



# AIF

AUSTRALIAN  
INSTITUTE OF  
FITNESS

# COMPETITION TERMS & CONDITIONS

## GENERAL TERMS

By submitting an entry to the promotion (the “promotion”), you acknowledge that you have read and agree to be bound by these Official Rules and the decisions of the Australian Institute of Fitness. (trading as Australian Institute of Fitness) and that you satisfy all eligibility requirements.

The promotion (“promotion”) is open to Fernwood community who are residents of Australia, who are age 18 or older at time of entry. Employees of Australian Institute of Fitness (the “Sponsor”) and Fernwood (the “Promoter”), its respective parent, subsidiaries, affiliates, advertising and promotion agencies, distributors, merchants involved with this promotion, and their immediate family members and/or those living in the same household of each are not eligible to enter or win. Promotion governed by Australian law. Promotion is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. No purchase necessary to enter or win. A purchase will not improve your chances of winning.

## HOW TO ENTER

To enter the promotion, follow all on-screen instructions to complete and submit the online entry form (“Primary Entry”). All entries must be received between 1st of June 2022, 12:00AM and 30th of June 2022, 11:59PM (“Promotion Entry Period”) AEST. Online entrants subject to all notices posted online including but not limited to Sponsor’s privacy policy.

By submitting any content to the Australian Institute of Fitness in relation to the Australian Institute of Fitness and Fernwood promotion, you represent and warrant that:

- You are the sole author and owner of the intellectual property rights of the content of you submit, and that the content you submit does not infringe any third party’s copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.
- Imagery entered will be used for digital (Facebook/Instagram) promotional use during the competition period (and perhaps up to 3 months after) that relate strictly to the Australian Institute of Fitness and/or Fernwood brand.
- You are at least 18 years old
- You have not been compensated or granted any consideration by any third party for your content, and that you are providing your content in good faith and in the spirit in which the process is intended;
- Use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity;
- The content you provide to the Australian Institute of Fitness: is not false, inaccurate or misleading; does not violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising) does not contain any content which is defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation; does not contain any computer viruses, worms or other potentially damaging computer programs or files; and
- The content you provide does not contain any of the following types of content or violates other guidelines: Obscenities, discriminatory language, or other language not suitable for a public forum; advertisements, “spam” content, or references to other products, offers, or websites; email addresses, URLs, twitter handles, phone numbers, physical addresses or other forms of contact information; critical or spiteful comments about other reviews posted on the page or their authors.
- You agree to indemnify and hold Australian Institute of Fitness (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers, harmless from all claims, demands, and damages (direct or indirect) including reasonable legal fees, arising out of a breach of your representations and warranties set forth above, or your violation of any law or the rights of a third party
- All content that you submit will be used at the Australian Institute of Fitness’s sole discretion. Australian Institute of Fitness reserves the right to change, condense or delete any content on the Australian Institute of Fitness’s website that the Australian Institute of Fitness deems, in its sole discretion, to violate the content guidelines or any other provision of these Terms of Use. Australian Institute of Fitness does not guarantee that you will have any recourse through Australian Institute of Fitness to edit or delete any content you have submitted. You acknowledge that you, not the Australian Institute of Fitness, are responsible for the contents of your submission. None of the content that you submit will be subject to any obligation of confidence on the part of the Australian Institute of Fitness, its agents, subsidiaries, affiliates, partners or third-party service providers and their respective directors, officers and employees.
- By submitting your email address in connection with your entry, you agree that the Australian Institute of Fitness and its third-party service providers may use your email address to contact you about the status of your entry and other administrative purposes.

## **PRIZES & APPROXIMATE RETAIL VALUES (“ARV”)**

- The Prize includes:
  - First prize
    - 1 x Master Trainer Online (Fitness Essentials Prerequisites and SIS40215 Certificate IV in Fitness) valued at \$6,990
    - 1 x Hyperice Legacy Pack valued at \$2,700
  - Second prize
    - 1 x Iron Edge gift card valued at \$170
  - Third prize
    - 1 x Fernwood Merchandise pack valued at \$120

If winner/s is unable to receive the prize then the prize will be forfeited, and an alternate winner may be selected in accordance with these Official Rules from among the remaining eligible entries for that prize. Prizes may not be transferred or assigned except by Sponsor.

## **THE FOLLOWING APPLIES TO THE ABOVE**

- Winners will be selected by game of skill from all eligible entries received.
- Winner selection will be conducted on or about 5th July 2022, 10:00AM AEST by a representative from the Sponsor whose decisions are final. The address of the drawing is as follows:
- Australian Institute of Fitness.
- Level 1, 140 Brunswick Street, Fortitude Valley, QLD 4006. Australia
- Winners will be notified by email and a public post across the sponsor’s social media Instagram channel. The winner will be required to complete and return an email confirmation of prize acceptance and possibly a Affidavit of Eligibility and Liability and a Publicity Release (“Affidavit/Release”) within 7 days of notification, or an alternate winner will be selected. Prize awarded within 30 days after receipt and verification of completed Affidavit/Release or prize notification.
- If a potential winner cannot be contacted, or if Affidavit/Release is returned as undeliverable or if the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and may be awarded to an alternate winner. If a winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner’s parent or legal guardian who will be required to execute affidavit on minor’s behalf.
- No substitutions are permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded subject to legislative approval. Prize is not redeemable for cash and non-assignable and non-transferable except to a surviving spouse.
- Winner is responsible for all federal, state, local sales and income taxes. Any other incidental expenses on prize not specified herein are the sole responsibility of winner.
- Entry and acceptance of prize constitute permission to use winner’s name, prize won, hometown and likeness for online posting and promotional purposes without further compensation, except where prohibited by law. Limit: one prize per household. Prize is guaranteed to be awarded.
- Cash value of the prize cannot be redeemed.
- Participating entrants agree to these Official Rules and the decisions of the Sponsor, and release, defend and hold harmless the Sponsor and its affiliated companies, and all other businesses involved in this promotion, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation, acceptance and use or misuse of prize.
- Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this promotion or use or redemption of prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the promotion or in the announcement of the prize.
- Winner acknowledges the Sponsor and all other businesses concerned with this promotion and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of prize.

## **ARBITRATION**

- In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the “Authorized Account Holder” of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted e-mail address.
- Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void.
- The Sponsor is not responsible for: (i) lost, late, misdirected, damaged, illegible or incomplete entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant’s or any other person’s computer related to or resulting from participating in the promotion.

- By participating in the promotion, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent judging organization, which are final and binding in all matters relating to the promotion.
- Failure to comply with these Official Rules may result in disqualification from the promotion.
- Sponsor reserves the right to permanently disqualify from any promotion it sponsors any person it believes has intentionally violated these Official Rules and cancel the promotion if it becomes technically corrupted (including if a computer virus, bot or system malfunction inalterably impairs its ability to conduct the promotion), and to select winner from among all eligible entries received prior to withdrawal. Legal Warning: ANY ATTEMPT BY AN individual, whether or not an ENTRANT, TO DELIBERATELY DAMAGE, destroy, tamper or vandalize this WEB SITE OR interfere with the OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS and SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES and diligently pursue all remedies against ANY SUCH individual TO THE FULLEST EXTENT PERMITTED BY LAW.
- This promotion shall be governed by and interpreted under the laws of the State of NSW, Australia without regard to its conflicts of laws provisions. By participating, entrants agree that any and all disputes arising out of or relating in any way to this promotion shall be litigated only in courts sitting in Sydney, NSW, Australia.

### **CONFIDENTIALITY**

By entering the information you are only signing up to the Australian Institute of Fitness email communication. Your information will never be sold to anyone. You can unsubscribe easily from the Australian Institute of Fitness by clicking on the unsubscribe link in the bottom of our newsletter emails. Information provided by you to participate in this promotion is subject to Sponsor's privacy policy located [HERE](#).

### **SPONSOR**

Australian Institute of Fitness  
Ground Floor, 87 Marsden Street,  
Parramatta  
New South Wales 2150  
Australia

### **COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION**

The personal information collected from each entrant in the course of the promotion will be used by Australian Institute of Fitness. for the purposes of administration of the promotion and as otherwise permitted in accordance with Australian Institute of Fitness Privacy Policy. Australian Institute of Fitness reserves the right to alter any rules of any promotion at anytime. If you have any questions or complaints about an Australian Institute of Fitness promotion, please contact [info@fitness.edu.au](mailto:info@fitness.edu.au)

### **PRIVACY POLICY YOUR PRIVACY**

At the Australian Institute of Fitness, we are committed to protecting your privacy as an online visitor to our website. We use the information we collect about you to maximize 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. Australian Institute of Fitness 's secure server software encrypts all customer information before it is sent to us. Furthermore, all customer data collected is secured against unauthorized 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 the Australian Institute of Fitness, 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](mailto:info@fitness.edu.au) and we will respond within 48 hours.