



1 MONTH FREE AT CURVES COMPETITION TERMS AND CONDITIONS

1. The promoter is CJC Operations Australia Pty Ltd (ABN 92 603 179 255) trading as "Curves" of Level 1, 464 St Kilda Road, Melbourne, Victoria, 3004 Australia (**Promoter**).
2. Information about how to enter the competition, and the prizes available, form part of these Terms and Conditions, and are available in Curves clubs or online at <http://curves.com.au/terms-and-conditions-offers-trials-and-promotions>. Participation in this competition is deemed to be acceptance of these Terms and Conditions.
3. This competition commences at 9:00am AEST on Saturday 25 February 2017 (**Commencement Date**) and finishes at 6:00pm AEST on Saturday 25 February 2017 (**Close Date**).
4. Entry and participation in this competition is only open to female entrants who are residents of Victoria Australia and aged 18 years or over.
5. An eligible entrant must, between the Commencement Date and the Close Date (**Competition Period**), submit an entry form in person to a representative of Curves at the Victorian Diabetes Expo – Life event, including the entrant's name, age, email address and phone number (**Entry Form**). At the conclusion of the Competition Period, a winner will be drawn from the entries randomly.
6. The winner of the competition will be drawn randomly by Curves, after the Close Date.
7. Employees of the Promoter (and their immediate family members) and agencies associated with this competition are ineligible to win a prize. For completion, immediate family members include a 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 first cousin.
8. As a condition of entry into the competition, entrants acknowledge that a profile of each eligible entrant (based on the information contained in their Entry Form) may be published at any time by Curves, as deemed appropriate in Curves absolute discretion.
9. The Promoter reserves the right to, at any time, verify the validity of entries, (including their identity and age) and to disqualify any entrants whose entry is not submitted in accordance with these Terms and Conditions, or who otherwise tampers with the entry process. Errors and omissions will be accepted at the Promoter's absolute and unfettered discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. Incomplete or indecipherable entries will be deemed invalid.
11. Only one entry per eligible entrant will be permitted.
12. Out of the eligible entrants, one (1) winner will be selected by Curves randomly who will win a one (1) free month Curves membership, to be redeemed at a participating club.
13. If the prize winner is under the age of 18, the prize will be forfeited.
14. The prize is not transferable or exchangeable and cannot be redeemed for cash.
15. Entrants acknowledge that all material gathered and produced as a result of their entries will be owned by the Promoter.
16. The winner will be drawn at 5:00pm AEST on Monday 13 March 2017 at the Promoter's office (Level 1, 464 St Kilda Road, Melbourne Victoria 3004) and will be published on the Promoter's Facebook page by 5:00pm AEST on Tuesday 14 March 2017.
17. The Promoter's decision is final in all aspects of this competition and no correspondence will be entered into.

18. As a condition of entry, the entrant agrees that they are fully responsible for any content that they submit. The Promoter shall not be liable in any way for such content to the full extent permitted by law. The entrant warrants and agrees that:
 - a. with regard to any materials submitted via the competition (**Content**), unless the Promoter advises otherwise, the entrant grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. The entrant agrees not to assert any moral rights in relation to such use. The entrant warrants that they have the full authority to grant these rights;
 - b. they will not submit any content that is unlawful or fraudulent, or that the Promoter, or any advisor of the Promoter, may deem to be or that could be in breach of any privacy, publicity or other rights;
 - c. they will obtain prior written consent from any person or company that appears in any submitted Content;
 - d. they will comply with all applicable laws and regulations, including without limitation, those governing privacy, publicity and the access or use of any other persons' computer, technology or communication systems.
19. Without limiting any other terms herein, the entrant will fully indemnify the Promoter for any breach of these Terms and Conditions.
20. The entrant consents to the Promoter using their name, likeness, image and/or voice in the event they submit a winning entry (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of publicising the competition (including any outcome), and marketing or publicising any products manufactured, distributed and/or supplied by the Promoter.
21. If the competition is interfered with or frustrated 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 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 the entrant; and/or
 - b. to modify, suspend, terminate or cancel the competition.
22. 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 2010 (Cth)* (**Non-Excludable Guarantees**).
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, their related entities, associates, affiliates and each's respective officers, employees and agents (each a **Relevant Person**) excludes (and exclude) all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising out of or in connection with, the Promotion or these Terms and Conditions, and/or any of the following:
 - a. technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. theft, unauthorised access or third party interference, whether with an entrant's Entry Form or otherwise;
 - c. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) for any reason beyond the reasonable control of the Promoter;
 - d. any variation in the prize value to that stated in these Terms and Conditions (if applicable);

- e. any tax liability incurred by the winner; and/or
 - f. taking of or use of any prize by the winning entrant.
24. The Promoter collects personal information in order to conduct the competition and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors and service providers and use the personal information for the purposes described in these Terms and Conditions and the Promoter's Privacy Policy. Entry by an eligible entrant is conditional upon them providing this information to the Promoter. The Promoter's Privacy Policy is available at www.curves.com.au/privacy. In addition to the purposes stated in the Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, subject to applicable privacy laws and regulations. All entries become the exclusive property of the Promoter.
25. The laws of the State of Victoria, Australia apply to the Promotion and these Terms and Conditions to the exclusion of any other law. Eligible entrants submit to the exclusive jurisdiction of the courts of the State of Victoria, Australia.