

# Peak and Torian Pro: Ultimate Recovery Pack 2019 Competition

7 November 2019 to 10 December 2019

## Terms and Conditions

1. Information on how to enter forms part of the terms and conditions of entry. By submitting an entry, all entrants are deemed to have accepted these terms and conditions. All entrants are consenting to receive online communications from Peak Sports and Spine Centre and Torian Pro.
2. Entry is open to Queensland residents who are 18 years or older ("**Entrants**"). The Promoter is Peak New Farm ATF Peak New Farm Unit Trust ABN 27 633 938 875 of 171 Riding Road, Hawthorne, QLD, 4170.
3. Employees of Peak Sports and Spine Centre, Torian Pro, or agencies associated with the promotion, and their immediate families, are ineligible to enter the competition.
4. You will be entered into the Peak and Torian Pro: Ultimate Recovery Pack 2019 Competition ("**Promotion**") by visiting <https://peakexperience.com.au/torianpro2019> and filling out the entry details. Each entrant will go into the draw. The competition commences on 7 November 2019 at 12:00 AEST and concludes on 10 December 2019 at 17:00 AEST.
5. Entrants need to complete the online entry form, including entering their name and email address, and agree to the terms on the online entry form page.
6. Entrants receive one (1) entry for completing and submitting the entry form online via the competition page. There is a limit of **one (1) entry** per person (unique email address) **per day**.
7. On submission of the online entry form, the entrant will be taken to a confirmation of entry/thank you page and can share the competition via Facebook, Twitter, or email to earn **Bonus Entries** into the Competition.
  - a. Bonus Entry Method 1 – Facebook Share: Follow prompt on confirmation of entry page to share the link to the Promotion via Facebook (max 1 bonus entry per day);
  - b. Bonus Entry Method 2 – Twitter Share: Follow prompt on confirmation of entry page to share the link to the Promotion via Twitter (max 1 bonus entry per day);
  - c. Bonus Entry Method 3 – Email Share: Follow prompt on confirmation of entry page to share the unique URL provided with a friend via email. The entrant's friend must enter the Promotion via the unique URL provided to them in order for the original entrant to receive the bonus entry (max 1 bonus entry per day).

8. Multiple Entries into the Competition are permitted subject to the following:
  - a. Limit one (1) Initial Entry permitted per person per day;
  - b. Bonus Entry Methods 1, 2 & 3 may be completed once per person each day (i.e. max three (3) bonus entries in total permitted per person each day); and
  - c. Each entry must be completed in accordance with the entry instructions above.
9. The winners will be selected by random draw. The drawing of the prizes will be conducted at XCOM Media, Level 1, 235 Edward Street, Brisbane QLD 4000 at 10:00 AEST on 13 December 2019.
10. The prize winners will be notified by email within two (2) business days of the draw. The promoter accepts no responsibility or liability in circumstances where the email address provided by the entrant is not valid.
11. The winners' names will be published on the competition website, <https://peakexperience.com.au/torianpro2019>, on 13 December 2019.
12. The total prize pool is worth a maximum value of \$3,500(AUD).
13. There will be three (3) winners, and they will win one (1) of the following:
  - a. First Prize worth \$2,000 (AUD) – Rapid Reboot Recovery Pack, which includes one pair of boot attachments, one pair of hip attachments, one pair of arm attachments, one control unit, one duffel bag, and a 1-year warranty.
  - b. Second Prize worth \$1,000 (AUD) – A t-shirt signed by Rich Froning;
  - c. Third Prize worth \$500 (AUD) – 3-month CrossFit Torian voucher.
14. The prizes, or any unused portion of the prizes, are not redeemable for cash or transferable and must be taken as offered.
15. The Promoter shall not be liable for the prizes being lost, stolen, damaged or tampered with in any way before they reach the winners or after they have been released to the winners.
16. Prizes are subject to availability. If the Promoter is unable to provide the winner with a nominated prize, the Promoter reserves the right to substitute any prize with another of similar monetary value to the nominated prize, subject to any directions given by relevant State gaming departments.

17. If any Prize is not claimed within three (3) months of the winner being notified, then that Prize will be deemed unclaimed and the winner will forfeit their right to the Prize. Unclaimed Prizes will be redrawn at 10:00 AEST on 17 March 2020 at XCOM Media, Level 1, 235 Edward Street, Brisbane QLD 4000. These Terms and Conditions apply to the redraw as if the redraw was the original draw.
18. The winners of any redrawn Prizes will be notified by email within two (2) business days of the redraw. The winners' names will be published on the competition website, <https://peakexperience.com.au/torianpro2019>, by 17 March 2020.
19. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and age) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. The Promoter's decision is final, and no further correspondence will be entered into. No responsibility will be taken for lost, late or misdirected entries.
21. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter. Entrants understand that they are providing their information to the Promoter and not to Facebook or Twitter. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Twitter.
22. If for any reason this Promotion is not capable of running as planned (whether caused by a computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness or integrity of the Promotion), the Promoter reserves the right in its sole discretion (subject to any written direction given by a relevant regulatory authority) to cancel, terminate, modify or suspend the Promotion.
23. Incomprehensible and incomplete entries will be deemed invalid. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information either caused by website users or by any of the equipment used, or by any computers or technology used by intermediaries, service providers, or business partners to facilitate the Promotion.

24. The Promoter is bound by the Privacy Act 1988. By entering this Promotion, entrants are providing consent for the Promoter to hold and use their personal information. The Promoter collects personal information in order to conduct the Promotion and for general marketing and research purposes. If you do not provide the information requested, you will not be able to participate in the Promotion. Your personal information may be shared with any other Peak Sports and Spine Centre entity, Torian Pro entity, or with third parties who provide services to the Promoter, the Peak Sports and Spine Centre entity, or the Torian Pro entity, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages and marketing communications. Entrants should direct any request to access, update, remove, or correct information direct to the Promoter. The Peak Sports and Spine Centres' Privacy Policy (available at <https://www.peaksportsandspinecentre.com.au/privacy-policy/>) provides further information on how you can access and correct the information that Peak Sports and Spine Centre holds about you, how you may complain about a breach of privacy and our process for resolving privacy related enquires and complaints.
25. Each entrant releases and indemnifies the Promoter against all liability, cost, loss or expense arising out of acceptance of the prize or participation in the competition including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.