

## The Gym Group –Refer a Friend (Fiat 500) Terms and Conditions

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### Introduction

We've set out below the terms and conditions for our Fiat 500 Refer a Friend promotion. 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 completing the “Refer a Friend” process at our website and entering the promotion you are accepting all the terms and conditions in this document.

1. The Promoter is The Gym Limited of 5th Floor, OneCroydon, 12 - 16 Addiscombe Road, Croydon, CR0 0XT.
2. The Refer a Friend Promotion will run from August 22<sup>nd</sup>, 2018 until 1,500 qualifying entries have been made.
3. The prize draw (the “Prize Draw”) is open to active members of The Gym Group only. Employees or agencies of The Gym Group, their family members, or anyone else connected with the Prize Draw may not enter the Prize Draw.
4. The prize is a new Fiat 500 1.2 POP 3 door hatchback supplied by fairsquare.com. Images of the vehicle used in marketing material are for illustrative purposes. Body paint colours and optional extras may vary from those shown.
5. One winner will be chosen at random from the qualifying entries. The winner will be notified by email no later than November 30<sup>th</sup>, 2018.
6. To be eligible for entry you must be a resident in the UK and aged 18 years or over.
7. To participate in the Refer a Friend promotion you must enter your membership PIN and your friend's name, a valid email address and mobile number. Entries can be made via The Gym Group's website (either on the referral page at [www.thegymgroup.com/refer-a-friend](http://www.thegymgroup.com/refer-a-friend) or via the Member Area referral form).
8. You can refer as many Friends as you like. A friend is any friend, family member or other member of the public, provided they are aged 18 or over and a UK resident.
9. If any friend referred by you subsequently makes a qualifying purchase, you and your qualifying friend will separately be entered into the Prize Draw. You will be entered into the draw once for each qualifying purchase that is made.
10. In order to make a qualifying purchase your friend must:
  - Have been referred by an existing member. If several existing members refer the same Friend, only the first referral will qualify.
  - Sign up using the email address that their invitation was sent to.

- Sign up to the same gym as the referrer (their 'home' gym).
  - Successfully pay the required joining fee, if applicable. (Please note the standard joining fee is £25 but varies at some sites).
  - Successfully become a full paying monthly member of The Gym Group.
  - Be one of the 1,500 new joiners from August 20<sup>th</sup>. In the event that 2 or more new members are deemed by us (in our absolute discretion) to be the 1,500<sup>th</sup> joiner (i.e. a tie) all members defined as such will be entered into Prize Draw.
  - Comply with our Membership Agreement and these Terms and Conditions.
11. The prize is not transferable, and no cash alternative will be offered.
12. The Gym reserves the right to disqualify any entries which it deems, at its sole discretion, to contravene the spirit of the promotion and the prize, if already awarded, must be returned immediately in its original condition, subject only to fair wear and tear during the period between delivery to the disqualified winner and the date when that person is notified of disqualification.
13. The Gym Group cannot accept responsibility for entries lost or delayed in transmission. Under no circumstances will The Gym Group (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 Refer a Friend promotion or prize draw or any prize connected with the Refer a Friend promotion 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.
14. By participating in the Refer a Friend promotion you are acknowledging and accepting these terms and conditions in their entirety. By providing us the information you are consenting to us contacting you and confirming that the persons referred by you have given their specific consent authorising you to provide their contact details to us in relation to this promotion and our subsequently contacting them directly to provide further details to them of our business, the terms of this promotion and confirming your participation in the referral. We will not pass, sell or trade your details with 3rd parties, and you may unsubscribe from any email communication by using the supplied links in future correspondence. For any other questions, please contact us by visiting [www.thegymgroup.com/about-the-gym/contact-us](http://www.thegymgroup.com/about-the-gym/contact-us).
15. These terms and conditions shall be governed by and construed in accordance with the laws and England and subject to the exclusive jurisdiction of the courts of England and Wales.