

Australian Institute of Fitness (AIF)

Network Competition Terms & Conditions as of May 2022

- Information about prizes and how to enter form part of these Terms and Conditions. Entry into the promotion is deemed full acceptance of these Terms and Conditions.
- The Promoter of the competitions is AIF ABN 14 098 156 471, 87 Marsden Street, Parramatta NSW 2150.
- The promotion commences at gam (AEST) on the date stated in the online communication. Entries will be received only until 11:59pm (AEST) on the closing date stated.
- 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) 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 the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- Entry is open to Australian residents who fulfil the entry requirements. Entrants must be at least 16 years old. Employees, directors, management, licensees and contractors of the Promoter, its related companies and agencies associated with this promotion, the immediate families of the above listed persons and suppliers to the Promoter are ineligible to enter.
- To enter the promotion, entrants must follow the instructions as stated in the online communication.
- If the promotion is being run in conjunction with another organisation, additional terms and conditions may be set by that organisation. Full details of these terms and conditions are available from that organisation.
- The Promoter 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, and prize suppliers.

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 Eligible Entrants. Eligible Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

PRIZES

- The recommended retail prize value is as stated in the magazine or online communication but may be subject to change without warning.
- The Prize may not be exchanged. This Prize is also non-transferable and cannot be exchanged or redeemed for cash. If for any reason, a Prize Winner cannot receive or accept any component of the Prize, the Prize will be forfeited and another winner will be selected in the same method.
- Winners will be selected within seven working days of the closing date of the competition that is specified in the online communication.
- The winner will be notified by email using the email address supplied by the entrant. If reply confirmation is not received within a week of notification, the winner will be contacted by phone if a phone number has been supplied.

- If, after fourteen (14) days of choosing a winner, the Promoter has been unable to contact the winner despite making all reasonable attempts, an alternate winner will be chosen in the same manner and the reasonableness of the attempts to contact the winner will be at the discretion of the Promoter.
- The Promoter's decision is final and no correspondence will be entered into. All entries become the property of the Promoter and may be edited for publishing purposes.
- If a winner of the prize is aged 16 years or under, the prize will be awarded to the winner's nominated parent or guardian.

- The Promoter, its contractors, employees and agents, shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered sustained or incurred (including but not limited to indirect or consequential loss) as a result of, arising out of or in any way connected with the promotion and/or its prize, except for liability that cannot be excluded by law. Tax implications may arise from the receipt or use of a prize. Independent financial advice should be sought.
- The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of the promotion. The Promoter is not responsible for any problems or technical malfunction of any telephone, network or lines, computer online 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 any injury or damage to entrant's or referral's or any other person's computer related to or resulting from participation in or up/down-loading any material in this promotion.

PRIVACY POLICY YOUR PRIVACY

At AIF, we are committed to protecting your privacy as an online visitor to our website. We use the information we collect about you to maximise the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles.

Please read our privacy policy below carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers is protected by our secure server.

AIF's secure server software encrypts all customer information before it is sent to us. Furthermore, all customer data collected is secured against unauthorised use or access. Credit card information is not stored by us on our servers.

STORAGE AND SECURITY OF YOUR INFORMATION

We receive and store the information you enter on our website or give us in any



other way from time to time. You may provide basic contact information such as your name, phone number, address, and email address to enable us to send information or process your product order and we may also collect additional information at other times, including but not limited to, when you provide feedback, change your content or email preferences, respond to a survey, or communicate with our customer support.

We may use personal information collected from you for the purpose of providing you with direct marketing material, updates regarding our website and information in the form of a newsletter. This will only apply if you have registered or subscribed to such publications by registering your details with us. However, if you wish to cease receiving any such information you may let us know either by email or unsubscribing at any time and your request will be actioned immediately.

Individual profile and company details are not used for any other purpose. Details are only supplied to a third party supplier when it is required by law, for goods or services which you have purchased or to protect our copyright, trademarks and other legal rights.

We respect the privacy of our online visitors. We may collect information on or through this website that can personally identify you. For example, we collect personally identifiable information which you volunteer to us to respond to visitor questions and comments about us and our products and services, and to mail e-newsletters ("Personal Data").

We will use all reasonable means to protect the confidentiality of your Personal Data while in our possession or control. We will not knowingly share any of your Personal Data with any third party other than our service providers who assist us in providing the information and/or services we are providing to you. To the extent that we do share your personal information with a service provider, we would only do so if that party has agreed to comply with our privacy standards as described in this privacy policy. Some of our service providers may be overseas and may not be subject to Australian Privacy Laws. Please contact us if you require specific details.

Any non-personal information, communications and material you send to this website or to us by email, or which we obtain from third parties without promises of confidentiality, may be kept, used and disclosed by us on a non-confidential basis. We are free to use and reproduce any such information freely, and for any purpose whatsoever. Specifically, we will be free to use any ideas, concepts,



know-how or techniques contained in such information for any purpose, including developing, manufacturing or marketing products.

COOKIES

A cookie is a small file placed in your web browser that collects information about your web browsing behaviour. Use of cookies allows a website to tailor its configuration to your needs and preferences. Cookies do not access information stored on your computer or any personal information (e.g. name, address, email address or telephone number). Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. This may, however, prevent you from taking full advantage of our website.

Our website uses cookies to analyse website traffic and help us provide a better website visitor experience. In addition, cookies may be used to serve relevant ads to website visitors through third party services such as Google Adwords. These ads may appear on this website or other websites you visit.

DISCLOSURE OF YOUR INFORMATION

We may from time to time need to disclose certain information, which may include your Personal Data, to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request. Also, we may use your Personal Data to protect the rights, property or safety of AIF, our customers or third parties.

If there is a change of control in one of our businesses (whether by merger, sale, transfer of assets or otherwise) customer information, which may include your Personal Data, could be disclosed to a potential purchaser under a confidentiality agreement. We would only disclose your information in good faith and where required by any of the above circumstances.

THIRD PARTIES

We do not and will not sell or deal in personal or customer information. We will never disclose your personal details to a third party except the necessary information required by providers of products or services you have purchased or to protect the rights, property or safety of the Australian Institute of Fitness, our customers or third parties or if required by law.



We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve our website and services but not for any other use.

SECURITY

We strive to ensure the security, integrity and privacy of personal information submitted to our website, and we periodically update our security measures in light of current technologies.

LINKS

This website may contain links to other websites. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that we are not responsible for the privacy practices of such other websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personally identifiable information. This privacy policy applies solely to information collected by this website.

CHANGE IN PRIVACY POLICY

As we plan to ensure our privacy policy remains current, this policy is subject to change. We may modify this policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on this website. Please return periodically to review our privacy policy.

If you have any questions or concerns at any time about our privacy policy or the use of your personal information, please contact us at info@fitness.edu.au and we will respond within 48 hours.