

## **Terms and Conditions of Entry for the "BALANCE HEALTH CLUB 30 DAYS FREE PROMOTION" (Promotion)**

These terms and conditions of entry, including information on how to participate and prize details, apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.

The Promoter is Western Suburbs (Ncle) Leagues Club (ABN 24 000 973 919) (Promoter).

Offer is open to residents of Australia aged 18 years or older who are not current Balance Health Club members. Promotion period 16/01/2012 to 31/03/2012. To claim 30 days free plus pay no joining fee, visit a Balance Health Club, join a 12 month membership (excludes Heartmoves, My First Balance, Aquatics Memberships and Employer Paid Memberships) during the promotion period. Equivalent membership cost for 30 days will be deducted from the first month's direct debit or upfront payment. Participants must consult a medical practitioner or complete exercise history form prior to commencing a fitness program.

## **Terms and Conditions of Entry for the "BALANCE HEALTH CLUB KICK START PROMOTION" (Promotion)**

These terms and conditions of entry, including information on how to participate and prize details, apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.

The Promoter is Western Suburbs (Ncle) Leagues Club (ABN 24 000 973 919) (Promoter).

### **PROMOTION PERIOD**

The Promotion will be open from 00:00 AEST on 16/01/2012 until 23:59 AEST on 31/03/2012 (Promotion Period).

Entry in the Promotion is only open to Australian residents aged 18 years and over who join with Balance Health Clubs during the promotion period on a 12 month full membership excluding:

- (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion (including suppliers of prizes);
- (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph (a) of these Terms;
- (c) persons who have used or attempted to use any more than one name in order to qualify to win a promotion run by or on behalf of the Promoter (except in the case of a legal change of name);
- (d) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter; and
- (e) heartmoves, aquatics memberships and employer paid memberships.

(Eligible Entrants). The persons referred to in paragraph (b) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

### **HOW TO ENTER**

Complete a competition entry form at the time of joining Balance Health Club; entry form available at Balance Health Club reception at each club location.

### **DRAW AND PRIZE INFORMATION**

The prize draw will take place at 88 Hobart Road, New Lambton, NSW, 2305 (Judging Location) at 12 noon on 10/04/12. Draw will be conducted by two (2) or more representatives of the Promoter.

### **PRIZE**

The winner will be awarded 52 one (1) hour personal training sessions at a Balance Health Club of their choice valued at \$2,860 (RRP) (including GST).

Balance Health Club locations can be found at [www.balancehealth.com.au](http://www.balancehealth.com.au).

Personal Training sessions will be one on one with trainers of the Balance Health Club's choice.

Each Personal Training session will be one (1) hour in duration.

The prize winner must consult a medical practitioner or complete an exercise history form prior to commencing a fitness program.

Personal Training sessions must commence in April (soon after draw date).

Sessions must be taken once per week and booked in advance, subject to prior bookings, for 52 weeks consecutively. If a session is not used in any particular week then that session will be forfeited and cannot be redeemed at a later date.

Entry into the prize draw is for new Balance Health Club members only who join a 12 month membership during the promotion period (excludes Heartmoves, My First Balance, Aquatics Memberships and Employer Paid Memberships).

### **NOTIFICATION OF WINNER**

Winner will be notified by phone and mail. The winner does not need to be present at the draw.

## **GENERAL**

Eligible Entrants may enter the Promotion once.

Prize is not transferable, exchangeable or redeemable for cash. Prize must be taken as offered and may not be varied.

The Promoter accepts no responsibility for any variation in the value of the Prize.

If the Promoter is unable to provide the winner with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated prize, subject to any directions given by State and / or Territory Gaming Departments.

The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.

If, for any reason, the Promotion is not capable of being run as planned, including due to infection by 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, subject to States and Territories regulations, including cancelling, terminating, modifying or suspending the Promotion.

Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.

Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.

The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms.

The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each entrant and no correspondence will be entered into.

## **PERSONAL INFORMATION**

All entries become the property of the Promoter.

The Promoter collects, personal information about entrants to include entrants in the Promotion and where appropriate award a Prize. If the personal information requested is not provided, the entrant cannot participate in the Promotion.

Personal data that is provided on entry to competition will not be used for future marketing activity nor will it be given or sold to a third party as per the Wests Privacy Policy available at [www.westsnewcastle.com.au](http://www.westsnewcastle.com.au).