

BLUEFIT HEALTH CLUB WIN A CAR PROMOTION

BlueFit Pty Ltd 74127508230

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over. Employees and contractors (and their immediate families) of BlueFit Pty Ltd, participating retailers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
3. The promotion commences 01/2/2023 and closes at 11:59pm AEST on 28/02/2023 ("Promotional Period").
4. To be eligible to win individuals must purchase one of the following as a new member:
 - a. Results Memberships
 - b. Upfront memberships (greater than 6 months)
 - c. Renewed upfront membership holders are also eligible for entry where payment for the renewal is made during the promotional period.
5. Excludes "Active" memberships, insurance memberships, visit passes and redemption of gift cards.
6. Current members who have been listed as a referee on one of the above-listed memberships during the promotional period are also eligible for entry into the promotion.
7. All eligible persons will automatically be entered into the random draw.
8. BlueFit Pty Ltd (BlueFit) reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence 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. Errors and omissions may be accepted at the Promoter's discretion. Failure by BlueFit Pty Ltd to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. Incomplete or indecipherable entries will be deemed invalid. Entries with a failed payment will not be eligible.
10. Multiple entries are permitted, subject to the following:
 - a. only one (1) entry is permitted per qualifying purchase;
 - b. each entry must be submitted separately and in accordance with entry requirements; and
 - c. only one (1) entry per eligible contract is permitted.
11. Entrants must retain a copy of their contract as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, at the absolute discretion of BlueFit result in the invalidation of ALL of an entrant's entries and forfeiture of any right to an offer
12. If there is a dispute as to the identity of an entrant, BlueFit reserves the right, in its sole discretion, to determine the identity of the entrant.
13. Entries close at 11:59pm AEST on Tuesday 28/02/2023.

14. The winner will be selected electronically on Friday the 3rd of March at 5pm at the BlueFit Head Office located at 78a Napier Street, Essendon Victoria 3040. The winner will be notified within two (2) working days via telephone and email. All entrants will be notified of the winner via email by Friday 10/3/2023.
15. The Prize Includes:
Vehicle : Toyota Yaris Ascent Sport Hatch Automatic CVT
Colour: Glacier White, Black Fabric
Value:\$28,556
Includes Registration and on-road costs.
16. The winner will be required to attend a public handing over of the prize at the centre at which they have a membership. The handover will occur between 9am-5pm on a weekday which best suits the winner.
17. If the winner is not contactable or forfeits their prize the runner-up will be awarded the car. Winners, if any, will be notified via telephone and email within two (2) business days of the draw and published on BlueFit's websites, social media pages and in the next e-newsletter within 30 days of the draw.
18. 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 BlueFit, including but not limited to technical difficulties, unauthorised intervention or fraud, BlueFit reserves the right, in its sole discretion, to the fullest extent permitted by law;
 - a. to disqualify any claimant; or
 - b. to modify, suspend, terminate, or cancel the promotion, as appropriate.
19. Nothing in these Terms and Conditions limit, exclude or modify, or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, BlueFit (including its respective officers, employees and agents) is not responsible for and 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 in any way out of;
 - a. any technical difficulties or equipment malfunction (whether or not under the BlueFit's control);
 - b. any theft, unauthorised access or third-party interference;
 - c. any entry that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of BlueFit;
 - d. any variation in prize value to that stated in these Terms and Conditions;
 - e. any tax liability incurred by a winner or entrant; or
 - f. use of a prize.
21. BlueFit collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, offer suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to BlueFit. All entries become the property of BlueFit. A copy of BlueFit's Privacy Policy Statement is also available at: <http://www.bluefithealthclub.com.au/about-us/privacy-policy>
22. The Promoter is BlueFit Pty Ltd, ABN 74127508230, of PO Box 363, Essendon, 3040, Melbourne, Victoria. NSW Permit No: TP/02394. SA Licence No: T23/4