

# Australia and New Zealand 8 Week Stronger You Challenge.

## 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 and the prizes form part of these Terms and Conditions (which are also located in Club and [www.curves.com.au/8wkchallenge](http://www.curves.com.au/8wkchallenge) (AU) and [www.curves.co.nz/8wkchallenge](http://www.curves.co.nz/8wkchallenge) (NZ). Participation in the Promotion is deemed acceptance of these Terms and Conditions.
3. This Promotion commences at 12.00AM AEST on 13/02/2017 ('Commencement Date') and entries close at 11.59 PM AEST on 9/04/2017 ('Close Date').
4. Entry is only open to fully paid, participating members of Curves who have purchased an 8 Week challenge package (subject to the conditions available at [www.curves.com.au/8wkchallenge](http://www.curves.com.au/8wkchallenge) (AU) and [www.curves.co.nz/8wkchallenge](http://www.curves.co.nz/8wkchallenge) (NZ)) from a Curves Club operating in Australia or New Zealand, and who are residents of either Australia or New Zealand and aged 18 years or over.
5. To participate in the Promotion, an eligible entrant must pick up a challenge score card ('Entry Form') from their participating Curves Club when they sign up and pay for the 8 week challenge in full.
6. The Promotion is a points-based game of skill. There are five (5) challenge categories in which an eligible entrant can earn points as set out in the table below. The entrant must complete as many challenges as possible to earn points during their 8 week membership, between the Commencement Date and the Close Date. The total maximum number of points that can be earned is 51 during the 8 week period.



The image shows a 'Curves GET STRONG FOR 2017 8 WEEK CHALLENGE' score card. At the top, there is a purple banner with the 'Curves' logo and a string of colorful pennants that say 'NEW YEAR NEW GOALS'. The main title is 'GET STRONG FOR 2017 8 WEEK CHALLENGE'. Below the title, there are fields for 'Member Name:', 'STARTS:', and 'Score'. The score card is divided into five challenge categories, each with a progress indicator (dots or circles) and a points value:

Challenge Category	Points Available
Curves Strength Training: Number of Curves Strength Training workouts completed (Max 32 points)	/32
Curves Smart Tracker: Earn a point for each of the following achievements: ✔ Increase Performance Index    ✔ All green workout on ALL muscle groups ✔ Zero Residual Workout    ✔ Have a Curves Smart MCS with your Curves Coach	/8
Weekly Goals: Earn a point for sharing weekly goals and progress with your Curves Coach.	/8
Monthly Coaching Session: Earn a point for attending a monthly coaching session to review goals and achievements.	/2
Tie Breaker Question: What does being 'strong' mean to you?	/1
<b>TOTAL</b>	<b>/51</b>

At the bottom of the score card, there is a purple banner that says 'LIVE STRONGER TOGETHER'.

Challenge:	Descriptions	Points available
<b>Curves Smart Tracker</b>	Points are rewarded per workout for any of the below achievements on Curves Smart® <ul style="list-style-type: none"> <li>- Increase Performance Index</li> <li>- Zero Residual Workout</li> <li>- All green workout on ALL muscle groups</li> <li>- Have a Curves Smart MCS with your Curves Coach</li> </ul>	8 Points (maximum)
	Complete up to 32 workouts in 12 weeks	32 points (maximum), 1 point for each workout
<b>Weigh and Measure</b>	Weigh and Measure with the Curves Coach 2 times	2 points (maximum), 1 point for each Weigh and Measure
<b>This Week I will card</b>	Submit the weekly 'This Week I will' card to the Curves Coach and make a plan for the next week	8 points (maximum), 1 point for each 'This Week I Will' card submitted
<b>Tie Break Question</b>	Complete the Tie Break Question – What does being 'strong' mean to you?	1 point

7. Each time an entrant completes a challenge category they must have the challenge marked off on their Entry Form by a member of staff at their Curves Club. The entrant must then deliver the completed Entry Form (including Tie Break Question) to the participating Curves Club from which the Entry Form was collected, by no later than the Close Date. The winner is determined by a combination of points and the tie break question, not by how much weight an entrant has lost or the greatest reduction in BMI achieved during the 8 week challenge.
8. The entrant(s) who earn the highest number of points will be considered as the Club Finalist(s). Clubs are responsible for submitting the Entry Form from the Club Finalist(s) to Curves National Support Office either via email to [AUNZmarketing@cj.com](mailto:AUNZmarketing@cj.com) or via post to Level 1, 464 St Kilda Road, Melbourne, Victoria 3004, Australia. For the avoidance of doubt, in the event of a tie between two or more entrants at a particular Club, all tied entrants will be considered Club Finalists and will be submitted to Curves Head Office. Winning Entry Forms must be received by National Support Office no later than Friday May 5, 2017
9. The following individuals are ineligible to win a prize: Employees (and their immediate families) of the Promoter, its franchisees or agencies associated with this promotion. 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 first cousin.
10. The Promoter reserves the right, at any time, to verify the validity of entries, (including their identity, age and weight) and to disqualify any entrants whose entry is not submitted in accordance with these Terms and Conditions or who tamper with the entry process. Errors and omissions will 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.
11. Incomplete or indecipherable entries will be deemed invalid.

12. Only one Entry Form is permitted to be completed per eligible Curves Club member during the Promotion.
13. Entrants must complete their coaching sessions at the same Curves Club to earn points in the relevant categories.
14. This is a game of skill and chance plays no part in determining the winners. At the conclusion of the Promotion, a panel of judges will individually judge each entry submitted by the participating Curves Clubs in Australia and New Zealand, based on the total points score. In the event of a tie between two or more entrants, the judges will judge the answers to the Tie Breaker Question. The entrant with the most creative and genuine answer will be selected as the winner of the Promotion.
15. The winner of the Promotion will receive a twelve (12) month Curves Fitness membership (RRP \$948), commencing the day after the winner of the Promotion is announced. This amount cannot be redeemed as cash.
16. The Curves Club from which the winning entry originated will be informed by 5:00PM AEST on 19/05/2017. The Curves Club will contact the winner directly to confirm their prize.
17. If the winner cannot be contacted by 31/5/2017 the eligible entrant with the second highest score will be deemed the winner. Where a tie break exists for the second highest score, the merit of the answers provided to the Tie Breaker Question will be judged by a panel of judges. The entrant with the most creative and genuine answer will be selected as the winner of the Promotion.
18. The Promoter's decision is final in all aspects of this Promotion and no correspondence will be entered into.
19. As a condition of entry, the entrant agrees that:
  1. with regard to any materials submitted via the Promotion, including answers to promotional questions, comments, recordings and images ('Content'), unless the Promoter advises otherwise, the entrant grants the Promoter, its related entities, 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 she has the full authority to grant these rights.
  2. they are fully responsible for the Content submitted. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. The entrant warrants and agrees that: (i) the Content submitted is the original work of the entrant that does not infringe the rights including intellectual property rights of any third party; (ii) she 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 intellectual property, privacy, publicity or other rights, or be defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (iii) she will obtain prior consent from any person or company that appears in any submitted Content; (iv) she will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (v) Content shall not contain viruses, Trojan horses or anything similar, or, cause injury or harm to any person or company; and (vi) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of any other persons' computer, technology or communication systems.
  3. without limiting any other terms herein, the entrant will 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 Promotion (including any outcome), and marketing or publicising any products manufactured, distributed and/or supplied by the Promoter.

21. If the Promotion 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 Promotion.
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* in Australia and the *Consumer Guarantees Act* in New Zealand ('Non-Excludable Guarantees'). 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.
23. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, no Relevant Person is responsible for, and each Relevant Persons 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 out of, or in connection with, any of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); and/or (b) any theft, unauthorised access or third party interference, whether with an entrant's or Club Finalist's Entry Form or otherwise; and/or (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; and/or (d) any variation in the prize value to that stated in these Terms and Conditions (if applicable); and/or (e) any tax liability incurred by a winner or eligible Curves Club; and/or (f) taking of or use of any prize by the winning entrant (and the winning entrant's companion).
24. The Promoter collects personal information in order to conduct the Promotion 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 Curves member is conditional upon the eligible Curves member and/or their Curves Club (as applicable) providing this information to the Promoter. The Promoter's Privacy Policy is available at <http://www.curves.com.au/privacy-policy/> (in the case of entrants located in Australia and Curves Clubs located in Australia) and <http://www.curves.co.nz/privacy-policy/> (in the case of entrants located in New Zealand and Curves Clubs located in New Zealand). 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 law and regulation. All entries become the property of the Promoter.

The laws of the State of Victoria, Australia (in the case of entrants located in Australia and Curves Clubs located in Australia) and New Zealand (in the case of entrants located in New Zealand and Curves Clubs located in New Zealand) 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 or New Zealand, as applicable.