

Tryka Affiliate Terms and Conditions

These Affiliate Terms and Conditions (the “**Terms**”) govern participation in the Tryka Affiliate Program (the “**Program**”) by the Affiliate (as defined below). These Terms set out the entire agreement between Tryka and the Affiliate and supersede all prior agreements, representations, and understandings (whether written or oral) relating to the Affiliate’s registration to participate in the Program.

1. General

- 1.1 The Program is offered by Tryka Fitness Limited, having its registered office at 132 Baggot Street Lower, Dublin, Ireland (“**Tryka**”)
- 1.2 The goal of the Program is to create a consistent, high-quality Tryka experience across affiliate gyms, ensuring professionalism, safety, and energy consistent with the Tryka brand.
- 1.3 The Program is designed for gyms, training facilities, and independent fitness professionals who want to integrate Tryka-focused training into their offerings and participate in the wider Tryka community (each, an “**Affiliate**”)
- 1.4 These Terms set out and comprise all legal terms applying between Tryka and each Affiliate in relation to the Affiliate’s registration to participate in the Program.
- 1.5 Tryka reserves the right, at its sole and absolute discretion, to amend these Terms and/or the format and structure of the Program at any time, including in response to changes in applicable laws and/or changes in the format, date, or structure of Tryka events. Such amendments shall take effect immediately upon posting to Tryka’s website or other designated platform or upon written notification to the Affiliate (including by email), whichever occurs first, and the Affiliate’s continued participation in the Program following such posting or notification shall constitute the Affiliate’s binding acceptance of the amended Terms.

2. Definitions

- 2.1 In these Terms, the following definitions apply:

“**Affiliate**” means the gym, training facility, or independent fitness professional accepted into the Program by Tryka in its sole discretion.

“**Affiliate Platform**” means Tryka’s affiliate platform on which Affiliates may be listed.

“**Program**” means the Tryka Affiliate Program described in these Terms.

“**Simulation**” or “**Simulation Event**” means a Tryka simulation event (SIM) run by an Affiliate to allow members to experience the structure, flow, and challenge of an official Tryka event within a controlled gym environment, and which is a simulation/practice event and not an official Tryka competition.

“**Tryka-IP**” means Tryka Intellectual Property provided for the Program, including official wordmarks, logo assets, “Official Tryka Affiliate” designations, and other program-specific brand elements.

“**Tryka Marks**” means the Tryka wordmarks, logos, and program designations included within Tryka-IP.

“**Term**” means the term of the Affiliate’s participation in the Program, as described in clause 3.

3. Term

The Affiliate’s participation in the Program commences on the date Tryka confirms the Affiliate’s registration in writing and continues until terminated in accordance with these Terms. Tryka may terminate the Affiliate's participation at any time by providing written notice to the Affiliate, with termination taking effect immediately or at such later date as specified by Tryka in its sole discretion.

4. Registration as a Tryka Affiliate

4.1 To become a Tryka Affiliate, the Affiliate must:

4.1.1 complete the official program registration form with accurate information;

4.1.2 provide consent for storage and processing of submitted data in line with applicable data protection laws; and

4.1.3 acknowledge and accept the Tryka Affiliate Program Terms and Conditions.

4.2 The Affiliate must ensure all information the Affiliate provides in connection with registration and participation is accurate, complete, current, and not misleading, and the Affiliate shall promptly update Tryka of any material changes to such information.

5. Scope of Rights

5.1 During the Term and subject to the Affiliate's ongoing compliance with these Terms, Tryka grants the Affiliate a limited, non-exclusive, non-transferable, revocable licence to integrate Tryka-focused training into the Affiliate's offerings and to promote Tryka-style training and events strictly in accordance with these Terms and any additional guidelines or requirements that Tryka may issue from time to time.

5.2 During the Term, you are granted the following non-exclusive rights and benefits:

5.2.1 Permission to display official Tryka Affiliate signage.

5.2.2 Access to Tryka training plans, branding assets, and approved imagery.

5.2.3 Authorisation to run Tryka-focused group sessions and training programs.

5.2.4 Listing on the Tryka Affiliate platform, subject to Tryka's sole discretion regarding the timing, placement, prominence, and content of such listing, and Tryka's right to modify, suspend, or remove any listing at any time without notice or liability.

5.2.5 Early access to Tryka event ticket sales, subject to availability and Tryka's sole discretion, with no guarantee of ticket allocation or specific access windows.

5.3 Nothing in these Terms grants any exclusivity to the Affiliate.

5.4 Tryka makes Tryka-IP available to you for use solely for the purposes of promoting Tryka-style training and your participation as an Affiliate, and solely in accordance with these Terms.

5.5 Tryka-IP must be used exactly as provided, without alteration or combination with third-party marks.

5.6 Tryka-IP may not be used for business names, website URLs, or social media handles.

- 5.7 All promotional materials referencing Tryka must clearly identify the Affiliate as an independent partner, not as Tryka.
- 5.8 When promoting or advertising any Simulation, the Affiliate must:
 - 5.8.1 clearly describe the event as a simulation or practice event and not an official Tryka competition; and
 - 5.8.2 advertise and describe the Simulation using the mandatory name: "Tryka Training Simulation Event".
- 5.9 Affiliates may encourage athletes to share on social media using #TRYKASIM.

6. Core Standards

- 6.1 Simulation Events allow members to experience the structure, flow, and challenge of an official Tryka event within a controlled gym environment and are intended to help athletes practice pacing, transitions, and standards, prepare teams for official Tryka competitions, and build community.
- 6.2 Affiliates should replicate the official Tryka workout sequence as closely as possible, including movement order, station setup, judging approach, and timing protocols.
- 6.3 Affiliates may promote Simulation Events using approved Tryka-IP and may list upcoming dates on their preferred communication channels. Registration may be handled internally, and Affiliates can choose whether to offer the event free or at a set fee.
- 6.4 Affiliates must ensure stations are safely spaced and clearly marked and are responsible for verifying that equipment meets the minimum standards for weight, height, distance, or load to maintain consistency across events.
- 6.5 Although Simulation Events are not formal competitions, movement standards must be upheld. Affiliates should designate knowledgeable trainers or staff to act as judges or timekeepers to ensure fairness and accurate results.
- 6.6 Affiliates may share unofficial results with participants and offer personalised feedback to help athletes improve before entering official Tryka events.
- 6.7 Affiliates may promote Simulation Events using Tryka-IP provided that the language clearly describes the event as a simulation/practice event and not an official Tryka competition.
- 6.8 Simulations are practice/simulation events and not official Tryka competitions. Results are unofficial.
- 6.9 Tryka does not guarantee any particular athletic outcome, performance improvement, or competition result from participation in Tryka-focused training or Simulation Events.

7. Venue and Attendance Restrictions

- 7.1 All Simulation Events must take place exclusively within the Affiliate's own gym facility. Using or hiring external venues, temporary spaces, or any location not part of the gym's day-to-day operations is strictly prohibited unless prior written consent has been obtained from Tryka.

- 7.2 The Affiliate must not use or hire external venues, temporary spaces, or any location not part of the gym's day-to-day operations for any Simulation, including (and without limitation) any high-volume Simulation with over 200 attendees/participants.
- 7.3 Any Simulation that is expected to exceed 200 participants (or that ultimately exceeds 200 participants) must request and obtain prior written approval from Tryka.
- 7.4 Where written approval is required, the Affiliate must submit a request to Tryka in writing at least 30 days before the proposed event date, including at minimum (a) proposed date(s); (b) expected participant count; (c) staffing/judging plan; (d) equipment plan; and safety/incident response plan. Tryka may approve, approve with conditions, or refuse to provide approval in its sole discretion.
- 7.5 Running a Simulation in breach of clause 7 is a material breach. Tryka may suspend the Affiliate and/or terminate under clause 11, without limiting any other rights.

8. Event Day Procedures

- 8.1 Simulation Events are a key part of the affiliate experience and should reflect the high operational standards of an official Tryka competition.
- 8.2 The Affiliate should ensure (a) venues are clean, well-lit, and hazard-free; (b) equipment meets Tryka standards; (c) lanes and station areas are clearly marked; (d) signage is displayed correctly for each workout station; (e) safety checks are conducted prior to opening; and (f) appropriate insurance cover has been obtained.
- 8.3 The Affiliate should (a) explain event flow, movement standards, and safety rules; (b) review judging process and timing; and (c) conduct a brief warm-up.
- 8.4 The Affiliate should assign judges and timekeepers and ensure consistent communication from judges.
- 8.5 The Affiliate should run heats every 25–30 minutes, allow for reset and cleaning between heats, use a countdown clock for starts, and double-check recorded times for accuracy.
- 8.6 Athletes must respect judges, staff, and other athletes and follow safety and equipment protocols. Tryka and Affiliates may remove anyone violating conduct rules.
- 8.7 The Affiliate should maintain a stocked first-aid kit, identify emergency exits, and document and report any incidents.
- 8.8 The Affiliate should conduct a staff debrief, review incidents/feedback, submit notable reports to Tryka HQ, and clean and reset the facility post-event.

9. Misrepresentation

- 9.1 You must comply with these Terms and all official Tryka brand standards and operational expectations provided as part of the Program materials.
- 9.2 You must not present yourself as Tryka HQ and must clearly identify as an independent partner in promotional materials.
- 9.3 You must not alter Tryka-IP, combine it with third-party marks, or use it in business names, URLs, or social handles.
- 9.4 You must not advertise a Simulation as an official Tryka competition.

10. Intellectual Property

- 10.1 All right, title and interest in and to Tryka-IP and the Tryka Marks remain with Tryka.
- 10.2 Except as expressly permitted by these Terms, no rights are granted to you in Tryka-IP.

11. Termination

- 11.1 Tryka may terminate the Affiliate's participation at any time by providing written notice to the Affiliate, with termination taking effect immediately or at such later date as specified by Tryka in its sole discretion.

12. Consequences of Termination

- 12.1 Upon termination, all rights to use Tryka-IP will immediately cease.
- 12.2 Upon termination, Affiliates must destroy or return all Tryka materials.
- 12.3 Any trademark rights inadvertently acquired through Tryka-IP usage are deemed transferred back to Tryka.

13. Confidentiality

- 13.1 The Affiliate will regard as confidential the Agreement and all information obtained by the Affiliate relating to the business of Tryka and will not use or disclose to any third party such information without Tryka's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Affiliate's default.
- 13.2 The Affiliate will not authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which Tryka is licensed to use or which is owned by Tryka unless such use shall have been previously authorised in writing by Tryka and (where appropriate) its licensor.
- 13.3 The Affiliate will ensure compliance with this Clause 13 by its employees, officers, directors, servants, agents, contractors, and subcontractors, and shall be fully liable for any breach of this Clause 13 by any such persons as if the breach had been committed by the Affiliate itself.
- 13.4 The provisions of this Clause 13 shall survive the termination of the affiliation for a period of five (5) years from the date of termination, or for so long as the information remains confidential, whichever is longer.

14. Notices

- 14.1 All notices under these shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 14.2 Notices shall be deemed to have been duly given:
 - 14.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - 14.2.2 when sent, if transmitted by e-mail, provided no delivery failure notification is received;
 - 14.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 14.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

- 14.3 All notices under this Agreement shall be addressed to the most recent address or e-mail address notified to the other Party.

15. Limitation of Liability

- 15.1 To the maximum extent permitted by applicable law, Tryka shall not be liable to the Affiliate (whether in contract, tort (including negligence), misrepresentation, restitution, under statute, or otherwise) for any indirect, special, incidental, consequential or exemplary loss or damage, or for any loss of profit, loss of revenue, loss of business, loss of goodwill, loss of anticipated savings, or loss of opportunity, in each case arising out of or in connection with the Program, these Terms, the Affiliate's participation in the Program, or any Simulation/Event run by the Affiliate
- 15.2 Nothing in these Terms limits or excludes any liability of Tryka that cannot lawfully be limited or excluded
- 15.3 The Affiliate acknowledges that the limitations and exclusions of liability in clause 15.1 are a fundamental element of these terms and reflect the allocation of risk between the parties.

16. Indemnity

- 16.1 The Affiliate shall fully indemnify, defend and hold harmless Tryka and its officers, directors, employees, contractors and agents (each an "Indemnified Party") from and against any and all claims, demands, proceedings, losses, damages, liabilities, penalties, fines, costs and expenses (including reasonable legal costs) suffered or incurred by any Indemnified Party arising out of or in connection with:
- 16.1.1 the Affiliate's participation in the Program;
 - 16.1.2 any Simulation Event (or other training session or event) organised, promoted, operated or delivered by or on behalf of the Affiliate, including any injury to or death of any participant, spectator, staff member, or other person, and any damage to property;
 - 16.1.3 any breach by the Affiliate of these Terms (including any brand usage requirements, marketing requirements, and venue/simulation restrictions);
 - 16.1.4 any allegation that the Affiliate (or its materials, advertising, or conduct) misrepresented its relationship with Tryka or misled participants as to whether an event is an official Tryka competition; and/or
 - 16.1.5 the Affiliate's negligence, wilful misconduct, or other act or omission (including those of its personnel, coaches, contractors, volunteers, or agents).
- 16.2 The indemnity in this clause 16 applies regardless of whether a claim is brought by a third party or by a participant, and regardless of the legal basis of the claim. Tryka may, at its option, require the Affiliate to conduct the defence of any claim covered by this indemnity, subject to Tryka's right to participate in the defence and to approve any settlement (such approval not to be unreasonably withheld where the settlement includes a full release for the Indemnified Parties and does not include any admission of fault by any Indemnified Party).

17. Relationship of the Parties

- 17.1 The parties are separate and independent legal entities. Nothing in these terms creates, or is intended to create, any partnership, joint venture, agency, employment, fiduciary, or other relationship of representation between Tryka and the Affiliate.

18. Assignment

- 18.1 Tryka may assign its rights and/or obligations these terms or any part of them to any person, firm or company without the prior written consent of the Affiliate.
- 18.2 The Affiliate shall not be entitled to assign its rights and/or obligations under these terms or any part of them without the prior written consent of Tryka.

19. Severance

- 19.1 The Affiliate acknowledges and agrees that, in the event that one or more of the provisions of these terms are found to be unlawful, invalid or otherwise unenforceable, that those provisions shall be deemed severed from the remainder of these terms and the remainder of these terms be valid and enforceable.

20. Waiver

- 20.1 The Affiliate acknowledges and agrees that no failure or delay by Tryka Fitness Limited to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

21. Law and Jurisdiction

- 21.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Ireland.
- 21.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Ireland.

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