

## **Introduction and Responsibilities**

1. These terms and conditions apply to your participation in the 'EMF 12 Week Challenge' ("the **Competition**").
2. EMF Performance Centre Nerang Pty Ltd ACN 625 932 943 is the promoter of the Competition (the "**Promoter**").
3. For the purposes of these terms and conditions, the terms, '**we**', '**our**' and '**us**' means the Promoter and the terms '**you**', '**your**' and '**entrant**' are used interchangeably to describe the person who is entering this Competition who agrees to be bound by these terms and conditions
4. By registering to participate in the Competition you acknowledge and agree that you:
  - (a) have read and understood these terms and conditions and agree to be bound by them;
  - (b) consent to the use of your personal information for the purposes set out in these terms and conditions; and
  - (c) consent to the use of your image in promotions of the Competition and by the Promoter generally.
5. Before entering the Competition, it is your responsibility to make sure that you are not suffering from any medical condition or health issue that might negatively affect your ability to participate in the Competition. You should only participate in the Competition if you are physically able to do so. If you are unsure about this, you must seek advice from a medical practitioner before entering the Competition.
6. If you suffer from, or may suffer from, a medical condition or health issue, or if you are pregnant or breastfeeding, then it is especially important that you consult a medical practitioner before taking part in the Competition.
7. If you suffer an injury, develop a medical condition or health issue, or fall pregnant during the Competition you should cease participating in the Competition immediately.
8. If there is any inconsistency between these terms and conditions and anything else that refers to this Competition, these Terms and Conditions will prevail.

## **Terms Of Entry**

9. Registration to enter the Competition opens on 5 February 2024 and will conclude at 5:00pm AEST on 8th September 2024 (the "**Closing Date**").
10. Entry into the Competition is deemed to have been made at the time the entry has been received into the Promoter's database, not at the time that an entrant submits their entry.
11. Any entry received after the Closing Date will be deemed invalid, however the Promoter reserves the right to allow any entries received after the Closing Date to be eligible for entry into the Competition at their sole discretion.
12. The Promoter accepts no responsibility for any late, lost or misdirected entries and will not be obliged to honor any entry in these circumstances.

13. Entry is open to all Queensland and New South Wales residents except for employees of the Promoter and their related entities. The immediate family members of employee's are able to enter into the Competition, however, will not be eligible to win any prizes associated with the Competition. For the avoidance of doubt, an 'immediate family member' includes an employee's spouse, ex- spouse, de facto spouse, children, stepchildren (whether natural or by adoption), parent, stepparent, grandparent, step grandparent, uncle, aunt, niece, nephew, sibling, stepsibling or first cousin.

### **Underage Entrants**

14. An entrant who is under the age of 18 ("underage entrant") must have the prior consent of their parent or legal guardian ("responsible person") to enter the Competition. The responsible person of the underage entrant will be required to provide their telephone contact number and full name in the Competition entry form submitted by the underage entrant. As a condition of an underage entrants' participation into the Competition, the responsible person named in the entry form must first sign the required consent to enable the underage entrant to participate in the Competition.
15. An entry submitted by or on behalf of an underage entrant may be declared invalid (at the Promoters discretion) if the responsible person named in the entry form has not signed the form of consent required by the Promoter for the underage entrant to be eligible to participate.
16. The Promoter may also require a responsible person of the underage entrant to sign a form of release (at the Promoter's discretion) whereby the responsible person agrees to accept full responsibility for all acts, omissions and forbearances of the underage entrant. Failure to agree and be bound by such release and provide all required details to the Promoter as reasonably required may invalidate the underage entrant's entitlement to the prize. Subject to any requirements at law, If the winner of the Competition is under 18 years of age, the prize may be awarded to the winner's parent or legal guardian.

### **How to enter**

17. You must enter the Competition by:
- (a) visiting <https://emfpc.com.au/12-week-challenge/> and registering your details by completing the' web entry form and agreeing to be bound by these terms and conditions;
  - (b) Selecting your preferred payment option for entry into the Competition, comprising of either:
    - (i) a non-refundable upfront fee of \$149.00 (GST inclusive);
- (the "**Entry Fee**")
18. You must pay the Entry Fee to be eligible to participate in the Competition, which may be paid through the 'EMF Coach App' or through any other payment method as directed by us.
19. The Entry Fee does not include payment for the requisite body composition scans (EVOLT Scans) which form part of the Competition requirements. You must pay for the EVOLT scans separately as a condition to be eligible to participate in the Competition and to be eligible for any prizes associated with this Competition.
20. EVOLT scans are currently priced at \$30.00 per scan for all 12 week Challenge participants. EVOLT Scans must be completed at a participating EMF location. Scans from other locations will not be accepted

### **Eligible Entry Dates**

21. Registration for entry into the Competition opens on 5 February 2024 and closes at 5pm AEST on the 8<sup>th</sup> September 2024. All Competition entries must be received by the Promoter before the Closing Date.
22. The time of entry will in each case be the time that the online entry is received by the Promoter's database, not at the time of transmission by the entrant.

### **Competition Requirements**

23. Following registration, you must then undertake your initial EVOLT scan analysis at a location authorised by the Promoter which forms part of the Competition requirements
24. All entrants are required to take 'before' photographs at an EMF club under the guidance of an authorised EMF representative on the same day as their initial EVOLT scan has been completed. The date of initial EVOLT scan will mark day one (1) of the 12-week Challenge. At the completion of the 12 weeks, the entrant will be required to complete a final EVOLT scan to determine their results and take an 'after' photo on the same day as their final EVOLT scan. All photos must be taken with the participant's phone and uploaded to the 'EMF Coach App'.
25. The Promoter reserves the right (at their sole discretion) to accept entrant photographs or EVOLT scan information submitted to them by an entrant which has not been submitted within the specified timeframes as set out in clause 24 provided that the Promoter's acceptance of any late material does not jeopardise the fairness of the Competition.

### **Entrant's media content**

26. You are required to take full responsibility for the content of your entry and for ensuring that your entry complies with these terms and conditions.
27. Your content ("Entrant Content") includes any content (including photos, videos, EVOLT scan data, entry details and email messages) that you submit, upload, transmit, publish, communicate or use in connection with your entry into the Competition.
28. We reserve the right to verify any Entrant Content submitted by you in association with this Competition, or to require you to verify that the Entrant Content submitted by you is accurate, true and correct in accordance with the Competition rules.
29. You must provide a valid proof of identity document (i.e. drivers licence or passport) to the Promoter upon request if the Promoter deems it necessary to verify your identity. If you cannot be verified to the Promoter's satisfaction, your entry will be deemed invalid and any refund of the Entry Fee will be determined at the Promoter's discretion
30. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any of your Entrant Content displayed on social media forums or within the 'EMF Coach App'.

31. As part of the Competition, you may be invited to participate in various social media forums, which includes the 'EMF Coach App'. You agree to at all times when participating in those forums, or when posting about the Competition or the Promoter on any social media platform, that you will:
- (a) treat us and our staff and other Competition participants with dignity, support and respect;
  - (b) not display or engage in activity that facilitates illegal activity;
  - (c) not post, publish, distribute or display sexually explicit images or words;
  - (d) not promote violence or bullying; and
  - (e) not post, publish, distribute or display disparaging, humiliating, threatening, defamatory, harassing, bullying, abusive or discriminatory content whatsoever.
32. We reserve the right, in our absolute discretion, to remove or request you to immediately remove of any social media content and any information posted on any App or website or social media forum which we consider breaches these terms and conditions. You must immediately remove any such content upon receipt of our notice.

### **How to Win**

33. You will participate in the Competition for a maximum of twelve (12) weeks from the date of your initial EVOLT scan ("**Participation Period**"). This does not prevent you from participating in the Competition multiple times throughout the Competition Period in accordance with clauses 40 - 42 of these terms and conditions.
34. At the conclusion of the Participation Period, you must attend the same location where you had your initial EVOLT scan completed to undertake a final EVOLT scan to fulfil the Competition requirements. You must have both your initial and final EVOLT scans completed at the same location. You are prohibited from completing your EVOLT scans at different locations or through an external scan provider unless the Promoter has otherwise provided their prior written consent for you to do so. The final EVOLT scan must be conducted exactly 12 weeks (84 days) after your initial EVOLT scan. A 48-hour grace period before and after the final date may be granted.. You will then be required to have 'after' photos taken the same day of the final EVOLT scan being completed. If you fail to strictly comply with this clause it may result in you being ineligible to win any prizes associated with the Competition. You acknowledge that this is a material term of these terms and conditions
35. The winner of the Competition will be a valid entry submitted in accordance with these terms and conditions, as determined by the Promoter at their sole discretion.
36. The winner of the Competition will be the entrant who throughout their Participation Period has recorded the greatest improvement in results in accordance with the designated EVOLT scan data assessment criteria, which is calculated in accordance with the following metrics:
- *Difference in % of Body Fat Loss;*
  - *Difference in % of Lean Muscle Gain; and*
  - *Difference in % of Total Body Weight Loss*
37. The entrant who records the highest aggregated percentage difference in accordance with the above criteria will win the Competition. There will be only one overall winner announced.

38. Judging and the final decision as to the competition winner is at the discretion of the Promoter. The Promoter's decision is final.
39. Unless a manifest error has occurred, you acknowledge and agree that you are not entitled to dispute the Competition results or make any claim against the Promoter regarding the Competition results or entitlement to prizes. The Promoter will not engage in any correspondence with you regarding the Competition results or any other decisions that the Promoter may make in relation to Competition results and associated prizes.

#### **Number of Entries Permitted**

40. An entrant may enter this Competition more than once provided that any subsequent entry is made within the Competition Period and also does not overlap any current 12-week Participation Period of the Competition currently being undertaken by the entrant.
41. Each subsequent entry into the Competition will be on the same terms and conditions as set out herein, including the Entry Fee of the amount of \$149.00 which is payable up front and 2x Evolt Body Composition Scans of the amount of \$30 each.
42. If you choose to enter the Competition multiple times, your best overall result from each entry will be considered as your final entry for submission into the Competition for the purpose of determining final results.

#### **Draw and Notification of Winner**

43. The Promoter will announce the winner following completion of the Competition at a function organised by the Promoter at a location and date to be advised.
44. The Competition winner will be notified by telephone or email within 72 hours of the Competition results being determined, although the Promoter also reserves the right to notify the winner of the Competition at any other time at their sole discretion. The winner of the Competition will also be advertised through multiple forums including, but not limited to, EMF social media platforms.
45. Should your contact details change during the Competition Period, it is your responsibility to notify the Promoter. Any request by you to access or modify any information provided in your Competition entry form will need to be directed to the Promoter.
46. If you are a winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable terms and conditions of use.
47. Once awarded, the Promoter is not liable for any prize that has been lost, stolen, forged, damaged or tampered with in any way.

#### **Competition Prizes**

48. There will be only one overall Competition winner (the "Competition Winner"). At the completion of the Competition Period, the Promoter will determine which entrant will be to Competition Winner overall. The Competition Winner will be eligible to receive the below prize:
  - i. **Overall Competition Winner:**

A holiday package to the value of \$30,000 AUD. This package includes travel and accommodation costs, booked by EMF.

(the "Winning Prize")

49. The winner must provide a minimum of 3 month's notice regarding their desired location and dates for the holiday. EMF will manage the booking process based on the preferences provided by the winner. All bookings are subject to availability and at the discretion of EMF.
50. Any remaining funds from the \$30,000 AUD after booking the holiday will be provided to the winner as spending money for the trip. The spending money will be given in a form determined by EMF such as cash, cheque, or electronic transfer.
51. EMF is not responsible for any cancellations, changes, or dissatisfactions with the holiday arrangements.
52. EMF is not liable for any loss, damage, injury, or dissatisfaction arising in connection with the prize.
53. The Competition Winner should seek independent financial advice in relation to the acceptance of the Winning Prize as potential tax implications may arise as a result of accepting the Winning Prize.
54. The Winning Prize or any other prizes awarded to entrants of this Competition are not transferable, exchangeable or redeemable for cash.
55. The Promoter may also award, at their sole discretion, 'runner up' prizes. The prizes for the runner up category are yet to be confirmed.
56. If a prize is unavailable, for whatever reason, the Promoter reserves the right to substitute any prize awarded for a prize of equal or greater value, at their discretion and subject to any requirements at law. Each prize must be taken as stated and no compensation will be payable if a Competition Winner is unable to use the prize as stated.

**Unclaimed prizes**

54. Subject to any requirements at law, if (having made reasonable efforts) we cannot contact a prize winner, or if any prize is not accepted or claimed within seven (7) days of the winner being announced, that prize winner's entry will be deemed invalid, and we reserve the right to distribute unclaimed prizes to the next best entry at our sole discretion.

**Further Terms and Conditions**

55. The Promoter reserves the right to amend, cancel or suspend this Competition if an event beyond the reasonable control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct or completion of the Competition.
56. You can withdraw from the Competition at any time. Any refund of the Entry Fee will be determined at the Promoter's discretion.
57. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this Competition.
58. The Promoter, its employees, and their associated agencies or related entities assume no liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of any entries outside of their control.

59. If for any reason this Competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, pandemic consequences, natural disasters, tampering, unauthorized intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to take any action that may be available to them, and without limitation to cancel, terminate, modify or suspend the Competition.
60. The Entry Fee will not be refunded in any circumstances, and the Promoter reserves the right to assign the Entry Fee to any subsequent competition at its sole and absolute discretion.

### **Breach**

61. You warrant and agree that you will not use any form of performance enhancing drugs, surgery, or steroids of any description (whether prescribed or not) whilst partaking in the Competition. If you breach the warranty provided under clause 61 you will be disqualified from the Competition and you acknowledge and agree that you will have no claim to any prizes associated with this Competition. If you are awarded a Winning Prize and it is later found that you have breached this clause, you must immediately return any prize awarded to you to the Promoter. The Promoter maintains the sole discretion in determining whether you have breached this clause.
62. The Promoter reserves the right to request any documentation it deems necessary to confirm if you have breached this clause. You must provide any requested documentation to the Promoter upon request (within 24 hours).
63. The Promoter reserves the right to request you to undertake a blood test within 48 hours of the Promoter's request to confirm if the entrant has breached these terms and conditions, and any failure to participate in a blood test will permit the Promoter to automatically invalidate your entry and this will be a material breach of these terms and conditions.

### **Copyright, Statutory guarantees, Waiver and liability**

64. By entering this Competition you expressly permit and allow us to submit your images and/or voice, as recorded or filmed during your participation in the Competition, to appear in connection with the Promoter or future publications or the advertising or marketing thereof, in any media whatsoever throughout the world and you will not be entitled to any fee for such use.
65. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted, or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prizes except for any liability which cannot be excluded by law.
66. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the entrant or for any of the equipment or programming associated with or used in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
67. 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 conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the

Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

### **Intellectual Property**

68. Any telephone or electronic application (App), logo or trade mark that we own or license, the EMF brand generally (including goodwill), these terms and conditions, the content of the Competition, nutrition guides and any materials that we provide to you in connection with the Competition (EMF Intellectual Property), will at all times remain our property or that of our licensors (as the case may be) and are subject to copyright and other intellectual property rights under Australian law, international conventions and other laws.
69. You undertake not to copy, publish or reproduce in whole or in part, any EMF Intellectual Property except as is expressly permitted by these terms and conditions.
70. All entries into the Competition become EMF Intellectual Property.

### **Privacy**

71. The Promoter collects information about you, including for example your name and contact details which you provide when registering for the Competition or using our services as well as information obtained from your DEXA scan, social media services, our affiliates or related entities. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. You may view the terms of our Privacy Policy at <https://emfpc.com.au/>.
72. We may disclose your information to our related companies, including those located outside Australia. Any EMF representative may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information, we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law.
73. The Promoter may use your name, addresses, telephone numbers and Entrant Content for future promotional, marketing and publicity purposes in any media worldwide without notice and without the requirement to pay you any fee for such use. By agreeing to these terms and conditions, you confirm that you allow for your details to be used for this purpose.
74. We may also disclose your personal information (including your contact details) to our professional advisers, a claims processor or an insurer if there is a claim, a dispute, or an investigation by any police authority or any governmental body or similar agency.

### **Warranties**

75. By entering this Competition, you agree and warrant that:
  - (a) you will not, and nobody on your behalf will, sell or otherwise provide your story and/or photographs which relate to your participation in the Competition to any media or other organization, whether in print media or via internet publication, without the prior written consent of the Promoter;

- (b) you have sought and obtained advice from a medical practitioner before starting the Competition (including starting any meal plan or nutrition guide supplied by us);
- (c) all information and documentation provided by you to us from time to time is true and accurate and not misleading in any respect; and
- (d) you will strictly abide by these terms and conditions at all times, and time is of the essence.

### **Indemnity**

76. By entering this Competition, you agree to indemnify and hold us and our officers, directors, employees and agents harmless from any and all claims, liabilities, debts, costs, expenses or obligations, whether actual or contingent, present or future, quantified or unquantified, damages, demands, suits, actions and causes of actions, including legal fees on a solicitor and own client basis, other professionals' and experts' fees, and court or dispute resolution costs arising out of or in connection with:
- (i) your participation in the Competition;
  - (ii) your use of products or services provided by us in connection with or referable to the Competition;
  - (iii) your breach of these terms and conditions;
  - (iv) our use of your Entrant Content;
  - (v) your breach of duty of care, or negligence towards another EMF member; or
  - (vi) you behaving in a defamatory, hateful, aggressive, violent, obscene, unlawful or offensive way or in a way which constitutes bullying or harassment
77. You further acknowledge and agree that you are not permitted to engage with any media outlet or media or public forum whatsoever regarding any dispute related incident in relation to your participation in the Competition, these terms and conditions, or any related matter thereto, or that of another entrant and hereby indemnify the Promoter against any and all claims, liabilities, costs, expenses or obligations, whether actual or contingent, present or future, quantified or unquantified, damages, demands, suits, actions and causes of actions, including legal fees on a solicitor and own client basis, other professionals' and experts' fees, and court or dispute resolution costs arising out of or in connection with your breach of this condition.

### **Additional Rights of Promoter**

78. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in breach of these terms and conditions or engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. This includes, but is not limited to, entrants and households using multiple email addresses or contact details for multiple entries.
79. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, civil unrest, strike, war, act of terrorism, or program faults, the

Promoter may in its absolute discretion cancel the Competition and recommence it at a later date subject to any requirements at law.

80. The Promoter reserves the right to request all entrants to provide proof of identity, proof of residency for the nominated prize delivery address and/or proof of entry into the Competition in order to claim a prize.