

SNAP FITNESS “THE AMAZING MOOD CHASE” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian and New Zealand residents aged 18 years or over who are members of the Snap Fitness database and have subsequently agreed to receive email communications from the Promoter.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Entries into the promotion open on 04/10/2021 and close at 11:59pm AEDST on 31/10/2021 (“**Promotional Period**”).
5. To be eligible to enter, individuals must undertake the following steps during the Promotional Period:
 - Register online via the dedicated campaign landing page to enter the Promotion
 - All participants must have a registered MyZone belt which will be linked to the National group in their jurisdiction, either Australia or New Zealand.
 - Join the dedicated Facebook group at Australia - <https://www.facebook.com/SnapFitnessMoveYourMoodAU> & New Zealand - <https://www.facebook.com/SnapFitnessMoveYourMoodForGoodNZ>
 - Complete a minimum 1300MEPs during the promotional period
 - Complete four Workouts of the Week (“**WOW**”) and post results into the dedicated Facebook group
6. Only one (1) entry is permitted per person.
7. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. Entries will be divided into groups depending on which jurisdiction an entrant resides in and their MyZone belt is registered to, being Australia and New Zealand.

11. There will be one (1) draw for each group. The draws will take place at Lift Brands Head Office, Level 1 238 Old Cleveland Road, Coorparoo QLD 4151 at 10:00am AEDST on 12/11/2021. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing by Facebook direct message and their names will be announced online at <https://www.facebook.com/snapfitnessaustralia> on 12/11/2021.
12. The Promoter's decision is final, and no correspondence will be entered into.
13. The first valid entry drawn from each group will each win a AUD\$500 Digital Gift Card of your choice,
14. The second valid entry drawn from each group will each win a pair of Apple Air Pods Pro valued at AUD\$399,
15. The third valid entry drawn from each group will each win a AUD\$250 Lululemon voucher.
16. The fourth valid entry drawn from each group will each win a AUD\$250 LIVIN Merch voucher (for Australia) or a AUD\$250 Wellness Pack (for New Zealand).
17. The fifth valid entry drawn from each group will each win a Headspace 6-month subscription valued at AUD\$69 and AUD\$100 Digital Gift Card of your choice.
18. Any ancillary costs associated with redeeming any voucher or gift card are not included. Any unused balance of any voucher or gift card will not be awarded as cash. Redemption of a voucher or gift card is subject to any terms and conditions of the issuer including those specified on the gift card.
19. Subject to the unclaimed prize draw clause, if for any reason the winner does not take or redeem the prize at or by the time stipulated by the Promoter, then the prize will be forfeited.
20. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Total prize pool value is AUD\$1568 in Australia and \$1568 in New Zealand. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
22. A draw for the prize, if unclaimed, may take place on 26/11/2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified in writing by Facebook direct message and their names will be announced online at <https://www.facebook.com/snapfitnessaustralia> on 26/11/2021.
23. Entrants consent to the Promoter using their 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.

24. 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, including but not limited to pandemic, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. Any cost associated with accessing the online survey via the promotional eDM is the entrant's responsibility and is dependent on the Internet service provider used.
26. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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; or (f) use of the prize.
28. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.snapfitness.com/au/privacy-policy/. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
29. The Promoter is Lift Brands Pty Ltd (ABN 99 138 481 919) 1/238 Old Cleveland Road, Coorparoo QLD 4151 ("**Promoter**").