

ALPHA SQUAD

General Competition Terms and Conditions

1. Introduction

1.1 These Terms and Conditions (General Competition Rules) shall be binding on you when entering any competitions, give aways, contests of skill and promotions operated by LifeXP Pty Ltd T/A Alpha Squad (ALPHA SQUAD) or any company or website owned or controlled by Alpha Squad.

1.2 These General Competition Rules apply to all ALPHA SQUAD competition entrants. ALPHA SQUAD may amend them from time to time. Special Terms and Conditions may apply to particular competitions, in which case a schedule to these General Competition Rules will be made.

1.3 Copies of Competition Rules are available on request from ALPHA SQUAD. (Please e-mail hello@alphasquad.com.au or ask at Reception)

1.4 Entry and participation in any competition shall be deemed an unconditional acceptance by you of these Terms. All entry instructions and any other specific details relating to the competition or the prizes form part of these Terms.

2. Eligibility

2.1 You must be ordinarily resident in the Australia. Unless otherwise stated, Employees of ALPHA SQUAD, their immediate families or any other persons directly or indirectly connected with the competition are not eligible to enter any competition.

2.2 You may not enter a competition if, on the date it is announced, you do not conform to the required profile of entrant. For example a competition may be limited by age, residential location or satisfy eligibility criteria.

2.3 Unless otherwise stated you must be at least 18 years old, and if requested to do so, provide proof of your age.

2.4 You must provide personal details or other information as reasonably requested by ALPHA SQUAD. Refusal to comply will result in disqualification from the competition.

2.5 All decisions of ALPHA SQUAD will be final and binding. No correspondence will be entered into.

2.6 All entries must be received by ALPHA SQUAD by the closing date and time specified in the competition. No responsibility will be taken by ALPHA SQUAD for any answers that are illegible, misdirected, lost for technical or other reasons or received after the closing date.

3. Health and Safety

3.1 By entering a ALPHA SQUAD competition you agree to abide by these Terms and Conditions. You confirm and warrant that to the best of your knowledge your general state of health is good and you have no medical condition that could be adversely affected by strenuous exercise or any of the events or activities planned or reasonably expected to be involved in the competition or the prize(s) available to win in the competition entered.

3.2 You agree to co-operate and comply with all reasonable requests of ALPHA SQUAD and its agents and employees (in particular with respect to health and safety) in connection with the competition, its broadcast and any prize offered.

3.3 You must take all reasonable steps to ensure your own health and safety. Any conduct or behaviour, act or conduct by you that ALPHA SQUAD considers to pose any medical, security or safety risk will lead to your immediate disqualification (including without limitation, any abusive behaviour, physical or verbal).

3.4 All activities are undertaken at your own risk. You must notify ALPHA SQUAD of any medical or other condition which may mean that you are unfit for participation in a Competition as soon as you become aware of such a condition.

4. Prizes

4.1 All prizes must be collected within 30 days from the date of winning unless an alternate timeframe is advised in the competition. After that time, unclaimed prizes will be deemed null and void. ALPHA SQUAD will not notify winners of the time remaining. It is the sole responsibility of winners to collect their prize.

ALPHA SQUAD

General Competition Terms and Conditions

4.2 Prizes must be collected in person unless otherwise advised by ALPHA SQUAD. Identification that includes a photograph (driver's licence, passport, student card) will be required. Where prizes are posted out, ALPHA SQUAD accepts no liability for the safe and effective postal delivery of a prize.

4.3 In certain situations, and subject to the absolute discretion of ALPHA SQUAD, a winner may nominate a designated representative to collect the prize. The representative will be asked to provide written authorisation from the winner and identification for both the winner and the representative.

4.4 Winners under the age of 18 must be accompanied by a parent or guardian when collecting their prize. Both the winner and their parent/guardian must provide photographic identification.

4.5 Where a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with at the absolute discretion of ALPHA SQUAD.

4.6 All prizes are accepted entirely at the risk of the winner and ALPHA SQUAD excludes all warranties in connection with any prize. Prizes may require use with additional safety equipment (e.g. harnesses, helmets) or specific training or licensing, all of which is the responsibility of the entrant/prize winner

ALPHA SQUAD is not liable for any costs relating to the collection of prizes or an add-on required i.e. travel, accommodation, etc.

4.7 Prizes are not transferable, must (where applicable) be used on the dates specified and may not be redeemed for cash.

4.8 If a specified prize becomes unavailable, ALPHA SQUAD may substitute a replacement prize at its absolute discretion. In such an instance, ALPHA SQUAD will endeavour to ensure the substitute prize is of equal or greater value to the original prize. Please allow 28 days for the delivery all prizes.

4.9 ALPHA SQUAD, its agencies, affiliates and representatives are not responsible for defective prizes or misuse of any prize, or claims, liability, loss or damage arising out of or in connection with any competition promoted by ALPHA SQUAD.

4.10 If the winner(s) of the prize cannot be traced after all reasonable efforts having been made by ALPHA SQUAD, then ALPHA SQUAD may dispose of the prize as it thinks fit without any liability to the winner(s) for having done so.

4.11 Entry costs (where applicable) are as advertised. Entrants are liable for their costs to access telephone, mobile or computer networks.

4.12 Where prizes are to be provided by a third party then the winner(s) will be required to complete all appropriate or applicable booking or other formalities direct with such provider. ALPHA SQUAD will have no responsibility for the acts or defaults of any other persons.

4.13 ALPHA SQUAD reserves the absolute right to disqualify any entrant to any competition which it considers has used improper technical means to enter.

5. The Competition

5.1 ALPHA SQUAD does not accept responsibility for entries lost, damaged or delayed in transit to the competition address. Proof of posting will not be accepted as proof of receipt (nor will proof that an email has been sent be accepted as proof it has been received).

5.2 Source material utilised by ALPHA SQUAD shall be taken as correct.

5.3 Fraudulent, illegible or incorrect entries will not be accepted (at the absolute discretion of ALPHA SQUAD).

5.4 The decision of ALPHA SQUAD's judges is final and conclusive in all circumstances and no correspondence will be entered into.

ALPHA SQUAD

General Competition Terms and Conditions

5.5 ALPHA SQUAD may terminate any competition at any time at its absolute discretion. In the event of such termination, ALPHA SQUAD may, at its absolute discretion, elect not to award any prize in respect of the terminated competition.

5.6 All entries become the property of ALPHA SQUAD and will not be returned to you unless otherwise stated.

5.7 Unless otherwise stated, all times and dates shall reflect the date and time applicable in Melbourne, Victoria, Australia.

6. Confidentiality and Release

6.1 You undertake not to disclose, reveal, communicate or otherwise make public to anyone at any time any information relating to ALPHA SQUAD, its business, personnel, servants, agents or officers.

7. Publicity

7.1 Competitors may be required by ALPHA SQUAD to participate in a photo, video and/or film session, and acknowledge that ALPHA SQUAD has the right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit, unless that person informs ALPHA SQUAD at the time of entering the competition that he or she wishes to retain his or her anonymity.

7.2 Competition entries and material submitted in connection with any competition (whether in written, audio, electronic or visual form, or any combination of those) or any photographs, video and/or film footage and/or audio recording taken of competitors become the property of ALPHA SQUAD, which may use the material in any medium and in any reasonable manner it sees fit. Copyright and any other rights in any such material remain the sole property of ALPHA SQUAD.

7.3 ALPHA SQUAD may publicise, broadcast or otherwise disclose a competitor's name, character, likeness, statements or any recording of his or her voice in advertising or promotional activities concerning a specific competition, or ALPHA SQUAD competitions generally. ALPHA SQUAD may promote or advertise that a winner has won a competition.

7.4 ALPHA SQUAD may incorporate information from entrants in any competition in any database to be used for the purpose of its business. Upon entry into a competition a competition entrant will automatically give permission for use of personal data and this information will be retained in accordance with the Privacy Act.

8. ALPHA SQUAD - Exclusion of Liability

8.1 ALPHA SQUAD is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the competition or prizes, other than those costs and expenses specifically provided for in the prize (if any). This exclusion does not include any liability for negligence by ALPHA SQUAD

8.3 ALPHA SQUAD accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for any special, direct, indirect or consequential loss of any nature howsoever arising.

8.4 ALPHA SQUAD shall not be liable to perform any of its obligations under the competition or in respect of the prizes where it is unable to do so as a result of circumstances beyond its control and shall not be liable to compensate you in such circumstances. For the avoidance of doubt such circumstances include but are not limited to acts of god, insolvency by Alpha Squad or the competition entrant or where a prize becomes unavailable.

9. Jurisdiction

9.1 These rules shall be governed and construed in accordance with Victorian Law.

9.2 Where ALPHA SQUAD has special competition Terms and Conditions in relation to a particular competition, then they (the special terms and conditions) will prevail in the event of inconsistency between those special competition Terms and Conditions and these General Competition Rules.

ALPHA SQUAD

General Competition Terms and Conditions

9.3 Persons under the age of 18 are ineligible to enter any competition where the prize consists of a vehicle or alcohol, or where the Special Competition Terms and Conditions otherwise provide.

9.4 A failure by ALPHA SQUAD to enforce any of these competition rules in any instance(s) will not give rise to any claim by any individual. Nor shall it reduce, exclude or otherwise waive any right ALPHA SQUAD may have under these Terms and Conditions or at Law.

9.5 Special restrictions or qualifications may apply to particular competitions, in which case a schedule to these General Competition Terms and Conditions will be made.

9.6 ALPHA SQUAD may change these General Competition Terms and Conditions at any time.

Schedule

1. Alpha Squad 3 Month Unlimited Membership Give-away February 2019
2. Alpha Squad Family and Friends 28 Day Challenge Giveaway February 2019

ALPHA SQUAD

General Competition Terms and Conditions

Schedule 1

Competition Name: Alpha Squad 3 Month Unlimited Membership Give-away February 2019

Open Date and Time: 1700 h, 5-2-2019

Close Date and Time: 1700 h, 20-2-2019

Prize(s):

Major – 1 x 3 month unlimited membership to Alpha Squad group training sessions

Minor – 3 x 28 Day Challenge programs

Special Entry Conditions:

In addition to the General Competition Rules, the Entrant must satisfy the entry requirements below:

Either of:

- A) Like, share and tag a friend in the comments of the competition post on Facebook
Like the Alpha Squad Facebook page
- B) Like and tag a friend in the comments of the competition post on Instagram
Follow @Alphasquadhq on Instagram

Eligibility Criteria:

None applicable

Special Terms and Conditions:

1. Only one entry will be accepted per person
2. Winners will be chosen by random selection using Microsoft Excel.
3. Winners will be notified on Facebook and Instagram only.
4. Where the prize is not claimed within 48 hours, Alpha Squad may select a replacement winner.
5. Alpha Squad reserves the right to amend, alter or otherwise change these special terms and conditions at its sole discretion and without notice to competition entrant. Where such change occurs, the new terms and conditions shall apply to all entrants including those that entered prior to the change.

ALPHA SQUAD

General Competition Terms and Conditions

Schedule 2

Competition Name: Alpha Squad Family and Friends 28 Day Challenge Giveaway February 2019

Open Date and Time: 1700 h, 24-2-2019

Close Date and Time: 1700 h, 10-3-2019

Prize(s):

Major – 2 x 28 Day Challenge packages (1 for existing member and 1 for member's family or friend)

Special Entry Conditions:

In addition to the General Competition Rules, the Entrant must satisfy the entry requirements below:

Either of:

- A) Share the competition post
- B) Tag a friend in the comments of the competition post on Facebook or Instagram
- C) Like the Alpha Squad Facebook page or Follow @Alphasquadhq on Instagram

Eligibility Criteria:

Must be over 18 to enter, friends and/or family members must be over 16 in order to use 28 Day Challenge.

Special Terms and Conditions:

1. Only one entry will be accepted per person
2. Winners will be chosen Live on Facebook and Instagram by random selection.
3. Winners will be notified on Facebook and Instagram only.
4. Where the prize is not claimed within 48 hours, Alpha Squad may select a replacement winner.
5. Prize Challenges must be commenced within 7 days of claiming.
6. Alpha Squad reserves the right to amend, alter or otherwise change these special terms and conditions at its sole discretion and without notice to competition entrant. Where such change occurs, the new terms and conditions shall apply to all entrants including those that entered prior to the change.