

VIRGIN ACTIVE AUSTRALIA

#VIRGINACTIVEFEELS LULULEMON

TERMS AND CONDITIONS



Virgin Active Australia, 18 January 2017

How to Enter

1. Share a photo (or video) that represents how Virgin Active makes you feel for your chance to win a \$75 lululemon e-gift card and Virgin Active tote!
2. Post your photo to Instagram or to the Virgin Active Australia Facebook timeline and tag #VirginActiveFeels and @virginactiveaustralia
3. This is a game of skill and chance plays no part in determining the winners. Entries open to Virgin Active Australia members only. Entries close 11.59pm AEST 28 Feb 2017.
4. Keep an eye on your Facebook and Instagram notifications to see if you're a winner! Good luck!

Terms & Conditions of Entry

1. Information on how to enter and description of prizes form part of these Terms and Conditions. Submission of an entry into this promotion is deemed acceptance of these Terms and Conditions. Entry is via Internet only.
2. Entry is open to Virgin Active Australia members aged 16 years and over (Entrants) who are fans of the Virgin Active Australia Facebook and/or Instagram page(s). Employees, management and directors (and their immediate families) of Virgin Active Australia Pty Limited (the Promoter) and its related entities, printers, suppliers, providers and agencies associated with this promotion are ineligible to enter.
3. The competition period is 1 February 2017 at 06:00am AEST and closes 28 February 2017 at 11:59pm AEST.
4. Unlimited entries are permitted. If entrants submit more than one entry each, they will only be eligible for 1 prize. Please ensure that if there is anyone else in your photo that you have their consent to post the photo to social media.
5. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion 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. 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) before issuing a prize and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. This is a game of skill and chance plays no part in determining the winners. Photos will be judged on their creativity, with the most creative photos at each

club being deemed the winners by the Promoter. The Promoter's decision is final and no correspondence will be entered into.

7. Internet entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, incomprehensible, or illegible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.
8. The judging will take place at 2a Defries Avenue, Zetland, NSW 2017. The judges reserve the right to select additional reserve entries which they determine to be the next most creative and literate entries, and record them in order of merit, in case of an invalid entry or ineligible Entrant. The winners will be notified in writing via Facebook or Instagram comment.
9. Prizes and prize winners: Sixty (60) entries judged to be the best from all eligible entries received (10 per club) will each win one (1) \$75 lululemon e-gift card and one (1) Virgin Active tote bag.
10. The total maximum prize value is \$AU7,497 - divided between 60 prizes, each valued at approximately \$AU124.95. Prizes cannot be redeemed for cash or used in conjunction with any other promotional offer. Prizes are not transferable or exchangeable. Prizes must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any variation in prize value. All prize values are including GST.
11. Winners must visit a Virgin Active Club to claim their prize and provide Virgin Active Australia with their mailing address, contact number and email address within two (2) weeks of receiving a notification they have won to validate their win. If a winner does not provide this information within this time, they will no longer be eligible to receive a prize and the Promoter reserves the right to select a substitute winner.
12. All additional costs not expressly stated, but which may be incurred in acceptance and use of the prizes are the responsibility of the winner. Such additional costs include, but are not limited to, purchase of equipment or personal training.
13. If the prize is unavailable for any reason beyond the Promoter's reasonable control, then a substitute prize (or that part of the prize) of equal or greater value and/or specification will be awarded in lieu.
14. All entries submitted become the property of the Promoter. As a condition of entering into this promotion, each Entrant agrees to assign all of his or her rights, title and interest (including copyright) in and to their entry to the Promoter. Each Entrant warrants to the Promoter that each entry submitted is an original work of the Entrant that does not infringe the rights of any third party. Each Entrant also warrants to the Promoter that they have the authority and all permissions necessary to submit their entry into the promotion, including but not limited to obtaining any required written consents and releases to reference or identify any third party in their

- entry (if applicable). The Entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of any of these warranties. Entrants consent to any use of their entry, which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
15. As a condition of entering this promotion, an Entrant consents to the Promoter using the Entrant's 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. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents.
 16. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the promotion, and/or, if necessary, to provide an alternative prize or prizes to the same value as an original prize or prizes.
 17. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the Promoter's sole discretion, is considered to be offensive or inappropriate in any way (including any objectionable content, profanity, potentially insulting, inflammatory or defamatory statements) or that the Promoter considers, may infringe any intellectual property rights or other rights of any person, corporation or entity. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services.
 18. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury or death, or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where arising out 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; (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; (f) the acceptance or use of a prize; and (g) any act or omission of the Promoter or its associated agencies.
 19. As a condition of accepting the prize, the winners (and any companion/s) may be required to sign any legal documentation as and in the form required by the Promoter / prize supplier / organisers in their absolute discretion including but not limited to a legal release and indemnity form.
 20. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter. The Promoter collects personal information in order to conduct the promotion, to include the Entrant in the promotion and, where appropriate, award prizes. The Promoter may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers, to assist in conducting the promotion. If the personal information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. Entrants should direct any request to access, update or correct information to the Promoter. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected can be found here: virginactive.com.au/home/footer/legal_stuff.aspx
 21. By entering the Competition, Participants expressly acknowledge that the Competition is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram or any other social networks such as Twitter where a selection of photographs may be published and releases the aforementioned of any and all claims relating to or arising from the Competition.
 22. Participants need to use the Instagram smartphone application or Facebook to participate. Virgin Active Australia will moderate entries. Some of the accepted entries may be displayed on the Virgin Active Australia Facebook Page or Virgin Active Instagram page.
 23. In consideration of their participation in the Promotion, Entrants grant the Promoter, its affiliates and licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to reproduce, publish, communicate, modify and adapt their entry for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to their entry and warrant that they have the full authority to grant these rights.
 24. Entrants acknowledge that the Facebook Terms and Policies, including Facebook's privacy policy (facebook.com/about/privacy/) apply in relation to their access to, and use of, the Virgin Active Australia Page. 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.com/terms.php.

The Promoter is Virgin Active Australia Pty Ltd (ABN 68 126 741 133), Level 5, 4 Defries Ave, Zetland NSW 2017 Australia.