

8 WEEK CHALLENGE

Terms and Conditions

The following terms and conditions apply to entrants in the 2017 Fit For Life 24/7 8 week Challenges (The Challenge):

By clicking "I agree", you agree to be personally bound by these terms and conditions, these terms apply to the use of this Website and Facebook forum including the use of the information services provided through this Website.

Upon registration as a member, you will create a username and password for your account. You must not disclose these details to anyone else or allow anyone else to use your account and password. You are entirely responsible for any access to your account, and acknowledge that any access to or use of your account by means of the password associated with that account is deemed to be access or use by you. This includes any purchases made through your account.

If you breach these terms and conditions, you acknowledge that we may immediately suspend or terminate your account, and take appropriate legal action (if we choose) against you alone. Further you acknowledge that The Challenge is entitled to suspend or terminate your use of the Website at any time if The Challenge considers that you have brought, or may bring, the reputation of The Challenge or its members into disrepute.

GENERAL

1. The Challenge is conducted by Fit For Life 24/7 PTY LTD, 1/4 Network drive Carrum Downs. ABN 82 608 806 739. Phone: (03) 97751439 Email: challenge@fitforlife247.com.au (The Promoter).
2. The Challenge is open to people residing in Australia for the duration of the Challenge and only over the age of 16 years (Private entrant only) and 18 years (Public entrant) at the time. Employees and immediate family of Fit For Life 24/7 employees are not eligible to enter.
 - 2.1 all supplements and products used throughout the challenge have to be purchased from fit for life 24/7 to be eligible for prizes.
 - 2.2. Registered Challenge participants must not use any illegal medications or drugs, including banned substances as defined by WADA during the Challenge (www.wada-ama.org). Prescription medication is only permitted when prescribed by a health professional for legitimate medical conditions.
3. Registrations for The Challenge close at 11.59PM (AEDT) On the designated times set out on the website for each challenge through the year
4. Challenge participants must register online at www.8weekchallenge.net.au
5. To be eligible for the optional challenge competition you must have a standard (non-private) account, and complete all check-ins during the challenge.
6. Registrations must be completed in full for the entry to be valid.
7. Only one entry is permitted per person.
8. The winners will be determined by a panel of judges selected from management of Australian sports nutrition.
9. The judge's decision will be final and no correspondence will be entered into.
10. The Top 10 transformations as judged will be announced on the Wednesday before Mondays winning announcement . All Top 10 transformations will be notified via their registered email address, and Facebook message.
11. The Top 10 transformations will be announced on the Monday after the finish date and will be notified in writing and/or by phone within 72 hours. The Top 10 transformations will be posted on the Challenge Website's: www.8weekchallenge.net.au
12. Any winner who cannot be contacted by Monday will be disqualified and the next eligible entrant will be selected by the judging panel.
13. Registered Challenge participants agree to receive all forms of communications from the Challenge Administration Team if required via contact points supplied as part of the registration process. This may include SMS messages, emails, messages sent to participant's personal Challenge profile page or phone calls if required to advise participants of important information pertinent to their Challenge or Challenge activity.
14. Registered Challenge participants who have any medical conditions (physical and/or mental) or are taking any medication should check with their health professional before entering.
15. Registered Challenge participants are recommended to use and must purchase their products from Fit For Life 24/7 during the 8 weeks of the Challenge to be eligible to win.
16. Competitor products may not be recommended, endorsed or advertised on any of the Fit For Life 24/7 Challenge websites or social media platforms. We reserve the right to remove any posts or images we deem in breach of this.
17. Registered Challenge participants must not use any illegal medications or drugs, including banned substances as defined by WADA during the Challenge (www.wada-ama.org). Prescription medication is only permitted when prescribed by a health professional for legitimate medical conditions.
18. Registered Challenge participants assume all risk of injury, harm or loss of any kind arising from participation in the Challenge. Entrants should seek advice from appropriate health professionals before undertaking The Challenge or any diet or exercise program.
19. By registering for the Challenge with a standard 'public' account participants acknowledge that the information and photos provided in their entry forms, blogs and completion forms may be used for marketing, promotional or any other purposes as deemed appropriate by Fit For Life 24/7
20. Registered Challenge participants are also encouraged to post their profiles on social media websites such as Facebook and Twitter and agree when registered as 'public' that Fit For Life 24/7 may do the same on their behalf to market the Challenge.
21. Winners that secure Sponsorship deals are required to sign a contract with Fit For Life 24/7 and agree to the terms and conditions therein.
22. By participating, Registered Challenge participants agree to accept these terms and conditions and the decisions of the judges, whose decisions are final and binding in all respects. By entering the Challenge you also agree to release, discharge and hold harmless Fit For Life 24/7 and its respective parent, affiliates, subsidiaries, advertising, promotion and internet agencies, contractors and their respective officers, directors, employees and agents, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the contest or the acceptance, use/misuse or possession of a prize for perpetuity. All federal, state and local laws and regulations apply.
23. Registered Challenge participants can purchase Fit For Life 24/7 approved products at 1/4 Network drive Carrum Downs or from the website shipped Australia wide.
24. Registered Challenge participants will be deemed to have successfully 'completed' the / Challenge having met the following criteria:

25. Successfully completed all requirements for both the registration and completion processes at the beginning and end of the Challenge in the specific timeframes provided. Registration for the Challenge must be successfully completed in the allowed timeframe. The Completion Process for the Challenge must be completed in the allowed timeframe stated on the website starting and ending dates for each challenge.
26. Adhered to all relevant terms and conditions outlined herein throughout the entirety of the Challenge
27. For any further details the Challenge Administration Team can be contacted on 03 9775 1439 Alternately via email at challenge@fitforlife247.com.au
28. Registration as a member covers a set time frame of one Challenge only. Each Challenge opens and closes on specific dates and access to the Website cannot be extended outside of these times. Content on the site unlocks sequentially over the course of a Challenge, and all downloadable content associated with that Challenge will cease to be accessible as at 11.59pm Sunday AEST of Week 8 of the Challenge.
29. Upon conclusion of the Challenge and at the official completion date, Challenger's profiles will be deleted and (no information will be saved) at the completion of the Challenge.
30. These terms and conditions may be changed or updated from time to time.

PRIZES

18. Prizes to be awarded during the 2016 / Challenge are as follows:

- 18.1. / Grand Champion - The 2017 Fit For Llife 24/7 Challenge Grand Champion(s) will win a 12 month membership to fit for life 24/7, and a 10 pack of Fit For Llife 24/7 personal training sessions and a \$250 gift card. Our Grand Champions will also be featured in other media and in any and all marketing activities/events throughout a 6 month period.
- 18.2. / 2nd Runner up Prize - The 2nd place winner(s) will receive a 6 month Fit For Llife 24/7/Fit membership and a \$100 gift card*. The 2nd place winners will also have the opportunity to be featured in other media and in any and all marketing activities/events throughout a 6 month period.
- 18.3. / 3rd Runner up Prize - Our 3rd place winner(s) will receive a 3 month Fit For Llife 24/7 membership and a \$50 gift card*. The 3rd place winners will also have the opportunity to be featured in other media and in any and all marketing activities/events throughout a 6 month period.
- 18.4. / People's Choice – Fit For Llife 24/7 will be awarding 2 (two) Gift Packs (1 in each competition), to the Fit For Llife 24/7 Challenge participants that receives the highest number of public votes and whom the judging panel deem to have completed a great transformation but not made our top ten. Selection of same will be at the sole discretion of the judging panel.
- 18.5 To be eligible for the optional challenge competition you must have chosen "Yes - I want to enter the Challenge Competition" in your profile settings, and complete week 4 and 8 check-in points, as well as the final week 12 completion process. Please note that if you are participating in the Challenge competition your profile images will be visible to the general public during public voting and potentially used in Challenge marketing and advertising. *optional depending on contractual agreement

PRIVACY POLICY

26. Our privacy policy voluntarily complies with new Federal Government guidelines issued by the Privacy Commissioner and effective as of 21 December 2001. If you require further information regarding the guidelines, please go to the website of the Office of the Federal Privacy Commissioner.

Information collection and use:

27. When you register for the Challenge, we ask for your name, email address, telephone number and some other particulars. As a result, once you register and sign up for the Challenge, you are not anonymous to us. We collect, hold and use your personal information for a number of purposes, as outlined below: Providing services to you and operating the Website

In general, we use the information that we collect to:

- assist us in providing goods and services to you;
- contact you or respond to your queries;
- display, update and maintain the content of the Website;
- tailor your experience of the Website and our communications to you; and
- send information about future events, regular email communications or newsletters (both electronic and hardcopy) outlining news, services, sms communication or events.

27.1. We also automatically receive and record information on our server logs from your browser, including your IP address, our cookie information and the page(s) you requested.

27.2. We use personal information to fulfil your requests and requirements throughout and after the Challenge.

27.3. We will not use personal information for any purpose without your consent.

Information sharing and disclosure:

28. We will not sell or rent your personally identifiable information to anyone. We may send personally identifiable information about you to other companies or people when:

28.1 We have your consent to share the information;

28.2 We need to share your information to provide a product or service you have requested;

28.3 We need to send the information to companies or contractors who work on behalf of us to provide a product or service to you.

(These companies or contractors do not have any right to use the personally identifiable information we provide to them beyond what is necessary to assist us in helping of providing a product or service to you)

28.4. We find that your actions on our websites violate the Terms of Service or any of our usage guidelines for specific products or services.

Changes to this Privacy Policy:

29. We may amend this policy in the future. If we make any substantial changes in the way we use your personal information, we will notify you by posting a prominent announcement and/or communicating these changes with you in other ways such as email or electronic newsletter.

Your consent:

30. By participating in the Challenge, you agree that you have been adequately informed of our privacy policy, have the capacity to understand it, and provide your voluntary consent for us to collect, use and disclose personal information in accordance with this policy.

PAYMENT AND REFUNDS

All registrations and payments are subject to acceptance by us. Acceptance (or rejection) of a registration will be notified to you as part of the registration procedure. Acceptance and continued access to our service is always subject to payment first being made by the Challenger.

We expect that Braintree will be used as the primary payment gateway for most financial transactions. We are not able to access the Challenger's credit card or other financial details and by accepting the Terms and Conditions at registration you agree that we will not be held liable for any loss you incur arising from your use of this payment method unless caused by our fraud or the fraud of our employees.

Our registration fees are GST inclusive.

We do not refund for change of mind or errors you made in your order. If it is agreed you are cancelling, no refund will be given as the registration pays for your supplement pack and nutrition plan. Once cancelled this means you will no longer have access to the Challenge website as well as any and all information.

SEEK ADVICE FROM MEDICAL PROFESSIONAL

As with any physical activity, it is important that before beginning any fitness regime, you consult with your health care professional to ensure that you are mindful of your current health and any restrictions that are appropriate for you. You should immediately seek medical attention if there are any unanticipated changes to your physical condition at any time.

No information contained in the Website is intended to be used as medical advice and the Website is not intended to be used to diagnose, treat, cure or prevent any medical condition (including any mental health conditions) or for any therapeutic purposes. Before relying on the information on the Website, you should carefully evaluate the accuracy and relevance of the information for their purposes and obtain appropriate professional medical advice.

You must consult a qualified medical professional if you have any questions concerning your medical condition or injury.

You require a moderate level of fitness to follow the exercise programs. Persons with pre-existing medical conditions, in poor health, or with any concerns as to commencement of a new fitness regime should consult with an appropriate healthcare professional before beginning any of these programs. You are responsible to make your own inquiries and seek independent advice from a healthcare professional before acting on any information or material made available to you through our Website. The information on the Website may not be suitable to your particular circumstances and is not a substitute for obtaining specific advice from a qualified health care professional. In particular, if you fall within one of the following classes of persons, then you should first consult a healthcare professional before following any exercise programs or using any of the information on the Website:

- Women who are pregnant and/or breastfeeding or who are trying to conceive a child;
- Persons with any ongoing physical condition such as:
- Persons suffering from cancer or other long term illness;
- Persons with liver disease, kidney disease, or renal failure,
- Persons with eating disorders;
- Persons with diabetes, blood pressure or cholesterol issues;
- Elderly persons;
- Persons recovering from or recently recovered from illness or injury; and
- Persons with a low body mass index.

Further, even if you do not fall into the above classes of persons, you acknowledge that the service that we provide on the Website is an information service only, and that you are solely responsible for (at your own discretion) following (or not following) any exercise program or regime that we provide as part of the information service. Our service does not include any supervision or monitoring of your activity, and we are not responsible for any injuries that you may suffer as a result of following the exercise program or regime.

QUALITY OF THE WEBSITE

We cannot guarantee that the Website will be error-free or uninterrupted. The Website and its content are delivered on an "as-is" and "as-available" basis. We cannot ensure that files you download from the Site will be free of viruses or contamination or destructive features. The delivery of video messages is dependent on third party providers and therefore not in our control. Low internet connection speeds and/or older operating systems and/or browsers may result in slower page load times and an inability to view videos on the website.

CHALLENGE FORUM

We expect all forum participants to interact with courtesy and respect. This applies when dealing with other forum members, moderators, administrators, Challenge Coaches and Ambassadors. You may use the Forum only to post comments, messages and material that are proper and appropriate to it and without limiting the generality of the foregoing you shall not do any of the following: post messages, send private messages (which are not moderated by us but must still comply with these Forum Terms) or post links to other sites that:

- (a) may be considered likely to provoke, offend, threaten, defame, stalk or harass others;
- (b) contain libellous, abusive, racist, sexist, homophobic, ageist, sexually explicit, obscene or otherwise vulgar or in bad taste material;
- (c) bully another user by deliberate, repeated and hostile behaviour intended to undermine, humiliate or belittle;
- (d) advertise or offer to sell products or services for profit or solicit other users for commercial purposes;
- (e) conduct or forward surveys or contests;
- (f) solicitation of personal interests/businesses or solicit other users for fundraising purposes

- (g) impersonate any person or entity or otherwise violate the legal rights (such as rights of privacy or intellectual property rights where applicable) of others; or
- (h) break the law or encourage unlawful activity.

PERMITTED USE

1. Unless otherwise indicated, all information contained in this web site is copyright © Fit For Life 24/7 8 week Challenge. All rights reserved. Apart from any use permitted under the Copyright Act 1968, you must not copy, frame, modify, transmit or distribute the material at this site without the consent of the copyright owner.

2. You are legally responsible for all User Content you submit;

3. You will not:

post or transmit any illegal, threatening, discriminatory, harassing, abusive, offensive, defamatory, racially or sexually vilifying, obscene, pornographic or indecent material of any kind (including Restricted or Prohibited Content in accordance with the National Classification Code), or any material in contempt of any court or parliament, or encourage any other person to do so;

- bypass (or attempt to bypass) any security mechanisms imposed by the Website;
- harvest or collect email addresses, photographs or personal information of other users;
- impersonate any person or entity;
- post or transmit false or misleading material or make any form of misleading or deceptive representation;
- knowingly post or transmit or permit the posting or transmission of any material, which contains a computer virus or other harmful data, code or material;

SEVERANCE & TERMINATION

The Challenge may in its sole and absolute discretion refuse registration, or suspend or terminate membership at any time and for any reason.

If a provision of these terms is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other terms.