

## **Fitness challenge - May 2019**

### **Who is who and what is what**

- 1.1 Your relationship with Vivacity Culture and Leisure. ("Vivacity")
- 1.2 These terms of use set out the legally binding contract between "Vivacity" and you in relation to the May fitness challenge prize draw.
- 1.3 The promoter of the prize draw is Vivacity Culture and Leisure, Broadway, Peterborough, PE1 1RX.
- 1.4 You will be deemed to accept these terms if you enter the prize draw.
- 1.5 "Vivacity" shall use and take care of any personal information you provide to them as described in their privacy policy, and in accordance with current UK Data Protection legislation, and will not disclose this personal information to a third party without your consent. By entering you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your entry.
- 1.6 "Vivacity" accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the challenge/prize draw or accepting the prize. "Vivacity" further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the competition. "Vivacity" accepts no responsibility for entries that are lost, delayed, damaged, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt by "Vivacity".

### **Prize draw rules**

- 2.1 The competition is organised by Vivacity Culture and Leisure.
- 2.2 The challenge and prize draw opens on 01/05/2019 and closes 31/05/2019.
- 2.3 There will be a maximum of 1 entry to the prize draw per customer.
- 2.4 To enter the competition you must be a live Vivacity gym member and complete all 15 sessions and have them signed off by a Vivacity staff member. (Reception or gym staff)
- 2.5 Employees of "Vivacity", any company involved in the competition, or any advertising agency or web company connected to "Vivacity", are not eligible to enter.
- 2.6 "Vivacity" reserves the right to cancel or amend the challenge/prize draw or the rules at any time without prior notice.
- 2.7 In the event of any dispute regarding the rules, notice, conduct or result of the competition the decision of "Vivacity" shall be final and binding and no other correspondence or discussion shall be entered into.
- 2.8 There will be a maximum of 1 entry in to the prize draw per customer.
- 2.9 Only 1 session can be completed per day and must be signed off by a Vivacity staff member on the challenge card. (See 2.4)

### **The prize**

- 3.1 The prize draw reward will be:
  - A free annual membership (Equivalent to your current membership tier).
- 3.2 If the prize is not redeemed in 14 days Vivacity reserve the right to re-draw a prize winner.
- 3.3 The prize is not transferable and no cash alternative will be offered.
- 3.4 You will receive your annual membership as follows:
  - Direct Debit members: Your free annual membership will be from 01/07/2019 - 30/06/2020. Your monthly Direct Debit will be debited and credited back each month.
  - Pre-paying members: We will add 12 months on to your current membership

3.5 Vivacity gyms will draw 1 winner at random on 10/06/2019 and will notify the winners by email and / or phone by 12/06/2019.

3.6 The winner's name may be announced on Vivacity's sports Facebook page, app and website.

3.7 If the winner does not respond to "Vivacity" within 28 days of being notified by Vivacity Sports, then the winners prize will be forfeited and "Vivacity" shall be entitled to select another winner in accordance with the process described above (and that winner will have to respond to notification of their win within 28 days or else they will also forfeit their prize). If the winner rejects their prize or the entry is invalid or in breach of these rules, the winners prize will be forfeited and "Vivacity" shall be entitled to select another winner.

3.8 The prize is non-transferable, non-exchangeable and there is no cash alternative.

"Vivacity" reserves the right to substitute a prize of equal or greater value at any time.

"Vivacity" accepts no responsibility for any costs associated with the prize and not specifically included in the prize.

3.9 The winner may be required to take part in promotional activity related to the competition and the winner shall participate in such activity on "Vivacity's" reasonable request.

3.10 This competition and these terms and conditions are governed by English Law and the courts of England and Wales shall have exclusive jurisdiction over any dispute with a UK resident arising out of or in connection with this competition.