

VIRGIN ACTIVE AUSTRALIA

#FEELTHEARN TERMS AND CONDITIONS



HOW TO ENTER

- Entrants must during the Promotion Period take a photo or video that represents how you keep your training regular (even when you travel), and post to your Instagram page or to the Virgin Active Australia Facebook timeline and tag #FeelTheEarn, @virginactiveaustralia and your home club (i.e. #VirginActiveMoorePark) for your chance to win 10,000 Velocity Points.
- One entry for each Virgin Active Australian club judged to be the best from all eligible entries received for that club will each win 10,000 Velocity Points.
- If posting to Instagram, Entrants must ensure their profile is set to 'public'. Keep an eye on your Facebook and Instagram notifications to see if you're a winner! Good luck!

TERMS & CONDITIONS OF ENTRY

1. Information on how to enter and description of prizes form part of these Terms and Conditions. Submission of an entry into this promotion is deemed acceptance of these Terms and Conditions. Entry is via Internet only.
2. Entry is open to Virgin Active Australia members aged 18 years and over (Entrants). Employees, management and directors (and their immediate families) of Virgin Active Australia Pty Limited (the Promoter) and its related entities, printers, suppliers, providers and agencies associated with this promotion are ineligible to enter.
3. The competition period opens on 7 July 2017 at 06:00am AEST and closes 31 July 2017 at 11:59pm AEST (Promotion Period).
4. Unlimited entries are permitted. If Entrants submit more than one entry each, they will only be eligible for 1 prize (see clause 9 for full details) only. Please ensure that if there is anyone else in your photo or video that you have their consent to post the entry to social media.
5. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) before issuing a prize and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's satisfaction then all the entries of that Entrant will be ineligible and deemed invalid. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. This is a game of skill and chance plays no part in determining the winners. Entries will be judged on their creativity, with the most creative entries being deemed the winners by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
7. Internet entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, incomprehensible, or illegible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.
8. The judging will take place at 2a Defries Avenue, Zetland, NSW 2017 at 1pm on 1 August 2017. The judges reserve the right to select additional reserve entries which they determine to be the next most creative and literate entries, and record them in order of merit, in case of an invalid entry or ineligible Entrant. The winners will be notified in writing via Facebook or Instagram comment. If a winner cannot be contacted within 10 business days a new winner will be selected.
9. Prizes and prize winners: One entry for each Virgin Active Australia club judged to be the best from all eligible entries received for that club will each win 10,000 Velocity points. The total available prize is 6 winners who will each receive 10,000 Velocity Points. The total value of Velocity Points to be awarded is 60,000 Velocity Points. The Points will be credited to your account within 14 days of the end of the Promotion Period. Use of the points is subject to the Velocity Members Terms and Conditions, which are located on the Velocity Frequent Flyer website at: <https://www.velocityfrequentflyer.com/content/TermsConditions/>
10. Velocity points do not have any cash value and are not convertible into cash and are solely a unit of measurement and not any form of contractual right, property or currency. Prizes cannot be redeemed for cash or used in conjunction with any other promotional offer. Prizes are not transferable or exchangeable. Prizes must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any variation in prize value.
11. Winners must provide their Velocity number and Velocity membership details to Virgin Active and hold a current Velocity membership to earn Velocity Points. Winners consent to Virgin Active providing their name, membership number and Velocity Points entitlement to Velocity, so that Velocity Points can be credited to the members' Velocity account.
12. All additional costs not expressly stated, but which may be incurred in acceptance and use of the prizes are the responsibility of the winner. Such additional costs include, but are not limited to, purchase of equipment or personal training.
13. The prize will be awarded to the Entrant named on the entry.
14. If the prize is unavailable for any reason beyond the Promoter's reasonable control, then a substitute prize (or that part of the prize) of equal or greater value and/or specification will be awarded in lieu.
15. All entries submitted become the property of the Promoter. As a condition of entering into this promotion, each Entrant agrees to assign all of his or her rights, title and interest (including copyright) in and to their entry to the Promoter. Each Entrant warrants to the Promoter that each entry submitted is an original work of the Entrant that does not infringe the rights of any third party. Each Entrant also warrants to the Promoter that they have the authority and all permissions necessary to submit their entry into the promotion, including but not limited to obtaining any required written consents and releases to reference or identify any third party in their entry (if applicable). The Entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of any of these warranties. Entrants consent to any use of their entry, which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
16. As a condition of entering this promotion, an Entrant consents to the Promoter and Velocity Frequent Flyer using the Entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion

- (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or Velocity Frequent Flyer. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter, Velocity Frequent Flyer and their agents.
17. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the promotion, and/or, if necessary, to provide an alternative prize or prizes to the same value as an original prize or prizes.
 18. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the Promoter's sole discretion, is considered to be offensive or inappropriate in any way (including any objectionable content, profanity, potentially insulting, inflammatory or defamatory statements) or that the Promoter considers, may infringe any intellectual property rights or other rights of any person, corporation or entity. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services.
 19. Except for any liability that cannot be excluded by law, the Promoter, and Velocity Frequent Flyer (including their officers, employees and agents) exclude all liability (including negligence), for any personal injury or death, or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter or Velocity's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; (f) the acceptance or use of a prize; and (g) any act or omission of the Promoter or Velocity or their associated agencies.
 20. As a condition of accepting the prize, the winners (and any companion/s) may be required to sign any legal documentation as and in the form required by the Promoter / prize supplier / organisers in their absolute discretion including but not limited to a legal release and indemnity form.
 21. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter. The Promoter collects personal information in order to conduct the promotion, to include the Entrant in the promotion and, where appropriate, award prizes. The Promoter may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers, to assist in conducting the promotion. If the personal information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. Entrants should direct any request to access, update or correct information to the Promoter. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected can be found here: virginactive.com.au/home/footer/legal_stuff.aspx
 22. By entering the Competition, Participants expressly acknowledge that the Competition is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram or any other social networks such as Twitter where a selection of photographs may be published and releases the aforementioned of any and all claims relating to or arising from the Competition.
 23. Participants need to use the Instagram smartphone application or Facebook to participate. Virgin Active Australia will moderate entries. Some of the accepted entries may be displayed on the Virgin Active Australia Facebook Page or Virgin Active Instagram page.
 24. In consideration of their participation in the Promotion, Entrants grant the Promoter, its affiliates and licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to reproduce, publish, communicate, modify and adapt their entry for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to their entry and warrant that they have the full authority to grant these rights.
 25. Entrants acknowledge that the Facebook Terms and Policies, including Facebook's privacy policy (facebook.com/about/privacy/) apply in relation to their access to, and use of, the Virgin Active Australia Page. Entry and continued participation in the Promotion is dependent on Entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at facebook.com/terms.php.
 26. Velocity Frequent Flyer is collecting your personal information provided by you for the purpose of providing any prize to you. Provision of the prize is conditional on providing this information. Failing to provide this information will result in the Promoter being unable to provide the prize. Velocity may disclose your personal information to the Promoter and other prize suppliers. Velocity may also disclose your personal information to and/or collect your personal information from its related companies and third parties who provide (or help Velocity provide) products and services, some of whom may be located overseas. Velocity may disclose your personal information to persons or organisations located in Canada, France, Germany, Hong Kong, India, Ireland, Japan, Malaysia, New Zealand, Paraguay, Singapore, The Philippines, Turkey, United Kingdom and United States America. Velocity's Privacy Policy (<https://www.velocityfrequentflyer.com/content/Privacy/>) states how you can seek to access or correct your personal information and how to make a privacy complaint. You can contact the Virgin Australia Privacy Officer at privacy@virginaustralia.com.

The Promoter is Virgin Active Australia Pty Ltd (ABN 68 126 741 133), Level 5, 4 Defries Ave, Zetland NSW 2017 Australia.