

## Game of Skill Competition Terms & Conditions

<b>Schedule</b>	
<b>Competition name</b>	2022 Spring Games Competition
<b>Promoter</b>	Australia 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).
<b>Entry</b>	Open to residents of Australia and New Zealand aged 18 years or over who are active WW members (Workshop + Digital or Digital Only). For clarity, lapsed members (i.e. individuals that were previously a WW member, however no longer a WW member) and WW staff are not eligible for entry into this promotion.
<b>Promotional Period</b>	7 am on Sunday 09/10/2022 and ends at 11:59 pm AEDT on Saturday 05/11/2022
<b>How to enter</b>	To enter, individuals must then undertake the following steps: <ul style="list-style-type: none"> <li>● <b>Follow</b> @wwaunz on Connect within the WW app</li> <li>● <b>Complete</b> the three (3) tasks on the weekly game card and take a picture as outlined on the game card.</li> <li>● <b>Post</b> the completed Game Card and <b>share</b> photos of you completing the tasks in Connect using the hashtag #WWSpringGames</li> </ul>
<b>Receipt of entries</b>	Each week's challenge runs from Sunday to Saturday. Individuals must submit the completed game card each week before 11:59 pm AEDT Saturday to be included in that week's prize draw and game.
<b>Prize Description</b>	<b>Weekly Prize Packs valued up to AUD70:</b> <ul style="list-style-type: none"> <li>● Each week five (5) valid entrants will be selected to win WW merchandise as determined by the judges.</li> <li>● Weekly prize packs are valued at up to AUD70 each.</li> </ul>
<b>Total number of prizes</b>	There are twenty (20) prizes to be won in the 2022 Spring Games competition.
<b>Total Prize Pool Value</b>	\$1400
<b>Judges</b>	The judges of the 2022 Spring Games competition will be two members of the WW Marketing and Engagement Team
<b>Determining the winners</b>	Weekly entrants will be judged and determined at around 2 pm AEDT on Monday 17,24,31 October & 7 November 2022.

<b>Notifying winners</b>	Within three (3) days of winners being determined, each winner will be notified by phone or email.
<b>Publishing winners</b>	Within three (3) days of the winners being determined, the name of each will be published on Connect and on the Spring Games website:  <a href="https://www.weightwatchers.com/au/m/cms/spring-games">https://www.weightwatchers.com/au/m/cms/spring-games</a>
<b>Non-liable</b>	As a condition of entering this promotion, each entrant grants the Promoter, 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.

#### **PART A - INTRODUCTION**

1. Information on how to enter and the prize form part of these Terms and Conditions.
2. Participation in this promotion is deemed acceptance of these Terms and Conditions.
3. The promoter ("**Promoter**") is Australia 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).
4. Entries must comply with these terms and conditions to be valid.
5. Where there is any inconsistency between the Schedule and Parts A to I of these terms and conditions, the schedule will prevail.

#### **PART B - WHO CAN ENTER THE COMPETITION**

6. Entry is only open to Australia and New Zealand residents aged 18 years or over who is an active WW member (Workshop + Digital or Digital Only). 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.
7. 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 1<sup>st</sup> cousin.

#### **PART C - PROMOTIONAL PERIOD**

8. Promotion commences at 7 am on Sunday 09/10/2022 and ends at 11:59 pm AEDT on Saturday 5/11/2022 ("Promotional Period").

## PART D - HOW TO ENTER

9. Individuals must be eligible to enter and be a WW member (Workshop+Digital, Digital-only or Personal Coaching Members) during the Promotional Period.
10. To enter, each entrant must comply with the “How to Enter” section of the schedule.
11. To enter, individuals must then undertake the following steps:
  - (a) Follow WWAunz on Connect in the WW app.
  - (b) Complete the three (3) tasks on the weekly game card and take a picture as outlined on the game card.
  - (c) Post the completed Game Card and share photos of you completing the tasks on Connect, using the hashtag #WWSpringGames
  - (d) Each week’s challenge runs from Sunday to Saturday. Submit the fully completed game card each week before 11:59 pm AEDT Saturday to be included in that week’s game.
12. 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.
13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the entrant’s identity.
14. 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:
  - (e) 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;
  - (f) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (g) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (h) the Content is the original literary work of the entrant that does not infringe the rights of any third party;
  - (i) 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
  - (j) 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’ computers or communication systems.

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

#### **PART E - PRIZES**

15. Each prize is not transferable, exchangeable or redeemable for cash.
16. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
17. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
18. A winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnify the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.
19. Each week five (5) valid entrants as determined by the judges will be selected to win a WW merchandise prize pack valued at up to AUD70. The prize packs will include a random selection of WW merchandise.
20. See schedule for prize packs and total prize value.

#### **PART F - HOW THE WINNERS ARE DETERMINED**

21. The Competition is a game of skill. Chance plays no part in determining the winner(s).
22. At the time and date specified in the "Determining the winner(s)" section of the Schedule, each valid entry will be judged individually on its merits by the Judges based on the Content Criteria.
23. The winning entry or entries will be the entry or entries that best satisfy the Content Criteria, as determined by the Judges.
24. Each entry will be individually judged based on the literary and creative merit of the Connect posts.
25. The Judges' decision will be final and binding, and no correspondence with entrants or any other person will be entered into.
26. The judging will occur at WW Level 6, 1-3 Smail Street, Ultimo, NSW, 2007, commencing on 17/10/2022 and will be done weekly. The judges may select additional reserve entries that they determine to be the following best and record them in case of an invalid entry or ineligible entrant.

#### **PART G - NOTIFICATION AND CLAIMING OF PRIZE(S)**

27. The winner(s) will be notified by telephone and/or email within three (3) days of being determined.
28. The Promoter will provide each winner with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's instructions.
29. The Promoter reserves the right to request each winner to provide proof of their identity.

30. Names of winner(s) will be published on Connect and online at <https://www.weightwatchers.com/au/m/cms/spring-games>
31. Each winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded.
32. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.
33. 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.

#### **PART H - NO LIABILITY**

34. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sublicensees 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.
35. 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 to promote this promotion (including any outcome), and promote any products manufactured, distributed and/or supplied by the Promoter.
36. 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.
37. 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.
38. 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.

39. 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.
40. 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.

#### **PART 1 - TERMINATION OF COMPETITION**

41. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws