

REVO PRIZE DRAW TERMS AND CONDITIONS

Promoter

The promoter is **Revo Fitness (Revo)** ABN 49 155 119 403 of 109 Stirling Highway, Nedlands WA 6009.

Promotion Period

The Revo Prize Draw begins on 29 June 2021 at 11.00am (Australian Western Standard Time) and ends on 03 July 2021 at 12.00pm (Australian Western Standard Time) (**Promotion Period**). The Promotion Period may be extended at the discretion of Revo where the Western Australian State Government mandated lockdown (**Lockdown**) is extended or a further lockdown is announced within 30 days of the end date of the Promotion Period.

Entry Restrictions

To be eligible to enter the Revo Prize Draw, the entrant must be a resident of Western Australia and must be a member of Revo Fitness that has elected to 'Opt In' during the Promotion Period (**Eligible Entrants**).

Entrants under 18 must obtain consent from their parent or guardian to enter. If a winner is under 18 years of age, Revo reserves the right in its absolute discretion to award the prize to the winner's parent or guardian and to require that the parent or guardian execute such acknowledgement, indemnity and release as reasonably required in the circumstances.

Directors, Employees or Personal Trainers of Revo Fitness along with their immediate family members are ineligible to enter the Revo Prize Draw. For clarity, an immediate family is defined as a spouse, de-facto partner, child, parent, grandparent, or sibling of an Employee, trainer or Director. It includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.

Entry Method

To enter the Revo Prize Draw an Eligible Entrant must click on 'Opt In' to continue to allow Revo to deduct the full amount of their membership payment during any Lockdown occurring during the Promotion Period. An Eligible Entrant will receive one (1) entry into the Revo Prize Draw upon making this election.

Draw Details

All valid entries will be included in the draw which is held as part of the Revo Prize Draw (**Draw**). The Draw will take place at 12pm 03/07/2021 at 109 Stirling Highway, Nedlands WA 6009. The Draw will be undertaken using an online random number generator.

Prize Details

There are 12 prizes to be won (each a **Prize**). The Prizes are to be drawn in order from 1 to 12.

A number of additional terms and conditions apply in respect of specific Prizes, as required by the third-party suppliers who have provided the Prizes. The additional terms and

conditions should be carefully read in addition to the below list of Prizes. The full list of Prizes is set out below:

- 1st Prize: a Rottnest Island Holiday consisting of a \$3,000.00 Accommodation voucher and \$1,000.000 spending money, to the value of \$4,000.00.
- Prizes 2 to 12: a one (1) year membership to a stated Revo Fitness location in Western Australia to the value of \$504.00.

Prize Pool

The total prize pool is valued at \$9,544.00.

Entry Limits

Eligible Entrants may enter as many times as they wish, provided that each entry is in accordance with the Entry Method section of these Terms & Conditions.

Winner Notification

Winners will be notified via email or telephone call immediately after the Draw to the email address or phone number associated with their membership account of Revo.

A full and complete winners list will be posted on the Revo website – revofitness.com.au within 48 hours of completion of the Draw.

Prize Delivery or Collection

Prize Delivery details will be notified at the time of Winner Notification. Revo may require any winner to collect the relevant prize from a specified location detailed to the winner on confirmation.

Any Prize supplied by a third-party supplier is subject to the prize delivery terms and conditions of that third-party supplier, which are outlined in the Third-Party Supplier Conditions.

Prize Claim Date and Time

Winners must claim Prizes on the earlier of 30 September 2021 or on the date which the Prize is being delivered expires. Prizes will only be awarded following winner validation and verification.

GENERAL TERMS AND CONDITIONS

1. This document, the instructions on how to enter the Revo Prize Draw and details contained within other promotional advertisements each form part of the Terms and Conditions.
2. Participation in the Revo Prize Draw constitutes the entrant's unconditional agreement to and acceptance of the Terms and Conditions.
3. The Revo Prize Draw will be conducted during the Promotion Period.
4. To enter the Revo Prize Draw, Eligible Entrants must follow the Entry Method during the Promotion Period.
5. Entries must be received by Revo during the Promotion Period. Revo is not liable for late, incomplete, misdirected, incorrectly submitted or delayed entries, claims or

correspondence due to error, omission, tampering, theft, destruction, communications failure or otherwise.

6. The Draw will be conducted at the time, date and location as stated in the Draw Details. The first valid entry randomly drawn from all valid entries received during the Promotion Period will be the 1st Prize and the second and subsequent valid entries drawn will be the winners of the remaining prizes in descending order.
7. All expenses other than those expressly referred to in these Terms and Conditions will be at the winner's cost. Revo will not be liable for the failure of the winner to meet travel schedules or any cancellations. No cash or other prize will be awarded if the winner or a companion of the winner cancels for any reason.
8. Revo may require the winner/s to provide identification as reasonably requested by Revo, including (without limitation) proof identity, proof of age and proof of residency.
9. Should an Eligible Entrant's contact details change during the Promotion Period, it is the Eligible Entrant's responsibility to notify Revo. Eligible Entrants can update details by contacting Revo or using the online membership portal.
10. Eligible Entrants consent to Revo using their name, likeness, image and/or voice, in the event that they are a winner of any of the Prizes for an unlimited period of time without remuneration or compensation for the purpose of promoting the Revo Prize Draw.
11. Revo reserves the right, at its absolute discretion, to disqualify any individual for tampering with the entry process, for engaging in any conduct (as determined by Revo) that in any way affects the fairness of the Revo Prize Draw or for breaching the Terms and Conditions.
12. Prizes must be taken as stated and are non-transferable, not exchangeable and not redeemable for cash. If for any reason the winner does not take an element of the Prize at the time stipulated by Revo, then that element of the Prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the Prize. Revo accepts no responsibility for any variation in Prize value.
13. Unless otherwise stated in these Terms and Conditions, if a Prize or any element of a Prize is unavailable for any reason, Revo may substitute that prize or element of that Prize for another item of equal or higher values as determined by Revo, subject to the approval of the Wagering and Gaming Commission of Western Australia, if required.
14. If a Prize has not been accepted or claimed on or before the Prize Claim Date and Time, then Revo cannot guarantee that the Prize will still be able to be collected or redeemed. For example, a voucher which forms part of the Prize may have expired. Revo will not be liable for any loss suffered or incurred by a winner as a result of such a delay in claiming a Prize.
15. If a Prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher. If the total value of the voucher is not used at the time of redemption, a new voucher may (subject to the conditions stipulated by the provider) be issued for the remaining amount. Any

such further voucher is valid for the remainder of the original voucher expiry period. Vouchers cannot be redeemed for further vouchers.

16. If a winner of any Prize is under 18 years of age, Revo reserves the right in its absolute discretion to award the Prize to the winner's parent or guardian and to require that the parent or guardian executed such acknowledgement, indemnity and release as reasonably required in the circumstances. This includes any Prizes that contain are liquor or any events that are restricted to strictly 18+.
17. Any Prize supplied by a third-party supplier is subject to the terms and conditions of that third-party supplier, which are outlined in the Third-Party Supplier Terms and Conditions for Specific Prizes. Revo is not responsible or liable for any loss, expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) as a result of the conduct of any third party supplier or otherwise as a result of the winner accepting and/or using a Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
18. Revo will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Revo Prize Draw or accepting or using any Prizes, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
19. Nothing in these Terms and Conditions restricts, excludes, modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
20. If, for any reason beyond the reasonable control of Revo, the Revo Prize Draw is not capable of running as planned (including in respect of the awarding and/or use of any Prize by a winner), Revo reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Revo Prize Draw, unless to do so would be prohibited by law. To the extent permitted by law, Revo will not be liable for any loss which is suffered or incurred as a result of any such action, cancellation, termination, modification or suspension.
21. Subject to being granted approval by the Gaming and Wagering Commission of Western Australia, Revo reserves the right to alter these Terms and Conditions, including to address any misinterpretation, misinformation or misunderstanding that may arise in the application of these Terms and Conditions.
22. In the event of a dispute relating to the Revo Prize Draw and these Terms and Conditions, the decision of Revo is final, and binding and no correspondence will be entered into.
23. Revo may collect Eligible Entrants' personal information, including name and contact details for the purpose of conducting the Revo Prize Draw, including

publicising results of the Revo Prize Draw. Uses may also include future promotion, marketing and publicity. Revo may disclose this information to an associated entity or other companies acting on Revo's behalf which include those located overseas in accordance with Revo's Privacy Policy. By entering the Revo Prize Draw, unless

otherwise advised by the Eligible Entrant, each Eligible Entrant consent to the retention and use of their information in this manner.

24. Revo will hold any Eligible Entrants' personal information in accordance with its Privacy Policy, which can be accessed at [privacy policy](#). REVO's Privacy Policy contains information about how individuals may access or correct personal information or make a privacy related complaint.
25. Unless the contrary intention appears, a reference in these Terms and Conditions or in any advertisement relating to the Revo Prize Draw, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
26. Where the Revo Prize Draw is promoted on Facebook, Instagram or Twitter, Eligible Entrants acknowledge that the Revo Prize Draw is in no way sponsored, endorsed or administered by or associated with any of these social media platforms and Eligible Entrants in the Revo Prize Draw release Facebook, Instagram and Twitter, and their associated companies from all liability arising from the Revo Prize Draw.
27. These Terms and Conditions are subject to the laws of Western Australia and all Eligible Entrants submit to the non-exclusive jurisdiction of the courts of Western Australia.

THIRD PARTY SUPPLIER TERMS AND CONDITIONS FOR SPECIFIC PRIZES

1st Prize – Rottnest Island Holiday

- Includes a voucher to the value of \$3,000.00 issued by the confirmed accommodation provider on terms and conditions approved by their upper management.
- Valid until 30/06/2022.
- \$1,000.00 spending money will be provided in the form of prepaid Visa or MasterCard voucher.
- Will be void and may not be redeemed after the expiry date.
- Is partially redeemable.
- Cash will not be given for any unused portion of the voucher.
- The prize will be collected from a specified location.

Prizes 2 to 12 – 1 year's Revo membership

- Each Revo Fitness Location will draw a random winner
- The winner will be notified via email or phone call.
- The 12 months of free membership will be manually removed from the person's Revo Fitness membership.
- The 12 months free membership will begin starting with their membership debit in August 2021.