

#FITKIWI - Terms and Conditions of Entry

These are the terms and conditions of the #FITKIWI Instagram competition that apply to any person seeking to enter the Competition (**Entrant**).

By entering the Competition, the Entrant accepts and agrees to be bound by these Terms and Conditions of Entry (**Terms**). Any entry instructions published by the Promoter from time to time on its website also form part of these Terms.

1 Competition details

- 1.1 The Competition is conducted by CityFitness Group Limited (**Promoter**).
- 1.2 Entries to the Competition may be submitted via any one of the websites or mobile applications owned or operated by the Promoter or its network of third party promotional partners (each a **Promotional Platform**).
- 1.3 The Competition starts at 12am on 7 March 2016 and ends at 11:59pm on 31 March 2016 (**Promotional Period**).
- 1.4 The Competition consists of a prize draw (**Draw**), details of which are set out in paragraph 6 of these Terms.

2 Eligibility criteria

- 2.1 To enter the Competition, an Entrant must:
 - (a) be a New Zealand resident and at least 18 years of age at the time of entry;
 - (b) not be:
 - (i) a director, manager or employee of the Promoter (or a related entity) or the owner of the Promotional Platform (or a related entity) (**Ineligible Party**); or
 - (ii) a spouse, parent, child or sibling of an Ineligible Party; or
 - (iii) a supplier, provider or agent directly associated with the conduct of the Competition; and
 - (c) if the Entrant is seeking to enter the Competition via the 'Prizes Offers Deals' website owned and operated by the Promoter, be a current registered member of the 'Prizes Offers Deals' website at the time of entering the Competition.

3 Entry process

- 3.1 To enter the Competition, an Entrant must, during the Promotional Period:
 - (a) Post a photo of them getting active outdoors on Instagram; and
 - (b) Use the hashtag **#fitkiwi** and tag **@cityfitnessnz** in posting that photo.
- 3.2 When an Entrant completes and submits an entry to the Competition in accordance with paragraph 3.1, a contract will be formed on these Terms between the Entrant and the Promoter, under which the Promoter permits the Entrant to enter the Draw, subject to the conditions set out in these Terms.

4 General entry rules and invalid entries

- 4.1 Each Entrant may submit as many entries as they like, but this will not increase or decrease the chances of winning the competition.

- 4.2 Each Entrant must only enter the Competition in his/her own name and not on behalf of any other individual.
- 4.3 Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted or ineligible entries.
- 4.4 The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
- 4.5 Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Competition 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
- 4.6 Entrants must only submit photos of themselves that they have taken. Entrants must hold proper intellectual property rights to any photo submitted and must not breach any copyright in submitting an entry. Where the photo contains images of more than one person, the Entrant must ensure that the person(s) have consented to his/her/their photo being used as an entry.
- 4.7 The Promoter reserves the right to refuse any entries that do not comply with the criteria set out in these Terms.

5 Prize

- 5.1 The prize is a **One Year Premium Membership Voucher**
- 5.2 The estimated retail value of the Prize is \$1039.48 including GST.
- 5.3 If the winner does not accept or take any part of the Prize, that part of the Prize will be forfeited.
- 5.4 If, for any reason, the Prize or a part of the Prize is or becomes unavailable, the Promoter may, at its sole discretion (and, if applicable, subject to the approval of any relevant government authority), substitute an alternative prize of a value that is no less than the estimated retail value of the Prize, subject to any applicable laws or directions of any governmental authority.
- 5.5 The Entrant acknowledges that the Promoter will not be responsible or liable for any loss suffered by the winner in the event that the Prize or part of the Prize is unavailable.

6 The Draw

- 6.1 The Draw will be conducted on 1 April 2016 at 12.00pm at the Promoter's premises.
- 6.2 There will be only one winner per Draw.
- 6.3 The winner of the Draw is determined at random.
- 6.4 The Promoter will notify the winner of the Draw in writing on Instagram within two days of conducting the Draw, which will contain instructions on how the winner can claim the Prize.
- 6.5 The winner must follow the instructions contained in the written notification to claim the Prize.
- 6.6 The Promoter reserves the right to require a winner to provide proof of age, identity, eligibility and any other relevant details to a standard satisfactory to the Promoter (in its sole discretion) before awarding the Prize. 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.

- 6.7 The winner agrees that they will participate in all reasonable promoted activities in relation to the Competition as requested by the Promoter and its agents.
- 6.8 If required by legislation governing the conduct of the Competition, the Promoter will provide details of the winner (such as name and address) to any applicable government authority.

7 Redraws

- 7.1 Subject to any relevant legislation regulating the Competition, if:
 - (a) following the Draw, the Prize is not claimed within three months after the Draw; or
 - (b) the Promoter determines that an Entrant drawn as a winner is not eligible to be the winner or has not submitted a valid entry; or
 - (c) a winner of the Draw notifies the Promoter that it is unable or unwilling to accept the prize;

then a replacement winner will be redrawn from the pool of entries from the Draw (minus the entry of the person drawn as the winner of the original Draw).

- 7.2 The redraw will take place no earlier than three months and one day after the original Draw at 12:00pm at the Promoter's premises.
- 7.3 The winner of the redraw will be notified in writing on Instagram within two days of the redraw.

8 Privacy

- 8.1 The Promoter collects personal information in order to conduct this Competition and may, for this purpose, disclose such personal information to third parties including agents, contractors, services providers, prize suppliers and regulatory authorities (if required).
- 8.2 If you do not provide personal information to the Promoter, the Promoter may not be able to accept your entry or otherwise allow you to participate in the Competition.
- 8.3 The Promoter may be required by law to collect and disclose certain personal information. For example, pursuant to without limitation laws regarding competitions and trade promotions may require that we collect certain information from Entrants and disclose certain information about Competition winners (such as placing notices in newspapers or other publically available publications identifying the Competition winner).
- 8.4 At the time of entering a promotion or otherwise from time to time, the Promoter may seek the Entrant's consent to the Promoter disclosing the Entrant's contact details to one or more of its third party promotional partners (**Partners**).
- 8.5 If the Entrant has provided its consent, the Entrant expressly consents:
 - (a) to the Promoter disclosing the Entrant's personal information to any of its Partners for the purpose of such Partners contacting the Entrant for promotional purposes; and
 - (b) to receiving contact from the Promoter or any of its Partners , which may include contact via commercial electronic messages marketing or promoting the Promoter or the Partner's goods and/or services.
- 8.6 The Promoter will only disclose an Entrant's contact details to its Partners if the Entrant has expressly consented to receiving promotional communications from Partners.
- 8.7 If the Entrant wishes to opt out, access, update or correct any of its personal information collected by the Promoter, a request to do so can be made to the Promoter in accordance with the Promoter's Privacy Statement.

- 8.8 The Entrant acknowledges that the Promoter may disclose its personal information to third parties located outside New Zealand, which the Entrant acknowledges may involve a disclosure to an overseas recipient for the purposes of the *Privacy Act 1993* (**Privacy Act**). Such overseas recipients may not be bound by the Privacy Act and may not be subject to privacy obligations similar or equivalent to those imposed under the Privacy Act. By entering the Competition, the Entrant consents to the Promoter disclosing its personal information to such overseas recipients and the Privacy Principles will not apply to the disclosure. This means that the Promoter will not be required to take steps reasonable in the circumstances to ensure that the overseas recipient does not breach the New Zealand Privacy Principles in relation to that personal information, the Promoter may not be liable under the Privacy Act if the overseas recipient does not act consistently with the New Zealand Privacy Principles and the Entrant may not have any remedies under the Privacy Act if the overseas recipient does not act consistently with the New Zealand Privacy Principles.
- 8.9 For queries or information regarding privacy matters please contact the Promoter using the contact details below.

9 Limitation of liability

- 9.1 To the extent permitted by law, the Promoter excludes all liability for any costs, expenses, losses and damages suffered or incurred by the Entrant, including any liability for personal injury or death or loss of business opportunity or liability due to negligence of the Promoter or its personnel, whether direct, indirect, special or consequential, arising in connection with these Terms or the conduct of the Competition, including (without limitation) the following:
- (a) the participation in the Competition by the Entrant;
 - (b) the Prize or any component of the Prize;
 - (c) any tax liability incurred by the Entrant; or
 - (d) any variation in the value of the Prize.

10 General

- 10.1 Decisions of the Promoter regarding the Competition are final and the Entrant agrees to be bound by any such decisions.
- 10.2 If, for any reason, there is any interference or disruption in the conduct or operation of the Competition (including due to power or technical failure, natural disasters, acts of God, computer viruses), the Promoter reserves the right to suspend, cancel, terminate, modify or recommence the Competition subject to the approval of any applicable government authorities.
- 10.3 Each entrant consents to the Promoter using, without any remuneration, the name, likeness, sound recording, video and image of the entrant for the purpose of promoting the Competition, the Promoter or the products and services of the Promoter in any way the Promoter considers appropriate.

11 Instagram Submission Requirements

- 10.4 By submitting a photo, Participants agree that the photo complies with all conditions stated in these rules and the Instagram Terms of Service and Instagram Rules. CityFitness will bear no legal liability regarding the use of any posts submitted by Participants. CityFitness shall be held harmless by a Participant or Participants if it is subsequently discovered that a Participant or Participants have departed from, or not fully complied with, any of these Rules.
- 10.5 By submitting a photo, participants agree that their photo may be used to promote the #FitKiwi campaign.

Promoter: CityFitness Group Limited