

# The Gym Group – Additional terms & conditions for undercover athlete competition

## Introduction

The following terms apply to all members using the Offer on our fixed term memberships between 00:01 on the 14<sup>th</sup> of June 2023 until 23:59 22<sup>nd</sup> June 2023 and should be read in conjunction with the membership terms and conditions found at:

- Membership agreement and terms & conditions (<u>www.thegymgroup.com/legal</u>)
- Privacy & cookie policy (www.thegymgroup.com/privacy-cookie-policy)

# **Additional terms**

## Additional terms and conditions of the offer are as follows:

The winners of this giveaway will be notified by 30/06/23, but entries will need to be submitted by the 22/06/23. The entries will be reviewed, and the winners picked by a panel of judges at The Gym Group and notified via direct message on social media by @thegymgroup.

- 1. There are five prizes to be won within this giveaway, first prize is a free lifetime gym group membership at one of our Gym Group sites and the other four prizes are 12-month free gym group membership at one of our Gym Group sites.
- 2. To be eligible for entry you must be a resident in the UK and be 18 years or over.
- 3. Entries are limited to one per person.
- 4. Once the winner is notified, the membership must be claimed within 3 months.
- $5. \ No\ cash\ equivalent\ is\ available\ -\ the\ prize\ membership\ may\ not\ be\ transferred\ or\ redeemed\ for\ cash.$
- 7. The Gym Limited reserves the right to disqualify any entries which it deems, at its sole discretion, to contravene the spirit of the giveaway and any prize if awarded will be cancelled.
- 8. The Gym Limited cannot accept responsibility for entries lost or delayed in transmission.
- 9. Under no circumstances will The Gym Limited (or its parent, subsidiaries and affiliated companies) be liable (unless such liability cannot be lawfully excluded) for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in the giveaway or prize draw or any prize connected with the giveaway and it excludes liability, to the fullest extent permitted by law for any loss or damage caused to the winner/s and/or companion/s arising out of these prizes.
- 10. The Gym Limited reserves the right to withdraw the giveaway at any point.
- 11. The promoter's decision in respect of all matters to do with the giveaway will be final and no correspondence will be entered in to.



#### 12. The details of the prizes are as follows:

#### Lifetime winner details:

If you are already a member with us, we will be cancel your current subscription and set you up on a complimentary subscription for our Live It membership tier. This will issue you with a new pin number. This complimentary membership will last until 2098, unless not used for a period of 6 months, where it will automatically be cancelled. If this non-usage is as a result of an injury please reach out to our customer service team, detail of which can be found here. This membership reflects the T&Cs for all memberships at The Gym Group and should any of these terms and conditions be broken this membership will be cancelled.

If you are not currently a member with us we will set up you a new membership with the above same details.

#### Year long membership – current member:

If you are already a member with us, we will be changing your current subscription to £0 per month for the next 12 months You will be able to use the same pin as you do now. Following this period your direct debit will become active again at the membership price you originally joined for. Please do not cancel your current direct debit with us during this 12 month or will this remove your membership from our system which will cancel this 12 month prize membership.

### Year long membership – non-member

If you are not currently a member with us we will set you up a new Do It tier membership which will last for 12 months and reflect the T&Cs for all memberships at The Gym Group. After 12 months the membership will automatically cancel. If you would then like to join a Gym Group gym please sign up via the standard process.

- 13. These terms and conditions shall be governed by and construed in accordance with all laws in England and subject to the exclusive jurisdiction of the courts of England and Wales. Please visit The Gym Group Privacy Notice on how we collect and use your data in accordance with data protection laws.
- 14. By entering this giveaway, you grant permission in The Gym LTD, to the perpetual right of your image, in video or still, and of the likeness and sound of your voice as recorded on audio or video for the campaign as outlined above. This image or video may be edited, copied, exhibited, published, or distributed, and you waive the right to inspect or approve the finished product where your likeness appears. Additionally, you waive any right to royalties or other compensation arising or related to the use of my image or recording. These images, video and/or audio me may be displayed via through any medium or media including but not limited to on the Company's websites and other online digital channels, via CRM tools, on Company and third-party social media channels and third-party websites .