

AUT SPORT & FITNESS CENTRES

Auckland University of Technology
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www.aut.ac.nz

AUT Sport & Fitness Centres Standard Promotion or Competition Rules

Definitions

'AUTSFC' means all operations in the AUT Sport & Fitness Centre Group including but not limited to AUT City Gym, AUT North Gym, AUT South Gym, never2old, Auckland University of Technology (AUT), AUT Students Association (AUTSA), AUTSA Clubs and all brands and operating departments controlled by or associated with those entities. The 'Promoter' is AUTSFC. 'Disqualified Participants' are: (a) all AUTSFC employees, all employees of participating sponsors or promoters and/or advertising agencies and their Immediate Families; (b) all people under the age of 18 years where the prize incorporates any element which would be illegal to supply to a person under the age of 18 years; (c) all people who have won a prize from AUTSFC in the last 14 days. If the previously won prize was valued at over \$250 the winner must stand-down from entering for a period of 90 days. 'Immediate Families' include spouses, grandparents, parents, children, and grandchildren, whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.

Entry

1. These Promotion or Competition Rules ('the Rules') apply to all AUTSFC Promotions or Competitions (collectively the 'Promotion') conducted by means of any medium – online, print, or a connected device. The Rules may change from time to time.
2. If a particular Promotion has specific rules or terms ('the ' Specific Rules') those Specific Rules will apply if there is any inconsistency with the Rules.
3. Unless otherwise stated in the Specific Rules registration, entry or vote is limited to 1 per person. Where multiple registrations, entries or votes are acceptable, each must be made separately.
4. Entry into the Promotion is deemed to be acceptance of the Rules and the Specific Rules and confirmation that the entrant has the necessary authority (for example from the bill payer or owner of a telephone) to enter the Promotion.
5. No purchase is necessary to win or participate in the Promotion, unless specified in the Specific Rules.
6. The Promotion is open to enrolled AUT Students and current AUTSFC Gym Members only. Disqualified Participants may not enter in the Promotion.
7. AUTSFC reserves the right to exclude any person from participating in the Promotion on reasonable grounds.
8. AUTSFC reserves the right to refuse to award any prize to an entrant who AUTSFC decides (in its sole discretion) has violated the Rules (including the Specific Rules), gained unfair advantage in participating in the Promotion or won using fraudulent means.
9. By participating, entrants grant AUTSFC exclusive permission to use their names, characters, photographs, videos, voices and likeness in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use.
10. All entrant personal details must be valid and up to date and will be held by AUTSFC and may be used for the purpose of the Promotion and for future promotion and marketing purposes in accordance with AUT's Privacy Policy (see www.aut.ac.nz/privacy/privacy-policy) unless otherwise directed by contestants at the time of entry.
11. Personal information provided at the time of entry is presumed to be true and, in the case of text or email notification – active, through to and beyond the date of the Promotion's completion.

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12. Where the Promotion involves texting, the following apply: a) Standard SMS text charges will apply, unless otherwise stated in the Specific Rules and will depend on the entrant's particular plan or agreement with their phone service provider; b) Any form of automated text message is invalid; c) The telephone number from which the entry was made will be stored in a database. The entrant has a two-business-day period from the time of entry to request removal from the database. If no request is made it is deemed acceptance that the information can be used for future promotion and marketing purposes; and d) AUTSFC takes no responsibility for text costs incurred after the Promotion has closed as stipulated in the Specific Rules.

Winning the Prize

13. Only the person who originally entered the Promotion can be awarded the prize (the 'Winner').

14. The Winner will be determined in the manner set out in the Rules or the Specific Rules – if not specified then as determined by the Promoter who shall for this purpose be deemed the judge (the 'Judge').

15. The Judge's determination of the Winner will be final and no correspondence will be entered into.

16. The Winner will be notified by email, phone (voice or text), mail or in person and must be available for the preparation of all publicity that may be required by AUTSFC. Where attempts to contact the Winner fail (eg when the Winner cannot be contacted by phone after three attempts or email sent is returned) the Judge will select another winner. If, after successful notification, the prize is not collected within two months of being announced it will be regarded as forfeit. (Note: 3 attempts to contact the Winner will include individual calls to any numbers provided at the time of entry. However, should the prize's total worth equal less than NZD\$250 and be a live draw, only one failed attempt at contact will be acceptable before the Judge selects another winner.)

17. The Prize is not redeemable for cash or transferable. No other family members, friends, office associates or any other person will be able to participate on the Winner's behalf. In the event that the Prize specified in the Competition becomes unavailable for any reason the Promoter may substitute a prize of like or equal value.

18. Where the Winner is required to claim the prize in person, they must provide proper identification (eg driver's licence, passport, birth certificate). If the Winner is under the age of 18 years their parent or legal guardian must accompany the Winner or give their prior written consent to the award of the Prize.

19. The Winner takes the Prize entirely at his/her own risk and indemnifies AUTSFC in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the prize. The Winner is responsible for all insurance, tax or other costs that may be associated with the Prize. Where the Prize has associated terms and conditions the Winner accepts the Prize subject to those terms and conditions and restrictions.

AUTSFC Responsibility

21. AUTSFC reserves the right to amend, vary, extend or discontinue a Promotion at any stage, for any reason.

22. AUTSFC takes no responsibility for any inability to enter, complete, continue or conclude the Promotion due to equipment or technical malfunction, busy lines, inadvertent disconnection, texts with a misspelt keyword, texts to an incorrect shortcode, Force Majeure or otherwise.

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23. To the fullest extent permitted by law AUTSFC will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or for personal injury as a result of Promotion entry or winning the prize.

24. Where the Prize is to be supplied by an entity outside AUTSFC control and that entity fails, for whatever reason, to supply the prize, AUTSFC has no responsibility for the provision of the Prize and is not obliged to provide an alternative Prize or to take legal action to require the Prize supplier to provide the Prize.

Acceptance

25. Participation in the Promotion is deemed acceptance of these Terms and Conditions.

26. If the Winner does not accept these Terms and Conditions the prize will be forfeited.