### The Gym Group - 2018 Movember Competition

### 1. The Promoter

The promoter is The Gym Limited (company number 5659669) whose registered office is at 5<sup>th</sup> Floor, One Croydon, 12-16 Addiscombe Road, Croydon CR0 0XT. The Gym Limited is a company within The Gym Group whose ultimate parent is The Gym Group PLC.

## 2. The Competition

- **2.1** The title of the competition is "Movember Gillette Fundraising Promotion".
- **2.2** The purpose of the competition is to encourage participation in the 2018 "Movember" fund raising event via the MoSpace website.
- **2.3** The object of the competition is to reward the five qualifying **individual members** of The Gym Group who raise the most money by donations through a Gym Group members' MoSpace webpage on or before the Closing Date.

#### 3. How to Enter

- **3.1** The competition will run from 00.01 hours on 19 November 2018 (**Opening Date**) to 00.00 hours on 1 December 2018 (**Closing Date**) inclusive.
- **3.2** Participants may only take part in the competition if they are current members of a Gym Group gymnasium and participate as part of a Gym Group Team Page established on the MoSpace website. An illustration of the mode of participation can be found at: <a href="https://uk.movember.com/team/2284598">https://uk.movember.com/team/2284598</a> (our Ilford Team site).
- **3.3** Participation in Movember via your own individual page will not count towards the Competition. You **must** join a **Gym Group team page** and establish yourself as a member of a Gym Group "team".
- **3.4** To enter the competition:
  - Go to the MoSpace website: <a href="https://uk.movember.com">https://uk.movember.com</a> OR follow the link on our own Gym Group website: <a href="http://www.tggplc.com">http://www.tggplc.com</a>;
  - Follow the Link to an appropriate Gym Group Team, such as the Ilford team above; and
  - Join the Team by following the "JOIN THIS TEAM" link.
- **3.5** Beyond membership of a Gym Group gym, no purchase is necessary and there is no charge to register for use of our website or the MoSpace website.
- **3.5** The Promoter will **not** accept responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- **3.6** By submitting an application to "JOIN THIS TEAM", you are agreeing to be bound by these terms and conditions and also the terms and conditions of MoSpace.
- **3.7** Please see <a href="https://www.thegymgroup.com/">https://www.thegymgroup.com/</a> for a copy of these competition terms and conditions.
- **3.8** The **FIVE** (5) highest donations by individual members of The Gym Group who participate via a Gym Group team will be determined as soon as reasonably possible after the Closing Date by a panel of three judges by

reference the MoSpace live table tracking live results and/or to any breakdown or analysis of that data provided to the Promoter by MoSpace and/or Movember Europe. The decision of the panel of judges (acting reasonably) will be final.

**3.9** A list of names of the judges can be viewed on the Gym Group main website <a href="https://www.thegymgroup.com/">https://www.thegymgroup.com/</a> **OR** at the offices of the Promoter set out in Condition 1 from the Closing Date for a period of 30 days.

## 4. Eligibility

- **4.1** The competition is only open to all residents in the UK aged 18 years or over, **except**:
- (a) employees of the Promoter or its holding or subsidiary companies;
- **(b)** employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
- (c) members of the immediate families or households of (a) and (b) above.
- **4.2** In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the competition.
- **4.3** The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the competition.

#### 5. Prizes

- **5.1** There are five (5) individual prizes available to be won.
- **5.2** Each individual prize will consist of one years' supply of Gillette razors and shaving foam.
- **5.3** Each prize will be delivered by post in a single parcel to a single address in the United Kingdom to be specified by the relevant winner.
- **5.4** Each prize is supplied by Hill & Knowlton Strategies (Gillette UK PR agency). The Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control make it necessary to do so.
- **5.7** The prizes are not negotiable or transferable.

#### 6. Winners

- **6.1** The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
- **6.2** The Promoter will contact each of the five winners personally as soon as practicable after the Closing Date, using the telephone number or email address provided with the on-line competition entry.
- **6.3** The winners of the competition will be announced on the Gym Group website on or about 17th December 2018 or as soon thereafter as is possible.
- **6.4** A list of Winners can be viewed on the above website or at the offices of the Promoter set out in Condition 1 from the Announcement Date for a period of 30 days.

## 7. Claiming the Prize

- **7.1** Please allow 14 days for delivery of the prize.
- **7.2** A prize may not be claimed by a third party on your behalf.
- **7.3** The Promoter will make all reasonable efforts to contact each of the winners. If the winner cannot be contacted or is not available, or has not claimed their prize within 30 of days of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the data available at the Closing Date.

# 8. Limitation of Liability

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

# 9. Data Protection and Publicity

The Promoter will only process your personal information as set out in the Gym Group Privacy and Cookie Policy on our main website: thttps://www.thegymgroup.com/privacy-cookie-policy/.

### 10. General

- **10.1** If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- **10.2** The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- **10.3** These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

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