

boohooMAN Active & The Gym Group Competition – Terms & Conditions

Introduction

We've set out below the terms and conditions for our **'The Ultimate Gym Bundle Giveaway: April 2022'**. These terms are, where applicable, in addition to our:

- Membership Agreement and Terms and Conditions (<https://www.thegymgroup.com/legal/>)
- Privacy & Cookie Policy (<https://www.thegymgroup.com/privacy-cookie-policy/>)

By entering 'The Ultimate Gym Bundle Giveaway: April 2022' you are accepting all the terms and conditions in this document. Where applicable, the terms of the Privacy & Cookie Policy prevail in the event of an inconsistency.

The Fine Print

We've set out below the terms and conditions for our 'Ultimate Gym Bundle Giveaway: April 2022.'

1. The Promoters

- 1.1. The Promoters are The Gym Group Limited (trading as The Gym Group) of 5th Floor, OneCroydon, 12 - 16 Addiscombe Road, Croydon, CR0 0XT (Company number 05659669) and Boohoo.com UK Limited of 49/51 Dale Street, Manchester, M1 2HF (Company number 05723154).

2. Eligibility

- 2.1. This Prize Draw is open to individuals in the UK, aged over 16 years or over, except for employees of the Promoter, their immediate family, sponsors of the Prize Draw and their employees who are directly associated with the administration of the Prize Draw.
- 2.2. Individuals who are under the age of 18 must have the consent of a parent or guardian over 18 to enter the Prize Draw. The Promoter reserves the right to obtain proof of such consent and to refuse entry or to choose another winner if such proof, where requested, has not been given.
- 2.3. All Entries by the entrant must be submitted via 'The Ultimate Gym Bundle Giveaway' Post.
- 2.4. If you are an employee of The Gym Group Limited, you may enter this Promotion only in a personal capacity. Any entries that we reasonably believe were submitted during, or in furtherance of, the course of your employment will be deemed ineligible and will be disqualified.

3. The Competition

- 3.1. The title of the competition is **THE ULTIMATE GYM BUNDLE: APRIL 2022**

4. How to enter

To enter the Prize Draw entrants must:

- 4.1. "Like" the competition post on @boohoomanactive Instagram & The Gym Group account relating to the Prize Draw;
- 4.2. "Comment" the required 'emoji' on the relevant post during the relevant hour (outlined on the graphic).
- 4.3. Entrants may enter multiple times by commenting the chosen emoji multiple times.
- 4.4. "Follow" the @boohoomanactive & @thegymgroup Instagram account.
- 4.5. Entries must be made between **18:00 (GMT) on 04/04/2022** and **23:59 (GMT) on 15/04/2022** ("Prize Draw Period") to be valid.
- 4.6. Entries received after the end of the Prize Draw Period will not be valid.
- 4.7. No bulk, third party or automated entries are permitted.

- 4.8. All entrants (including the winner) must comply with any reasonable directions given to him or her by the Promoter in connection with the Prize Draw. Failure to comply with such directions may result in an invalid Entry and/or withdrawal of the Prize.

5. Winner selection and contact

- 5.1. The winner of the Prize Draw will be announced on 15/04/2022.
- 5.2. The winner will be selected by random selection via electronic means. The decision of the Promoter shall be final. No correspondence will be entered into in respect of any decision made in connection with this Prize Draw.
- 5.3. The Promoter will contact the winner personally as soon as practical after the Announcement Date, using the email address provided with the competition entry (if provided). The Promoter will ask the Winner to provide further details in relation to the Prize (the "Details"). The Winner must provide the Details in order to claim the Prize.
- 5.4. If any Winner fails to provide their Details to the Promoter within 48 hours of the Promoter contacting the winner and asking them to provide the Details in accordance with clause 5.3 then the Promoter acting in its absolute discretion may:
- 5.4.1. make further attempts to contact that Winner; and/or
- 5.4.2. withdraw the Prize from that Winner.
- 5.4.3. If the Prize is declined by a Winner or is withdrawn from a Winner by the Promoter, the declining or forfeiting Winner will continue to be subject to the provisions of these Terms and Conditions; and the Promoter may offer the Prize to a new Winner by random selection in accordance with this clause 5.3.

6. Prize

- 6.1. The prize is:
- 6.1.1. BoohooMAN Active Voucher of £500 ("Prize").
- 6.1.2. 1 x 12-month Free LIVEIT Gym Group membership
- 6.2. Once the winner is notified, the membership must be claimed within 3 months.
- 6.3. The Prize is subject to availability.
- 6.4. The Prize is non-transferable and non-refundable, and the Winners cannot request any alternative prize (cash or otherwise).
- 6.5. There will be 1 winner announced.

7. Winner publicity

- 7.1. The Promoters reserve the right to publish each Winner's name and Entry on the Promoter's official social media accounts, including Twitter, Instagram, TikTok and Facebook and on its website found at www.boohoo.com and www.thegymgroup.com
- 7.2. By entering the Prize Draw, if you are a Winner you agree to your Entry being published in accordance with clause 7.1 and to take part in and co-operate fully with all reasonable publicity accompanying or resulting from this Prize Draw without further recompense.

8. Entry requirements

- 8.1. Any Entry that is deemed by the Promoter, in its sole discretion, to be unlawful, obscene, vulgar, pornographic, hateful, threatening, discriminatory, offensive or which may otherwise bring the Prize Draw or Promoter into disrepute will be excluded from the Prize Draw and the Promoter reserves the right to take any further action in respect of such Entry that it deems appropriate.
- 8.2. The Promoter will fully co-operate with any law enforcement authorities or court order requesting or directing the Promoter to disclose the identity of or to locate anyone posting or linking any content to its Twitter or Instagram pages which infringes any third-party rights or is in breach of any of these Terms and Conditions or any applicable law.

9. Use and display of Entries and copyright

- 9.1. The copyright subsisting in the Entry must belong to the entrant. Entrants will retain copyright in the Entries they submit. Entrants must not have infringed the rights of any other party or breached any laws when submitting their Entries. If an Entry contains reference to or images of a person, the consent of that person (or their parent or guardian if they are under 18) must have been obtained.
- 9.2. By submitting an Entry:
 - 9.2.1. you licence and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish and display such content for any purpose in any media including, but not limited to the Promoter's website, social media accounts, marketing materials, newsletters and promotional material without further compensation, restriction on use, attribution or liability;
 - 9.2.2. you waive any moral rights or similar rights in respect of your entry to which you may be entitled (at the time of submission or in the future) under the Copyright, Designs and Patents Act 1988 as amended time to time or under any similar applicable laws in force from time to time in force anywhere in the world;
 - 9.2.3. you acknowledge that third parties will have access to and will be able to republish your Entry in accordance with the terms of use of the social media platform through which your Entry is submitted.

10. Liability

- 10.1. Except for death or personal injury caused by negligence of the Promoter or its agents or representatives or for fraud or fraudulent misrepresentation, neither the Promoter, nor its agents or representatives assume responsibility for:
 - 10.2. any Prize that is not redeemed;
 - 10.3. any personal property;
 - 10.4. any loss of enjoyment or wasted expenditure;
 - 10.5. any system failures or malfunctions of any third party websites;
 - 10.6. any incomplete, lost, delayed or late Entries;
 - 10.7. any failure to fulfil obligations of any third parties involved in this Prize Draw;
 - 10.8. any fault, malfunction, damage, loss or disappointment suffered by the participants in the Prize Draw howsoever arising from participating in the Prize Draw;
 - 10.9. communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilised in any aspect of this Prize Draw;
 - 10.10. inaccessibility or unavailability of the internet, or any website (including without limitation any social media web sites) or any combination thereof through dial up, broadband, mobile internet or WAP connections;
 - 10.11. any injury or damage to a participant which may be related to or arising from the Prize Draw or the Prize;
 - 10.12. if for any reason the Prize Draw or any website in connection with the Prize Draw is not capable of running as planned for reasons which may include without limitation, infection by computer, virus, tampering, unauthorised intervention, fraud, technical failures or any other causes which may corrupt or affect the administration security, fairness, integrity or proper conduct of this promotion; and/or
 - 10.13. any other matter outside of their reasonable control.
- 10.14. Nothing in these Terms and Conditions affects your statutory rights.
- 10.15. To the extent permitted by law, all conditions, warranties and other terms which might otherwise be implied by statute or common law are expressly excluded from these Terms and Conditions.

10.16. The Winners agree to indemnify and keep indemnified the Promoter, its group of companies and their officers, employees and agents from and against all liabilities, losses, damages and expenses (including legal and other professional fees) arising out of or in connection with any allegations or claims resulting directly or indirectly from: 10.17. their Entry into this Prize Draw; and/or 10.18. their receipt and use of any Prize.

11. General

- 11.1. The Promoter reserves the right to cancel or amend the Prize Draw or these Terms and Conditions if it has reasonable grounds for doing so. Any changes to the Prize Draw or these Terms and Conditions will be announced by the Promoter through its Instagram accounts.
- 11.2. By entering the Prize Draw you accept these Terms and Conditions as in force at the time you submit your Entry.
- 11.3. Any person who provides their Details to the Promoter in connection with this Prize Draw accepts:
 - 11.4. these Terms and Conditions; and
 - 11.5. the use of their personal data by the Promoter:
 - 11.6. for the purpose of administration of the Prize Draw (including publishing the names of the Winners and any administration relating to the Prize); and
 - 11.7. any other purpose for which they have consented.
- 11.8. The use of any personal data by the Promoter shall be in accordance with the Promoter's Privacy Policy which can be found on the Promoter's website at www.boohoo.com/restofworld/privacy-policy/pcat/privacy.
- 11.9. Without prejudice to clause 6.1, the Promoter reserves the right to exclude any Entry from the Prize Draw if it deems it to be ineligible or otherwise invalid and the Promoter shall have complete discretion in this respect.
- 11.10. No responsibility can be accepted for lost Entries or incomplete Entries. Proof of Entry is not proof of receipt.
- 11.11. If any provision of these Terms and Conditions (or part of any provision) is found by any court or other competent authority to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 11.12. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Promoter.
- 11.13. No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law or any abandonment of any such right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 11.14. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.15. For the names of the Winners or for a copy of these Terms and Conditions please send a stamped addressed envelope together with your written request to boohooMAN Active Roadshow competition, Boohoo Marketing, 49-51 Dale Street, Manchester, M1 2HF.
- 11.16. The Prize Draw, these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim which may arise out of or in connection with the Prize Draw or these terms.

Last Updated: 29th March 2022