



#### TERMS AND CONDITIONS

By participating, entrants agree to be bound by these Terms and Conditions.

1. The promotion is open to Australian residents who have a valid email address, other than employees and their immediate families of GoFit Platinum staff member, and their related companies and 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 1st cousin.
2. Promotion commences 10/06/2010 and entries close at 11.59pm (Eastern Standard Time) 30/06/2010. Registrations submitted after this date will not be eligible for entry in this promotion.
3. Prize Pool: The winning contestant will receive \$10,000.00 in prize money. This money will be given as a direct deposit into their nominated bank account. If no bank account is nominated the monies will be distributed via a bank cheque sent via registered post. GoFit Platinum will accept no responsibility for lost or stolen monies at any stage.
4. Winning prize pool value is \$10,000.
5. Entrants may only register once. Incomplete, indecipherable or illegible registrations will be deemed invalid for the purposes of this promotion.
6. GoFit Platinum accepts no responsibility for late, lost or misdirected registrations. Go Fit Platinum reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, weight, 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. Failure by GoFit Platinum to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. If there is a dispute as to the identity of an entrant, GoFit Platinum reserves the right, in its sole discretion, to determine the identity of an entrant.
8. Subject to the unclaimed prize draw clause, if for any reason a winner does not redeem an element of the prize at the time stipulated by GoFit Platinum, then the prize or that element of the prize will be forfeited.
9. Any winners will be notified in writing and published in an email sent to all contestants.
10. Details of the winner's weight loss and first name will be included in the final email to all contestants.
11. Prizes are not transferable or exchangeable and unless otherwise stipulated cannot be taken as cash. GoFit Platinum accepts no responsibility for any variation in the prize value. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize within 1 month as stipulated by GoFit Platinum, then the prize or that element of the prize will be forfeited.
12. If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
13. GoFit Platinum's decisions are final, and no correspondence will be entered into.
14. GoFit Platinum accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
15. To the extent permitted by law, GoFit Platinum shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained by any entrant/winner as a result of participating in this promotion, or accepting any prize.
16. In the event of war, terrorism, state of emergency or disaster, or if this promotion is interfered with in any way, GoFit Platinum reserves the right (a) to disqualify any entrant or (b) subject to any written directions from a relevant regulatory authority, to cancel, terminate, modify or suspend the promotion.
17. GoFit Platinum is not responsible for any incorrect or inaccurate information, either caused by the internet user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of

the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

18. GoFit Platinum is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, (including but not limited to) any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in this competition.
19. Any contact details entered incorrectly on the entry form shall be deemed invalid.
20. GoFit Platinum collects entrant's personal information in order to conduct the promotion. If the information requested is not provided, the entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each entrant also agrees that GoFit Platinum may use their personal information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages or telephoning the entrant. A request to access, update or correct any information should be directed to GoFit Platinum at a GoFit Store. If an entrant does not truthfully provide all requested personal information, GoFit Platinum may determine, in its absolute discretion, that they are not eligible to win a prize.
21. Participants consent to GoFit Platinum using the participant's name, likeness, image and/or voice in the event that they are a winner (incl. photograph, film, file and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by GoFit Platinum.
22. Only customers who purchase their product between June 10<sup>th</sup> 2010 and June 30<sup>th</sup> 2010 will be eligible to enter.
23. Participants must Provide a true and accurate "start weight" either at a GoFit Store or by providing a colour photograph of their weight on a set of scales with the day's newspaper (with the date clearly visible) beside the scale.
24. In the event that a participant does not receive their GoFit Platinum equipment before July 1, 2010, the completion start date for that contestant will be deferred until their equipment is received.
25. In order to claim any prize, a customer must present their proof of entry
26. Contestant's first and final weights are to be recorded on the entry form and witnessed by the relevant store manager. In the event that this weight cannot be witnessed by a store manager, the contestant must \_\_\_\_\_
27. Participants must lose 5% or more of their body weight from their "start weight" to be eligible for a consolation prize.
28. In order to claim any prizes, the participant must complete their "30 day trial period" for the entirety of their purchase.
29. The entrant of the competition must have purchased the machine in their own name.
30. The contestant's weight is to be measured to the second decimal point (0.00).
31. Total weight loss percentage is calculated to the second decimal point (0.00)
32. The support provided is to be online only. No staff member is to give advice to contestants outside of the weekly emails in relation to their weight loss journey.
33. In the event of a tie the total prize pool will be distributed evenly among the winners
34. Any breach of these terms and conditions will result in an immediate expulsion from the "Weight Loss Kick Start Challenge" and or the retraction of any issued prizes.
35. If you feel that we have missed any details or have any further queries, please do not hesitate to contact Sarah at GoFit Platinum on 0449 672 773