

**SCHEDULE**

<b>PROMOTION</b>	Win a 6-month Fernwood Fitness membership
<b>PROMOTER</b>	Fernwood Women's Health Clubs Pty. LTD. ABN 39 093 200 901, Level 1, 49 Elizabeth Street, Richmond VIC 3121, Australia. Ph: 03 9630 8800
<b>PROMOTIONAL PERIOD</b>	<b>START DATE</b> 10/07/2023 at 12:01 am AEST <b>END DATE</b> 07/08/2023 at 11:59pm AEDT
<b>ELIGIBLE ENTRANTS</b>	Entry is only open to Australian residents who are not already members of Fernwood Fitness
<b>HOW TO ENTER</b>	To enter the Promotion, the entrant must do either of the following during the promotional period:  Follow the prompts to the Promotion entry page, <a href="https://www.fernwoodfitness.com.au/campaign/ABS">https://www.fernwoodfitness.com.au/campaign/ABS</a> and fully complete and submit the online entry form with their personal details (first name, last name, email address and phone number).
<b>ENTRIES PERMITTED</b>	Limit one (1) entry submission per person. The entrant is eligible to win a maximum of one (1) prize.
<b>TOTAL PRIZE POOL</b>	AUD \$3,600

<b>PRIZE DESCRIPTION</b>	<b>NUMBER OF PRIZES</b>	<b>VALUE (PER PRIZE)</b>	<b>WINNING METHOD</b>	<b>CONDITIONS</b>
One (1) six (6) month membership at the winner's local Fernwood Fitness Health Club, plus one (1) 6-month membership for a friend.  Fernwood Fitness are women's-only fitness centres. Prize cannot be used in conjunction with any other offer or pricing discount. For health and safety purposes the winner will be required to complete a health screen questionnaire.	1	AUD \$1200	Draw: computerised random selection – 4/08/2023 at 2:30 pm AEDT	Prize is non-transferable, substitutable, exchangeable, or redeemable for cash (including any unused portion).

<b>WINNER NOTIFICATION</b>	The winner will be notified directly by an email on 21 August, 2023 by Fernwood Women's Health Clubs. Details of the winners will be published on <a href="http://www.fernwoodfitness.com.au/terms/competitions">www.fernwoodfitness.com.au/terms/competitions</a>
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<b>UNCLAIMED PRIZE</b>	Prize must be claimed by 18/09/23 at 2:30 pm AEDT. The prize, if unclaimed, will be redrawn on 20/09/23 at 2:30 pm AEDT at Fernwood Fitness, Level 1, 49 Elizabeth Street, Richmond VIC 3121, Australia. The winner of the redraw will be notified by email within two (2) business days of the draw.
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1. The entrant agrees and acknowledges that they have read these Conditions of entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies associated with this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. 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.
5. Draws:
  - a) The draw will take place at Fernwood Fitness, Level 1, 49 Elizabeth Street, Richmond VIC 3121, Australia at 2:30pm AEDT on 21/08/2023 using computerised random selection.
  - b) The first entry drawn will be the winner of the prize specified in the Schedule table above. One (1) prize winner will be selected. The prize is subject to prize terms and conditions outlined in the Schedule table above. All eligible entries will be selected at random until one (1) winner has been drawn from Fernwood's online program that tracks this eligibility.
  - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
9. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
10. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
11. Each prize will be awarded to the person named in the winning entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.

12. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at [www.fernwoodfitness.com.au/privacy](http://www.fernwoodfitness.com.au/privacy). The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter may transfer entrants' personal information to countries specified in the Promoter's privacy policy. Entrants acknowledge that the Promoter cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering this promotion, entrants consent to overseas transfer on these terms and agree that the Promoter is not liable for any such breach.
13. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
14. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
15. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third-party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. 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 use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.

20. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
21. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
22. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.