

VIRGIN ACTIVE AUSTRALIA

#UPGRADEWITHVIRGINACTIVE TERMS



HOW TO ENTER

- Visit a Virgin Active club 3 or more times per week during any competition week.
- Share a photo or video, during that week, of how you are upgrading your body, mind or goals with Virgin Active – checking in to your local club and using the hashtag #UpgradeWithVirginActive
- Post your photo to Instagram or as a comment to the Virgin Active Australia Facebook #UpgradeWithVirginActive competition post
- Keep an eye on your Facebook and Instagram notifications to see if you're a winner! Good luck!

This is a game of skill and chance plays no part in determining the winners. Most creative and original entry as judged by Virgin Active will be award the weekly prize. Entries open to Virgin Active members only. Competition weeks run from 12:00am Monday to 11:59pm Sunday between 30 April and 29 July 2018. For full terms and conditions see www.virginactive.com.au/legal-stuff

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 16 years and over (Entrants) who are fans of the Virgin Active Australia Facebook and/or Instagram page(s). 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. Competition weeks run from 12:00am Monday to 11:59pm Sunday between 30 April and 29 July 2018. The Promoter will award 100,000 Velocity points, every week for 12 weeks, to the member who has shared the most original and creative photo or video of how they are upgrading their body, mind or goals with Virgin Active – using the hashtag #UpgradeWithVirginActive and who has satisfied the following entry criteria:
 - a. Member has visited a Virgin Active club 3 or more times per week during any competition week. Be sure to swipe your card at reception to capture your attendance!
 - b. Member has shared a photo or video, during a relevant competition week of how they are upgrading their body, mind or goals with Virgin Active
 - c. Member has checked in to a Virgin Active club and used the hashtag #UpgradeWithVirginActive
 - d. Member has posted their photo or video to Instagram or as a comment to the Virgin Active Australia Facebook #UpgradeWithVirginActive competition post.
 - e. Member must be a current member of Virgin Active on the date that the prize is allocated.
4. Unlimited entries are permitted and entrants can win more than one weekly prize. Keep an eye on Facebook and Instagram notifications for prize winner notifications.
5. Please ensure that if there is anyone else in your photo that you have their consent to post the photo to social media. 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) and actual club usage 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. Photos will be judged on their originality and creativity, with the most creative and original photos 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. 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.
9. Prizes and prize winners: 12 entries judged to be the best from all eligible weekly entries will receive 100,000 Velocity points. A competition week commences from 12:00am Monday to 11:59pm Sunday each week between 30 April and 29 July 2018.
10. Points 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. Velocity points will be credited to winning members' accounts within 5 days of the notification of winning a prize. Please be sure to update your Velocity number in mylocker before entering the competition.
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, adding costs in booking flights or redeeming awards.
13. If a 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.
14. 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).

15. As a condition of entering this promotion, an Entrant consents to the Promoter 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. 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 and its agents.
16. 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.
17. 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.
18. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes 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'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 its associated agencies.
19. 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.
20. 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. 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