

Win A Catch Fitness Gym Bundle Promotion Terms and Conditions

This is a Game of Skill. By entering into this Promotion, you (**Entrant**) acknowledge and accept the following terms and conditions, as well as the Promoter's general conditions of entry, as amended from time to time.

1. Promotion	<u>Win A Catch Fitness Gym Bundle Promotion</u>
2. Promoter	Radio 2GB Sydney Pty Ltd (ABN 89 010 853 317) of Level G, Building C, 33-35 Saunders St, Pyrmont NSW 2009, (02) 9134 0000
3. Promotional Period	Open Date: 16/05/22 AT 5:30am AEST
	Close Date: 26/05/22 AT 3:00pm AEST. Entries close for each round of judging at 3pm AEST on the following dates: 20/05/22; 23/05/22; 24/05/22; 25/05/22; 26/05/22.
4. Entry Restrictions	<ul style="list-style-type: none">a. Entrants must be:<ul style="list-style-type: none">i. at least 18 years of age;ii. residents of NSW.b. Entrants must not be the employees (or their immediate family members) of:<ul style="list-style-type: none">i. The Promoter and its related bodies corporate; orii. The Prize Provider and its related bodies corporate.
5. Entry Procedure	<ul style="list-style-type: none">a. To be entered into Promotion, Entrants must complete the following steps during the Promotional Period:<ul style="list-style-type: none">i. Visit www.2gb.com and follow the prompts to the promotion entry page;ii. Input the requested details into the online entry form;iii. Provide an answer in 25 words or less to the promotional question, "What is your fitness pledge and why?"; andiv. Submit the fully completed online entry form.
6. Selection process	<ul style="list-style-type: none">a. The Winners of the Prizes will be determined as follows:<ul style="list-style-type: none">i. The Entrants that, in the opinion of the judges, have provided the most creative answers to the promotional question will win the Prizes, as detailed below in section 8.ii. The best entry selected by the judges on each Winner Selection Date (as noted below) will win a Prize.b. The Promoter may select additional reserve entries and record them in order in case an invalid entry or ineligible entrant is selected.c. For clarity, non-winning entries will be carried over into subsequent rounds of judging.
7. Maximum Entries per person	Multiple entries permitted, however each entry must: (i) be substantially unique; and (ii) submitted separately and in accordance with entry instructions. A limit of one (1) prize per entrant applies.
8. Winner Selection Time and Location	<ul style="list-style-type: none">a. Winner Selection Dates: 20/05/22; 23/05/22; 24/05/22; 25/05/22; 26/05/22.b. Time: 3:30pm AESTc. Location: Nine Radio Ground floor, 33 Saunders St, Pyrmont NSW 2009
9. Prize Provider	Catch Consultants Pty Ltd T/As Catch Fitness (ABN 18 640 300 796) of Unit 8, 202 Milperra Road, Milperra NSW 2214
10. Prize(s)	<u>Prize:</u> <ul style="list-style-type: none">a. Number of Major Prizes: Five (5) Catch Fitness gift cards to the value of up to \$2,000.00 <i>Total Prize Pool: \$10,000.00</i>
11. Notification and Publication of Winners	<ul style="list-style-type: none">a. Each Winner will receive notification by phone and/or email.b. Each Winner's name will be announced on air on each Winner Selection Date between 5:30am and 9am AEST.
12. Additional Terms	<ul style="list-style-type: none">a. By entering the Promotion, the Entrant accepts and agrees:<ul style="list-style-type: none">i. to these terms and conditions;ii. to the Promoter's General Terms and Conditions of Entry; andiii. to the Promoter's Privacy Policy, available on the Promoter's website, and each of which may be amended from time to time by the Promoter.b. Participants consent to their personal information (as that term is defined in the Privacy Act 1988) being used for direct marketing by the Promoter and Prize Provider, distribution by the Promoter and uses approved in the Privacy Policy.c. Throughout the Promotional Period the Promoter may contact Entrants to interact with the station on air, online and via social media in relation to the Promotion.d. The Promoter will not disclose personal information to any entity outside of Australia.e. Entrants may be required by the Promoter and Prize Provider to participate in photo, recording, video and/or film session(s) and acknowledge that they assign, by way of present assignment of future copyright, the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.f. It is a condition of Entry that the Promoter and Prize Provider have the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of Entrants for any promotion or matter incidental to the Promotion. By agreeing to enter, all Entrants consent to their Entry broadcast on air and to their telephone and other conversations with the Promoter and Prize Provider being broadcast on air and communicated to the public via any medium. Entrants will not be compensated for this use.

	<p>g. Entrants warrant that all information provided in their Entry is correct for the purpose of the Promotion and, in the event that the Entry contains any information about or in relation to a third party, the Entrant has obtained consent from that third party to provide their information to the Promoter.</p> <p>h. Entrants warrant that the content of the Entry is their own intellectual property and does not infringe copyright, trademark or other legal rights of any person and by entering this Promotion Entrants hereby assign, transfer and convey all current and future intellectual property rights, title and interest in their Entry, excluding the Entrants' personal details, to the Promoter and agree to do all things reasonably necessary to give effect to such ownership and assignment (including but not limited to the signing of documents). Entrants will not be compensated for this assignment.</p> <p>i. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win the Promotion.</p> <p>j. The Promoter and its representatives may conduct security and verification checks in their absolute discretion to determine the Entrant's eligibility to enter the Promotion.</p> <p>k. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.</p> <p>l. The Promoter is not responsible for any problems, congestion or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems, telecommunications congestion or traffic congestion online, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing Entrants from successfully participating in the Promotion.</p> <p>m. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.</p> <p>n. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion.</p> <p>o. Prize(s) will be awarded as specified in the Prize details. If a Prize is unavailable for any reason, the Promoter, at its discretion, may substitute it for another item of equal or higher value. The Prize is subject to any Prize Restrictions specified above. All Prize values stated are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of preparation of these terms and conditions.</p> <p>p. All Prizes and parts of the Prize are subject to availability, non-transferable and non-exchangeable, must be used on or by any dates specified in these terms and conditions and as stipulated by the Prize Provider and are not redeemable for cash unless cash is specified.</p> <p>q. Unless otherwise stipulated in this agreement, if the Prize must be used on a specific date (Expiry), and the Winner is unable to use it on that date, the Winner will forfeit the Prize and the Promoter may select a new winner in its absolute discretion on or before Expiry.</p> <p>r. If a Winner fails to collect their Prize within 3 months (or as otherwise specified in these terms), the Winner forfeits any rights to the Prize and the Promoter may, in its absolute discretion, withdraw the Prize.</p> <p>s. The Promoter and Prize Provider will not be responsible or liable if, for any reason beyond their reasonable control, any element of any Prize is not provided. The Promoter will not be liable for any damage to or delay in transit of Prizes, or for any compensation in relation to those Prizes.</p> <p>t. A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the Prize awarded under these conditions of entry and will not be responsible for breach of any such implied terms.</p> <p>u. The Promoter and its agencies and representatives associated with this Promotion, including any Prize Provider, will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).</p> <p>v. The Promoter and Prize Provider accept no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought. The Promoter takes no responsibility for variations in the Prize value.</p> <p>w. You must not, in connection with this Promotion:</p> <ul style="list-style-type: none"> i. tamper with the entry process; ii. engage in any conduct that may jeopardise the fair and proper conduct of a competition; iii. act in a disruptive, annoying, threatening, abusive or harassing manner; iv. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with a competition; v. breach any law; or vi. behave in a way that is otherwise inappropriate. <p>x. If You or your entry are deemed by the Promoter to breach these Terms, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter and its representatives may conduct security and ID verification checks in their absolute discretion to determine an Entrant's eligibility to enter a competition and/or win a Prize. The Promoter may, at any time, require You to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion to determine the identity of the entrant. Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.</p>
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