The Gym Limited – 'Motivations - Refer a Friend Competition' – Terms & Conditions

Introduction

We've set out below the terms and conditions for our **'Motivations - Refer a Friend Competition'**. 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 (https://www.thegymgroup.com/privacy-cookie-policy/).

By entering the "Motivations - Refer a Friend" Competition 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

- 1. The Promoter is The Gym Limited plc of 5th Floor, OneCroydon, 12 16 Addiscombe Road, Croydon, CR0 0XT.
- 2. The Refer a Friend Competition will run from 00:01 on 14th January 2019 until 23:59 on Thursday 31st January 2019.
- 3. If the Competition is withdrawn, any rewards due as a result of a 'Qualifying Purchase' (see paragraph. 9 below) made as a result of a referral will be honoured.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 Competition will only be available to members at participating gyms and members will be made aware of the Competition via email communication and signage within the gym.
- 5. To be eligible for entry you must be a resident in the UK and be 18 years or over.
- 6. To participate in the **'Motivations Refer a Friend Competition'** 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 Limited's website on the Member Area referral form at http://www.thegymgroup.com/refer-a-friend/.
- 7. 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.
- 8. If a friend referred by you subsequently makes a Qualifying Purchase, you will be entered into a draw to be in with the chance of **winning one of the five x 1 year's free membership** at the qualifying gym.
- 9. In order to make a Qualifying Purchase your Friend must:
 - a. Sign up using the link provided in the referral email, using the email address that their invitation was sent to.
 - b. Successfully pay any required subscription fees.
 - c. Successfully become a full paying monthly member of The Gym Limited.
 - d. Comply with The Gym Limited's Terms and Conditions
- 10. The Gym Limited reserves the right to disqualify any entries which it deems, at its sole discretion, to contravene the spirit of the Competition and any prize if awarded will be cancelled.
- 11. The winners will be selected at random at the end of the campaign from all valid entries. The winners will be contacted via email within 30 days of the campaign end date with details around setting up the free membership. Winners will not be reimbursed for any past payments and the free membership will start from the date of the winners' next payment

date and end 12 months later. After 12 months, Direct Debit payments will re-start unless cancelled.

- 12. The Gym Limited's decision in respect of all matters to do with the Refer a Friend Competition will be final and no correspondence will be entered into.
- 13. The prize is not transferable, and no cash alternative will be offered.
- 14. 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 Refer a Friend Competition or prize draw or any prize connected with the Refer a Friend Competition 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.
- 15. By using the **'Motivations Refer a Friend Competition'** 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 the particular Refer a Friend Competition and our subsequently contacting them directly to provide further details to them of our business, the terms of the Competition 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 link. For any other questions, please contact us by visiting <u>www.thegymgroup.com/about-the-gym/contact-us</u>.
- 16. 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.