

# 10 WEEK WEIGHT LOSS CHALLENGE

## Terms & Conditions

- 1 ENTRY INTO BOX 'N' BURN 10 WEEK WEIGHT LOSS CHALLENGE** To enter the Box 'N' Burn 10 Week Weight Loss Challenge ("The Challenge") you must be 14 years and older, have completed registration form (signed by parent / guardian if participant is under 18 years of age) and have an official weigh in. The Challenge is open to all willing participants providing they meet Boxfitt Pty Ltd ("The Company") Terms & Conditions, Waiver & Release of Liability criteria and terms. The Company reserves the right to refuse entry to persons who do not meet full requirements.
- 2 ELIGIBILITY TO WIN** Box 'N' Burn participants ("Participant") must be formally enrolled with The Company as an independent participant. Each Participant must attend and complete at least 6 (six) official training/challenge nights; they must also attend and weigh in at 6 (six) official weigh ins nights; as well as meet The Company's criteria. Official weigh in nights are the first night of each week of training. Official training/challenge nights are the second night of each week of training. All Participants who register with The Company will be considered for the prize money, with the exception of Participants who have placed more than twice in the top three of any Box N Burn Challenge round.
- 3 PRIZE MONEY** A cash prize is awarded to the winner at the completion of each official 10 week Challenge period. The amount of Prize Money for each Challenge is declared on official advertising and promotional material. Participants who have placed more than twice in the top three of any Box N Burn Challenge round will be ineligible for prize money.
- 4 CRITERIA** The criteria for the winner/s will include (a) the greatest body percentage of weight loss amongst all registered Participants with The Company and it's Franchises for The Challenge; and (b) weight calculated and determined after the final weigh in.
- 5 DETERMINE WEIGHT LOSS WINNER** The winner/s will be determined by the "greatest body percentage of weight loss" within The Challenge. The Company will determine the results by reviewing recorded weight history from the duration of The Challenge. Formula used to determine greatest body percentage of weight loss is as follows : Registration Weight (kg) minus Final Weight (kg) divided by 100 = Body Percentage % Weight Loss.
- 6 NOTIFICATION** The winner/s will be notified by phone in accordance to the information given at the time of registration; or in person at an official presentation.
- 7 VALIDATION AND/OR THIRD PARTY** Periodically The Company will require a Third Party validation of the results at The Company's discretion.
- 8 JUDGING PANEL** The Company will select an unbiased panel consisting of two individuals from The Company to oversee, calculate and determine the winner/s.
- 9 WEIGH IN** Registration weigh in and final weigh in for all Participants must be with no shoes on (barefoot). All other weekly weigh in (Weeks 1 - 9 of The Challenge) MAY have shoes worn. No bulky garments to be worn.
- 10 COMMENCEMENT** The Company will advise Participants via means of advertisement which may include but not limited to pamphlets, newspaper advertising, social media, signage, banners, radio, SMS text and/or any source of advertisement, of the registration date, locations and training information of The Challenge.
- 11 COMPLETION** The Challenge runs for ten (10) weeks, it's completion being after the final training session (20 (twenty) in total). If the Participant fails to complete The Challenge within the specified time, the Participant does so on forfeit. There are no refunds.
- 12 LATE ENTRIES** Late entries will be accepted up until the fourth (4th) training session of The Challenge. No make up sessions provided, nor pro rata registration fees, for training sessions missed due to late entry.
- 13 CHALLENGE CONTENT** The Challenge consists of 20 (twenty) one (1) hour training sessions at an official location as set down by The Company. The Company has the right to change the official location of The Challenge in the event of unforeseeable events or unsuitable conditions including but not limited to weather, health and safety concerns or trainer availability.
- 14 TRANSFER OF REGISTRATION** All registrations for The Challenge are non-transferable unless under an official medical certificate transfer approved by The Company.
- 15 CANCELLATION** The Challenge is void where it is prohibited by law. Registration fees are non-refundable after completion of the first training session of the Challenge, regardless of whether the Participant attends or not.
- 16 NO GUARANTEE OF WEIGHT LOSS / BODY TRANSFORMATION** Participation in The Challenge DOES NOT GUARANTEE WEIGHT LOSS nor BODY TRANSFORMATION. Factors such as diet, genetic makeup, overall health, lifestyle, eating habits or physiological differences may influence weight and body shape changes. Please consult your physician before beginning any new weight loss program.
- 17 PRIZES AND AWARDS** Prizes and awards available to Participants may included but not limited to cash, cheques, gift vouchers, flowers, free entry, trophies, certificate and or acknowledgement.
- 18 TAXES** Taxes on receiving of prize monies are the sole responsibility of each Participant.
- 19 TO CLAIM A PRIZE** To be considered for an award each person must be a registered Participant with The Company for The Challenge. Participants must meet the criteria of (2) **ELIGIBILITY TO WIN**. Participants must have a recorded weight at time of registration and final weigh in weight recorded BEFORE the commencement of the final training session of The Challenge (no exceptions).
- 20 MULTIPLE WINNERS** In the event of a tie of two or more winners with the same body percentage of weight loss during The Challenge, the prize money will be shared evenly amongst the winners.
- 21 NON-COMPLIANCE** Prizes and awards may not be given in the event (a) potential winners payment history shows little or no fidelity to The Company and The Challenge; (b) potential winner cannot be reached for whatever reason after a fair and reasonable effort has been exerted based on the information recorded on the Registration Form; (c) non-compliance with the criteria; (d) potential winner is found to be ineligible to enter The Challenge or receive the prize; (e) the potential winner does not exist as a registered participant or is not formally registered with The Company; (f) the potential winner was disqualified from The Challenge. In the instance of non-compliance, an alternate winner may be selected by The Company at it's sole discretion from amongst Participants of The Challenge.
- 22 RELEASE** Participants consent to the unrestricted use, publication and reproduction (including Worldwide rights) in perpetuity by The Company, it's trainers, officials, staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessees of premises used to conduct it's training purpose (releasees) of photographs, sound recordings and/or videos ("Media") for the purposes of advertising, publicity, general display or for any other purposes in whole or in part, including on The Company's website. Participants agree that the use, publication or reproduction of the Media may occur by any medium, including but not limited to newspapers, magazines, brochures, television advertisements, promotional content and websites, including social media platforms. Participants agree that the rights granted to The Company are perpetual and thereby waive any interest that Participants may have in the copyright to the Media now or at any future time. Participants acknowledge that they do not expect to receive any payment or any other consideration in connection with the taking, use or storage of the Media; and acknowledge and agree that any use of the Media are made in good faith and is not intended to defame or offend or bring any Participant's reputation into disrepute. Participants release The Company from any liability (including consequential loss) connected with the publication, reproduction, or release of the Media. Participants agree, understand and sign a Waiver & Release of Liability releasing all liability and responsibility from The Company in the event of any injury, accident and/or death sustained before, during or after participating in The Challenge or any training with The Company.
- 23 GENERAL** No Participant shall use any artificial or inappropriate means of weight loss or alteration of the body composition in order to win The Challenge, including but not limited to liposuction, weight loss surgery, diuretics, weight loss pills or formula promoting rapid weight loss, or other similar procedures or products. All interpretations of these rules shall be made by The Company, whose decisions and interpretation shall be final and binding. The Company reserves the right to cancel, terminate or suspend The Challenge or any part of The Challenge for any reason. The Company reserves the right, at its sole discretion to disqualify or refuse entry to any person/s (Participant or non-participant) the The Company believes in good faith to be tampering with the entry process or other Participants welfare. The Company shall not be held responsible for lost or stolen articles, or incomplete or late entries to The Challenge.
- 24 REFUSAL** The Company reserves the right to void entries at issue and/or terminate the relevant portion of The Challenge, including the entire Challenge and/or modify The Challenge. The Company reserves the right for the refusal of entry into The Challenge if a person/s is suspected to be acting in violation of these Terms & Conditions or any other term of The Challenge as set by The Company.