

Million Moves Promotion 7

Promotion Name

Myzone Million Moves MEPs Competition

Game Type

This is a single lottery based on chance with no fee for entry. Entrants are required to follow the Entry Process below to participate in the Competition. Entrants must comply with the below entry terms to be valid for competition.

Promoter

Fitness Australia Limited T/As AUSactiveACN 131 422 403

Address: Suite 2.01, Level 2, 90-96 Bourke Road, Alexandria NSW 2015

Relevant State(s): Offer only available in Queensland.

Promotion Period

The Promotion starts at 12:01am AEST 02/04/2024.

The Promotion closes at the 11:59pm AEST 21/05/2024.

Eligible Persons

1. An individual is an Eligible Person if they are:

- (a) Over 16 years old; and
- (b) An Australian resident in Queensland.

2. Directors, management, employees, officers and contractors of the Promoter who are directly involved in the management of the Promotion (and their Immediate Families) or of the agencies or organisations associated with this Promotion are ineligible to enter. Immediate Families means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

Entry Procedure

There is one public method of entry into the competition.

To enter, you must connect to the Myzone Million Moves challenge by downloading the Myzone app and utilising the electorate specific registration code.

To be eligible to go in the draw you must achieve 1,575 MEPS by the end of the Promotion period 21/05/2024.

Plus, all participants from the electorate team with the highest total MEPS by the end of the Promotion period 21/05/2024 will receive a second entry into the draw.

One winner will be selected from **Myzone digital randomiser** at random and notified via the email address provided.

Million Moves Promotion 7

Entry Restrictions

The entrant is responsible for having full and ongoing access to their email account.

Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. The Promoter will consider entries received final.

Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.

Entrants can only enter the promotion in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the competition and all entries of that entrant, at the discretion of the Promoter, may be deemed invalid.

Entries must be submitted in English.

In the instance where a person enters more than once, the Promoter reserves the right to render all entries submitted by that entrant invalid.

Entrants must be willing to have their name and state published on the Promoter's Facebook page, Instagram, Twitter or other publication nominated by Fitness Australia Limited T/As AUSactive.

The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these terms and conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion including without limitation to, the use or suspected use of:

- a) multiple entries for the competition;
- b) offering any type of compensation (monetary or otherwise) in exchange for a prize.

Maximum Number of Entries per Entrant

There is a limit of one entry per Eligible Person and the competition is free to enter

Judging

Entries will be drawn at random by Fitness Australia Limited T/As AUSactive.

Draw will occur as per the **Promotion Period**, unless otherwise specified.

On conclusion of the Promotion, the Fitness Australia Limited T/As AUSactive will select a total of 1 winning entry.

Verification Requirements

The winner will be required to verify their identity and provide proof of age and

Million Moves Promotion 7

residency status prior to receiving their prize. Identification considered suitable for verification is at the Promoter's reasonable discretion.

Prize Details

The winning prize will consist of:

- (a) LiFT Strength & Conditioning 6 month membership valued at \$1430.

The total prize is valued at approximately \$1430.

The Prize value is the recommended retail value as provided by the supplier; is in Australian dollars and is correct at competition launch date 02/04/2024.

The use of specific brands as prizes by Fitness Australia Limited T/As AUSactive does not imply any affiliation with or endorsement of such brands.

The prize is non-transferable and non-exchangeable, and no cash alternatives will be provided.

Fitness Australia Limited T/As AUSactive reserves the right to substitute the winning prize or components thereof with items of equal or greater value if circumstances beyond our control require doing so.

Fitness Australia Limited T/As AUSactive's decision on any aspect of the competition is final and binding, and no correspondence will be entered into about it.

Prize Restrictions (if any)

A tax invoice or receipt will not be issued to the Winner.

The prize is non-transferable and cannot be exchanged or taken for cash.

The Winner agrees to make themselves available for publicity opportunities at the discretion of the Promoter after the collection of the Prize.

Notification of Winners

The winner will be notified via email or telephone no later than seven (7) business days after the date of the Prize draw.

If the winner does not respond to the emails informing them of their win within 14 days of the second email, they forfeit their right to the prize, and Fitness Australia Limited T/As AUSactive reserves the right to select and notify a new winner.

Prize Claim Date and Instructions

Claim date:

The Prize must be claimed within thirty days from the Promotion Period on the 21/05/2024.

Million Moves Promotion 7

The winner must respond to the email announcing them as the winner of the membership.

Membership is subject to the LiFT Strength and Conditioning general terms and conditions.

Privacy

By entering the competition, the entrant consents to receipt of any email regarding the competition from the Promoter.

All entries become the property of the Promoter. The collection, use and disclosure of personal information provided in connection with this competition are governed by these Terms and Conditions.

By entering the competition you agree that any personal information that you provide when entering the competition will be used by Jetts Fitness Pty Ltd for the purposes of administering the competition and for the other purposes as specified in our Privacy Policy: [AUSActive Privacy Policy](#)

By entering this competition, you agree to be contacted by Fitness Australia Limited T/As AUSactive in future for marketing purposes. You have the right to opt out of marketing and communication emails.

All entrants may request information on the winning participant by emailing millionmoves@ausactive.org.au

If requested by Fitness Australia Limited T/As AUSactive, the winner agrees to release their first name to any other competition participants.

The winner's first name will be announced on Fitness Australia Limited T/As AUSactive's social media with images and content being used for future campaigns until determined otherwise through mutual agreement.

If an entrant does not truthfully provide all requested personal information, the Promoter may determine that the entrant is not eligible to win a Prize.

TRADE PROMOTION TERMS AND CONDITIONS OF ENTRY

1. These Terms and Conditions incorporate and must be read together with the Schedule for the Promotion. The Schedule prevails to the extent of any inconsistencies with these Terms and Conditions. Entry into this Promotion constitutes acceptance of these Terms and Conditions.

Million Moves Promotion 7

2. The Promoter is Fitness Australia Limited T/As AUSactive ACN 131 422 403 Suite 2.01, Level 2, 90-96 Bourke Road, Alexandria NSW 2015 .

3. Any capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, except where stated otherwise. Unless the contrary intention appears, a reference in these terms to the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency or entity.

ELIGIBILITY TO ENTER

4. Entry to the Promotion is open to residents of the Relevant State(s) who are Eligible Persons as described in the Schedule and meet the Entry Restrictions (if any).

ENTRY

5. The Promotion will be conducted during the Promotion Period. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.

6. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form. Computer generated or other automated entries will not be accepted.

7. All valid entries received during the Promotion Period will be entered in the Promotion, and the prize draw, if the Promotion is a game of chance.

8. Once submitted, the entrant cannot alter or delete their entry.

9. Entrants may enter the Promotion up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must each separately meet any product purchase requirement specified in the Entry Procedure (if applicable). Excess entries will be deemed invalid.

10. Entries must be received by the Promoter during the Promotion Period. Email and electronic entries are deemed to have been received at the time of receipt into the Promoter’s database and not at the time of transmission by the entrant.

11. If the Promotion involves entry via a website, the cost of accessing the website will be dependent upon the Entrant’s individual Internet Service Provider.

12. All Entries (including photographs and videos) become and remain the property of the Promoter upon submission and will not be returned to Entrants.

JUDGING OF ENTRIES FOR GAMES OF SKILL

Million Moves Promotion 7

13. Each valid entry will be individually judged (by representatives of the Promoter) based on the Judging Criteria.

14. The Prize(s) will be awarded to the valid entrant or entrants (as applicable) whose entry or entries best meet the Judging Criteria, as determined by the judges, in accordance with the Prize Details. Entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be invalid.

15. The judges' decisions are final and no correspondence will be entered into.

PROMOTIONS CONDUCTED VIA A SOCIAL NETWORKING SITE

16. If the Promotion is conducted via the Social Networking Site, entrants acknowledge that the Promotion is in no way sponsored, endorsed, or administered by, or associated with the Social Networking Site.

17. Entrants acknowledge that any information they provide in connection with the Promotion is provided to the Promoter and not to the Social Networking Site.

18. Any questions, comments or complaints regarding the Promotion will be directed to the Promoter and not to the Social Networking Site.

19. Entrants release the Social Networking Site and its associated companies from all liability arising in respect of the Promotion, to the extent allowable by law.

ENTRY CONTENT AND VALIDITY

20. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. For the purposes of these content requirements, Entry Materials includes any material (including but not limited to, drawings, artwork, images, text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.

21. Incomplete and illegible entries will be deemed invalid. Entries that breach these Terms and Conditions or any other content guidelines notified by the Promoter during the Promotion Period will also be deemed invalid.

22. Entries submitted by persons who are not Eligible Persons will be deemed invalid. The Promoter may not assess each entry however, winning entries will be scrutinised.

23. If an entry is invalid or if an entrant is unable or refuses to take part in any element of this Promotion, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.

Million Moves Promotion 7

24. If for any reason, the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these Terms and Conditions or that their entry is otherwise invalid, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.

25. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's reasonable satisfaction, the entry will be deemed invalid.

CONSENTS AND PERMISSIONS

26. An entrant's entry must not include: (a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person; (b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (including but not limited to, any content involving nudity, malice, excessive violence or swearing); and (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Terms and Conditions.

27. By entering this Promotion all entrants: (a) consent to the Promoter using and publishing (and authorising others to use and publish) their name, character, likeness, image, voice or anything else that identifies them for the purposes of any promotion or matter incidental to the Promotion, including future similar promotions, and at any time during or after the Promotional Period and via any means (including but not limited to, any national print media, the Promoter's website and any other promotional material); (b) assign (and, if necessary, will in the future assign) all intellectual property rights (including copyright) in their Entry Materials in relation to all media (including but not limited to, the internet) and whether in existence now or created in the future; (c) unconditionally and irrevocably:

(i) consent to any act or omission that would otherwise infringe any of their moral rights in the Entry Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given;

(ii) waive all moral rights that arise outside Australia; and

(iii) agree not to institute, maintain or support any claim or proceeding for infringement of their moral rights in the Entry Materials;(d) warrant to the Promoter

Million Moves Promotion 7

that their entry is the original independent creation of the entrant and free from any claims, including copyright or trademark claims, by other persons.

28. If the Promotion involves the publication of Entry Materials on a website, the Promoter accepts no responsibility or liability where an entrant's photos, images or other Entry Materials are downloaded from the website by any persons, and for any matters after such download. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take down any part of an entrant's entry.

PRIZES – GENERAL

29. If the prize involves a winner meeting or attending a function with a celebrity or other public figure, the Promoter will not be liable for the failure of the winner (and their companion(s), if applicable) to meet that person or failure of that person to attend the function, for whatever reason.

30. The Promoter may, at its discretion, require any person taking, accepting or participating in any prize to be 18 years or over.

31. The Promoter reserves the right to appoint a chaperone to accompany the participants taking the prize. The participants agree to the chaperone being present with them for the duration of the prize and agree to comply with any reasonable directions or guidelines given to them by the Promoter or their chaperone.

32. The prize must be taken as offered and cannot be varied unless authorised by the Promoter. The prize value includes GST and is in Australian dollars and is correct at the time of printing. The Promoter accepts no responsibility for any variation in prize value.

33. Prizes are not transferable, exchangeable or redeemable for cash. Prizes cannot be sold to a third party including, online auctions and private sales. Unused portions of prizes will be forfeited and no compensation will be paid in lieu of that element of the prize.

34. Subject to the approval process required by any relevant gaming or lotteries authority, in the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure within Australia, the Promoter reserves the right to substitute a different prize item of equal or greater value, subject to any written directions from any relevant regulatory, judicial or government authority.

35. Where prizes are lost, stolen, damaged or tampered with, for reasons beyond the control of the Promoter, the Promoter is not liable.

36. Without limiting the above terms and conditions, the Promoter may at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in the Prize Details).

Million Moves Promotion 7

37. Except to the extent required by any law, including the Australian Consumer Law, the Promoter and its associated companies make no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any prize or the failure of any prize to be of acceptable quality.

38. Prizes and participation in the Promotion are subject to any terms and conditions imposed by the supplier or organiser of the prize, as applicable.

39. These Terms and Conditions do not exclude or limit the application of any statutory provision (including a provision of the Competition and Consumer Act 2010 (Cth) where to do so would contravene that statute or cause any part of these Terms and Conditions to be void.

PRIZES – PROVISIONS RELATING TO TYPES OF PRIZES

40. The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.

41. If a prize includes vouchers, the vouchers are only valid until the voucher expiry date specified on the voucher or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.

42. If a prize includes tickets, including tickets to an event, the tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.

43. If a prize includes travel, the prize must be booked and completed as specified by the Promoter or by the supplier of the prize. If the prize is event based, any travel provided as part of the prize must be taken on the dates specified by the Promoter to coincide with the event. The prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant providers. All costs associated with a travel prize which are not expressly stated in the Schedule to be included, including additional spending money, passport and visa costs, transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance (if not included in the prize) and documents to travel to the relevant place(s) (including passports and visas, if required). Any alterations or extensions to confirmed prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel prize and any costs incurred by the winner or any travelling companion(s) as a result (including

Million Moves Promotion 7

accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize. It is the entrant's responsibility to check and prepare for travel warnings and any perceived hazards with appropriate authorities, including www.dfat.gov.au. The Promoter is not responsible for any illness, injury or property damage that affects the winner while undertaking the travel prize.

44. If the prize involves a winner attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner (and their companion(s), if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the prize. If the event is varied or postponed, the Promoter, where reasonable, will try to vary arrangements to allow the winner (and their companion(s)) to attend the varied or postponed event (unless doing so would involve additional costs to the Promoter).

CLAIMING PRIZES

45. Prizes must be claimed by the Prize Claim Date in accordance with any Claim Instructions set out in the Schedule. If a prize is not accepted by, or failing all reasonable efforts by the Promoter, is not delivered to the prize winner, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State or Territory of residence published in accordance with the Unclaimed Prize Arrangements, subject to any directions given by any relevant authority.

CANCELLATION OF COMPETITION

46. If, for any reason, the Promotion or any of the prizes are not capable of being run or offered as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it. Any actions are subject to State and Territory regulations and may include cancellation, termination, modification or suspension of the Promotion.

47. The Promoter may also cancel, suspend or modify the Promotion if the determination of the prize winner or the delivery of the prize is prevented or hindered by any external event beyond the control of the Promoter, including but not limited to, vandalism, power failure, tempest, natural disaster, acts of God, civil unrest, strikes or other industrial action. If the Promotion is not capable of being run as planned, for reasons outlined above, the Promoter will not be liable for any loss or damage of any kind to entrants arising out of any resultant action taken by the Promoter.

Million Moves Promotion 7

PRIVACY AND INFORMATION

48. The Promoter may collect the following personal information provided by entrants when entering or participating in this Promotion (including without limitation in their Entry Materials, transactional information, when you shopped, where you shopped, how you paid and what you purchased, address, phone number, name, age, passport number, drivers license number, information obtained from any Promotion partners, information you provide when submitting any questions or queries regarding the Promotion) or by entrants doing anything in connection with this Promotion.

49. The Promoter may use your personal information to conduct the Promotion, to ask you questions, to contact you about any matter in connection with the The business or the Promotion, to contact entrants if they are winners, to conduct research and marketing activities (including to inform entrants about special offers, marketing, events, promotions, product launches and other special events and discounts from the Promoter such as new products or promotions and to become part of databases maintained by the Promoter or associated entities), to conduct market research (including to improve and help Promoter better tailor its product and service offering , including developing new products, services, promotional offers and shopping opportunities) and to conduct market research and other forms of analysis, unless the entrant opted out of participating in such activities in the section provided on the entry form, and otherwise in accordance with the Promoter's Privacy Policy. If you provide your email address or mobile phone number you consent to the Promoter using your email address to email you and/or your mobile telephone number to SMS you for any of the purposes listed above

50. Entrants can advise the Promoter at any time if they no longer wish to participate in any such research and marketing activities. Otherwise, their consent will remain current until specifically withdrawn. The Promoter may disclose entrants' personal information for the above purposes to other companies associated with this Promotion, related bodies corporate of the Promoter, the Promoter's information technology providers and database service providers and other entities which provide research and marketing services to the Promoter.

51. The Promoter may engage other persons or organisations (for example, the Promoter's suppliers, prize donators, competition and promotion agencies, data mail houses, data processing organisations, marketing researchers, specialist call centres and service providers) to assist the Promoter in carrying out the above purposes. Some of these organisations may be located overseas. Your personal information may be disclosed to such persons or organisations for these purposes and, in providing a service, they may contact you directly. In some circumstances, they may disclose personal information they collected from you to the Promoter or one or more of the purposes already mentioned. The Promoter will hold and use all personal information it collects from third parties about you for the purposes described in this notice.

52. The Promoter may also disclose your personal information as required by law.

Million Moves Promotion 7

53. If entrants do not provide the personal information requested by the Promoter, they may not participate in the Promotion (except where the provision of that information is optional). Winners' names will be published and retained as required under relevant legislation. An entrant may, at any time, request to access, update or correct any information, or to have their details removed from the Promoter's database(s) and such request will be considered in accordance with the requirements of the Privacy Act. Such requests should be directed to the Promoter at its address set out in item 2. The Promoter's Privacy Policy can be viewed [AUSactive Privacy Policy](#).

INDEMNITY AND LIABILITY

54. Unless required by any law, including the Australian Consumer Law, the Promoter, its related bodies corporate and their respective officers and employees, its agents, its contractors, its associated entities and their respective officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this Promotion (including entry, collation of entrant details, prize draw and determination of the winner(s)), promotion of this Promotion, use or acceptance of the prize or the prize itself, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).

55. If requested by the Promoter, any entrant or winner (and their companion(s), if applicable) (or if an entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this competition and/or providing the prize prior to undertaking any specified activities forming part of the competition, acceptance or use of the prize or the prize itself. If any entrant, winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the Promoter, within the time requested by the Promoter, the relevant entrant's or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the prize will be deemed unclaimed and the Promoter has a right to re-draw the prize in accordance with the Unclaimed Prize Arrangements in the Schedule.

56. Without limiting the previous paragraphs, the Promoter, its related bodies corporate, its agents and its associated entities will not be liable for any damage to or delay in transit of prizes.

57. If other entities are conducting the promotion in conjunction with the Promoter, the Promoter is not liable for any error made by the other entity when communicating details of the Promotion, the entry process, the prize draw, the prize, determination of the winner and promoting the Promotion.

GENERAL

Million Moves Promotion 7

58. The Promoter reserves the right in its sole discretion to verify the validity of entries and to disqualify any entrant (or voter if applicable) who tampers with the entry (or voting process), or who submits an entry which is not in accordance with these Terms and Conditions, or who the Promoter has reason to believe has breached any of these Terms and Conditions, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

59. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

60. The Promoter accepts no responsibility for any tax implications that may arise from acceptance of the prize winnings. Entrants should seek independent financial advice prior to entering the Promotion.

61. The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend a prize or cease to provide any prize to a winner if the entrant or winner or any companion(s) are, in the reasonable opinion of the Promoter, under the influence of alcohol or drugs, behaving aggressively, disruptively, or in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or are engaging in conduct that is misleading, deceptive, contrary to law or is otherwise inappropriate.

62. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.

63. No responsibility will be taken for unsuitable, lost, deleted, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

64. Entries which are to be published on a website will be subject to a moderation process before being visible on the website.

65. The Promoter may require the winner(s) to provide identification as requested by the Promoter including but not limited to, proof of identity, age, residency, employment, supply to the Promoter or engagement by the Promoter. Identification considered suitable for verification is at the Promoter's reasonable discretion.

66. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).

67. In order to participate in this Promotion and/or the activities which may be awarded as part of the prize, the winner (and their companion(s), if applicable) must

Million Moves Promotion 7

comply with applicable health, fitness, skill, balance, dexterity and any other requirements normally associated with the particular activity. It is the entrant's responsibility to ensure that they (and their companion(s), if applicable) are sufficiently healthy and fit so as to safely participate in this promotion and/or undertake the activities awarded as part of the prize. The entrant or winner must comply with all requirements and directions of the people responsible for the conduct of the relevant activity and must ensure that their companion(s) also comply (if applicable). If the Promoter reasonably believes that the entrant, winner or their companion(s) will not be able to comply with such requirements, the Promoter may deem the entrant, winner or their companion(s) not sufficiently healthy or fit to participate in the Promotion.