

2021 Winter Trackathon – GAME OF SKILL

TERM AND CONDITIONS

- Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- The promoter (“**Promoter**”) is Fortuity Pty. Ltd. trading as WW (ABN 55 007 148 683) of, Level 6, 1-3 Smail Street, Ultimo, NSW, 2007, telephone 02 9928 1300 (in Australia) and PO Box 25604 Featherston Street Wellington 6146, telephone, (09) 374 4311 (in New Zealand).
- Entry is only open to residents of Australia and New Zealand aged 18 years or over who are an active WW member (Workshop or Digital). For clarity, lapsed members (i.e. individuals that were previously a WW member, however no longer a WW member) are not eligible for entry into this promotion.
- Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- Promotion commences on 01/06/2021 and ends at 11:59pm AEST on 31/08/2021 (“Promotional Period”).
- To be eligible to enter, individuals must be a WW member (Workshop or Digital) during the Promotional Period.
- To enter, individuals must then undertake the following:
 - Post a screenshot of blue dots earned over the whole month (“Entry 1”), as shown in the journey section of the WW app along with the hashtag #wintertrackathon.
 - And/or, post a recipe they’ve created (“Entry 2”) on Connect along with the hashtag #wintertrackathon
 - And/or, post food tracking tips (“Entry 3”) on Connect along with the hashtag #wintertrackathon,
 - Instead of posting on Connect, Individuals can submit entry 1,2 and/or 3 via email to aunz-competitions@ww.com
 - Each month’s trackathon competition runs from the first to last day of the month. Submit entries each month before midday (AEST) of the first day of the following month to be eligible.
- The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
- If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- The judging will take place at WW Level 6, 1-3 Smail Street, Ultimo, NSW, 2007 commencing on 30/06/2021 and will be done monthly. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.

The winner will be notified by telephone or email and their name will be published online at <https://www.weightwatchers.com/au/wintertrackathon>, commencing on 01/07/2021 and ending 07/09/2021. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on literary and creative merit of the Connect posts or email entries.

- The best valid entries as determined by the judges, will win a WW merchandise prize pack valued at up to AUD\$100. The prizes includes:
 - One (1) WW Cookbook
 - Selection of WW snacks
 - One (1) or more of the below:
 - WW Apron
 - WW Resistance Bands
 - WW Tote Bag
 - WW Towel
 - WW Omelette maker
 - WW Herb stick
- The Promoter's decision is final and no correspondence will be entered into.
- If for any reason a winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- If a prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
- Total prize pool value is up to AUD\$3,000.
- The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
- Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original literary work of the entrant that does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of and/or participation in a prize.
- As a condition of accepting a prize the prize winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.weightwatchers.com/au/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose Australian entrant's PI to any entity outside of Australia.

