

## The Gym Limited – 'Refer a Friend Promotion: June 2019' – Terms & Conditions

## Introduction

We've set out below the terms and conditions for our '**Refer a Friend Promotion: June 2019'**. These terms are, where applicable, in addition to our:

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

By entering the "**Refer a Friend Promotion: June 2019**" 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 Refer a Friend promotion.

- 1. The Promoter is The Gym Limited plc of 5th Floor, OneCroydon, 12 16 Addiscombe Road, Croydon, CR0 0XT. Amazon.co.uk is not a sponsor of this Promotion see below for Amazon.co.uk Gift Card General Terms.
- 2. The Refer a Friend Promotion will run from **00:01 17th June 2019 until 23:59 23<sup>rd</sup> July 2019** but may be withdrawn or amended at any time and without notice.
- If the Promotion is withdrawn, any rewards due as a result of a 'Qualifying Purchase' (see paragraph.
  9 below) made as a result of a referral will be honoured.
- 4. The Promotion will only be available to members at participating gyms and members will be made aware of the Promotion via email communication.
- 5. To be eligible for entry you must be a resident in the UK and be 18 years or over and be an active member of The Gym.
- 6. If you are an employee of The Gym 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.
- 7. To participate in the Refer a Friend Promotion you must enter your friend's name, a valid email address and mobile number. Entries can be made via The Gym Limited's website (either on the referral page at <a href="https://www.thegymgroup.com/refer-a-friend">www.thegymgroup.com/refer-a-friend</a> 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 a friend subsequently makes a qualifying purchase, **you will receive a £10 Amazon Gift Code** which will be sent by email.
- 10. In order to make a qualifying purchase your Friend must:
  - a. Sign up using the email address that their invitation was sent to.
  - b. Sign up to the same gym as the referrer (their 'home' gym).
  - c. Successfully pay the required joining fee. (Please note the standard joining fee is £25 but varies at some sites).



- d. Successfully become a full paying monthly member of The Gym Limited.
- e. Comply with our Terms of Use.
- 11. The £10 Amazon Gift Codes are not transferable, and no cash alternative will be offered. We reserve the right at any time to substitute an alternative of similar or greater value.
- 12. The Gym Limited reserves the right to disqualify any entries which it deems, at its sole discretion, to contravene the spirit of the promotion.
- 13. Amazon Gift Codes will be sent by email to you within 30 days from the promotion end date.
- 14. Any third-party terms and conditions relating to the promotion are beyond the control of The Gym Limited.
- 15. The Gym Limited cannot accept responsibility for entries lost or delayed in transmission. 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 Incentive 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 this promotion.
- 16. By entering the 'Refer a Friend Promotion: June 2019' 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 your referees with further information and offers from The Gym. We will not pass, sell or trade your details with 3rd parties, and you may unsubscribe from any email communication by using the supplied link. For any other questions, please contact us by visiting www.thegymgroup.com/about-the-gym/contact-us.
- 17. 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.

## Amazon.co.uk Gift Card General Terms

Amazon.co.uk is not a sponsor of this promotion. Amazon.co.uk Gift Cards ("GCs") may be redeemed on the Amazon.co.uk website towards the purchase of eligible products listed in our online catalogue and sold by Amazon.co.uk or any other seller selling through Amazon.co.uk. GCs cannot be reloaded, resold, transferred for value, redeemed for cash or applied to any other account. Amazon.co.uk is not responsible if a GC is lost, stolen, destroyed or used without permission. See <u>http://www.amazon.co.uk/gc-legal</u> for complete terms and conditions. GCs are issued by Amazon EU S.à r.l. All Amazon <sup>®</sup>, <sup>™</sup> & <sup>©</sup> are IP of Amazon.com, Inc. or its affiliates.