOW PILATES PTE LTD

Glow Pilates values your privacy. Our Data Protection Notice ("Notice") sets out the basis which Glow Pilates ("we", "us", or "our") may collect, use, disclose or otherwise process information we collect about our customers, users of our website www.glowrific.sg (our "Website"), our engaged Booking Platform partner, Glofox ("Glofox"), and our payment platform, Stripe ("Stripe") in accordance with the Personal Data Protection Act ("PDPA"). This Notice applies to personal data in our possession or under our control, including personal data in the possession of organisations which we have engaged to collect, use, disclose or process personal data for our purposes.

PERSONAL DATA

1. As used in this Notice:

“customer” means an individual who (a) has contacted us through any means to find out more about any goods or services we provide, or (b) may, or has, entered into a contract with us for the supply of any goods or services by us; and

“personal data” means data, whether true or not, about a customer who can be identified: (a) from that data; or (b) from that data and other information to which we have or are likely to have access.

2. Depending on the nature of your interaction with us, some examples of personal data which we may collect from you include your name and identification information such as your NRIC number, contact information such as your address, email address or telephone number, nationality, gender, date of birth, marital status, photographs and other audio-visual information, employment information and financial information such as credit card numbers, debit card numbers or bank account information.

3. Other terms used in this Notice shall have the meanings given to them in the PDPA (where the context so permits).

COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

4. We generally do not collect your personal data unless (a) it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your personal data to us (your “authorised representative”) after (i) you (or your authorised representative) have been notified of the purposes for which the data is collected, and (ii) you (or your authorised representative) have provided written consent to the collection and usage of your personal data for those purposes, or (b) collection and use of personal data without consent is permitted or required by the PDPA or other laws. We shall seek your consent before collecting any additional personal data and before using your personal data for a purpose which has not been notified to you (except where permitted or authorised by law).

5. We may collect and use your personal data for any or all of the following purposes:

- (a) performing obligations in the course of or in connection with our provision of the goods and/or services requested by you;
- (b) verifying your identity;
- (c) responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
- (d) managing your relationship with us;
- (e) processing payment or credit transactions;
- (f) sending your marketing information about our goods or services including notifying you of our marketing events, initiatives and promotions, lucky draws, membership and rewards schemes and other promotions;
- (g) complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
- (h) any other purposes for which you have provided the information;
- (i) transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes; and
- (j) any other incidental business purposes related to or in connection with the above.

6. We may disclose your personal data:

- (a) where such disclosure is required for performing obligations in the course of or in connection with our provision of the goods or services requested by you; or
- (b) to third party service providers, agents and other organisations we have engaged to perform any of the functions listed in clause 5 above for us.

7. The purposes listed in the above clauses may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).

COOKIES AND OTHER TRACKING MECHANISMS

8. We and our third-party service providers use cookies and other tracking mechanisms to track information about your use of our Website. We may combine this information with other personal information we collect from you (and our third-party service providers may do so on our behalf).

(a) Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your web browser for record-keeping purposes. Some cookies allow us to make it easier for you to navigate our Website and our App, while others are used to enable a faster log-in process or to allow us to track your activities at our Website or our App.

(b) Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in the future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Visitors to our Website who disable cookies will be able to browse certain areas of the Website, but some features may not function.

(c) Clear GIFs are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your computer's hard drive, clear GIFs are embedded invisibly on web pages. We may use clear GIFs (a.k.a. web beacons, web bugs, or pixel tags), in connection with our Website to, among other things, track the activities of our Website visitors, help us manage content, and compile statistics about Website usage. We and our third-party service providers also use clear GIFs in HTML emails to our customers, to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

(d) We use automated devices and applications, such as Google Analytics, to evaluate usage of our Site. We also may use other analytic means to evaluate our Services. We use these tools to help us improve our Services, performance, and user experiences. These entities may use cookies and other tracking technologies to perform their services.

WITHDRAWING YOUR CONSENT

9. The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop using and/or disclosing your personal data for any or all of the purposes listed above by submitting your request in writing or via email to our Data Protection Officer at the contact details provided below.

10. Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within ten (10) business days of receiving it.

11. Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our goods or services to you and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the manner described in clause 8 above.

12. Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

ACCESS TO AND CORRECTION OF PERSONAL DATA

13. If you wish to make (a) an access request for access to a copy of the personal data which we hold about you or information about the ways in which we use or disclose your personal data, or (b) a correction request to correct or update any of your personal data which we hold about you, you may submit your request in writing or via email to our Data Protection Officer at the contact details provided below.

14. Please note that a reasonable fee may be charged for an access request. If so, we will inform you of the fee before processing your request.

15. We will respond to your request as soon as reasonably possible. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the PDPA).

PROTECTION OF PERSONAL DATA

16. To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures such as up-to-date antivirus protection, encryption and the use of privacy filters to secure all storage and transmission of personal data by us, and disclosing personal data both internally and to our authorised third party service providers and agents only on a need-to-know basis.

17. You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

ACCURACY OF PERSONAL DATA

18. We generally rely on personal data provided by you (or your authorised representative). In order to ensure that your personal data is current, complete and accurate, please update us if there are changes to your personal data by informing our Data Protection Officer in writing or via email at the contact details provided below.

RETENTION OF PERSONAL DATA

19. We may retain your personal data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws.

20. We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or business purposes.

TRANSFERS OF PERSONAL DATA OUTSIDE OF SINGAPORE

21. We generally do not transfer your personal data to countries outside of Singapore. However, if we do so, we will obtain your consent for the transfer to be made and we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

CONTACT US

22. If you have questions about the protection of your personal data and the privacy aspects of our Services, please contact us at hello@glowrific.sg.

EFFECT OF NOTICE AND CHANGES TO NOTICE

23. This Notice applies in conjunction with any other notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of your personal data by us.

24. We may revise this Notice from time to time without any prior notice. You may determine if any such revision has taken place by referring to the date on which this Notice was last updated. Your continued use of our services constitutes your acknowledgement and acceptance of such changes.