

CURVES AUSTRALIA AND NEW ZEALAND – 8 WEEK CHALLENGE WEEKLY 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 and the Prizes form part of these Terms and Conditions (which are also located in Club and on Curves websites at www.curves.com.au/8wkchallenge (AU) and www.curves.co.nz/8wkchallenge (NZ). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
3. This Promotion commences at 12.00PM AEST on Monday 13/02/17 (‘Commencement Date’) and closes at 11.59PM AEST on Sunday 09/04/17 (‘Close Date’). During the Commencement Date and the Close Date there will be eight (8) separate rounds, with a Prize being awarded for each round (‘Promotional Period’). Entries open and close for each round between the Commencement Date and the Close Date as follows:
 - a. 1st Round – Entries open 12.00pm AEST on Monday 13/02/17. Entries close 11.59pm AEST on Sunday 19/02/17.
 - b. 2nd Round – Entries open 12.00am AEST on Monday 20/01/17. Entries close 11.59pm AEST on Sunday 26/02/2017.
 - c. 3rd Round – Entries open 12.00am AEST on Monday 27/02/17. Entries close 11.59pm AEST on Sunday 05/03/2017.
 - d. 4th Round – Entries open 12.00am AEST on Monday 06/03/17. Entries close 11.59pm AEST on Sunday 12/03/2017.
 - e. 5th Round – Entries open 12.00am AEST on Monday 13/03/17. Entries close 11.59pm AEST on Sunday 19/03/2017.
 - f. 6th Round – Entries open 12.00am AEST on Monday 20/03/17. Entries close 11.59pm AEST on Sunday 26/03/2017.
 - g. 7th Round – Entries open 12.00am AEST on Monday 27/01/17. Entries close 11.59pm AEST on Sunday 02/04/2017.
 - h. 8th Round – Entries open 12.00am AEST on Monday 03/04/17. Entries close 11.59pm AEST on Sunday 09/04/2017.
4. Entry is only open to fully paid participating members of a Curves Club operating in Australia or New Zealand, who are residents of either Australia or New Zealand, aged 18 years or over, and who have a Facebook and/or Instagram account in order to enter.
5. To enter the Promotion, an eligible entrant must, during the Promotional Period, and by the close date of each Round, post an image of themselves on Instagram or Facebook (preferably at their Curves club showing themselves with Curves in background) including #TBA in their caption. Please note that an entrant’s Facebook or Instagram account will need to be available for the public to see posts and images in order for the Promoter to include the entry in the judging (‘Entry’).
6. The competition is a game of skill, whereby each entrant must, between the Commencement Date and the Close Date, and by the close date of each Round during the Promotional Period, submit an Entry via Facebook and/or Instagram.
7. The winner of the competition will be judged by representatives of Curves, in their absolute discretion, and will be based on the most creative and unique Entry.
8. 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.

9. The Promoter reserves the right, at any time, to verify the validity of entries 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.
10. Incomplete or indecipherable entries will be deemed invalid.
11. Multiple entries are permitted, subject to the following criteria being met:
 - a. each entry must be substantially unique; and
 - b. each entry must be submitted separately and in accordance with the Entry requirements.
12. 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, and will be judged based on the creative merit of the image posted. The judges may select additional reserve entries which they determine to be the runners-up, and record them in order of merit, in case of an invalid entry or ineligible entrant.
13. The winning Entry for each Round during the Promotional Period, as determined solely by the judges, will win one (1) free month of their existing Curves (based on the membership level the entrant holds at the time the Entry was submitted) ('Prize') capped at \$149. The Prize must be taken within two (2) months of Closure Date of the competition, being 09/04/2017. Any ancillary costs, including but not exclusive to travel or accommodation costs, associated with receiving the prize are not included.
14. Total prize pool value is up to AU\$1,192.00.
15. If the Prize winner is under the age of 18 years, the Prize will be forfeited. The Prize is not transferable or exchangeable and cannot be taken as cash.
16. The winner will be notified by way of a direct message via Facebook or Instagram. If for any reason a winner does not confirm acceptance of a Prize by reply Facebook or Instagram message within 96 hours after notification, then the Prize will be deemed forfeited.
17. The Promoter's decision is final in all aspects of this Promotion and no correspondence will be entered into.
18. As a condition of entry, the entrant agrees that:
 - a. 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.
 - b. 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.
- c. without limiting any other terms herein, the entrant will indemnify the Promoter for any breach of these Terms and Conditions.
19. All entries are subject to review by the Promoter for compliance with these Terms and Conditions. Entries that contain prohibited or inappropriate content, or are otherwise in breach of these Terms and Conditions, as determined by the Promoter, will at the discretion of the Promoter be removed from the publication. In addition, any entrant that submits such content will not be eligible to win.
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);
 - b. any theft, unauthorised access or third party interference, whether with an entrant's or Club Finalist'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) due to 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 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.
 25. 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.
 26. Any cost associated with accessing the Facebook or Instagram Page is the entrant's responsibility and is dependent on the Internet service provider used.
 27. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at Facebook website
 28. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.