

CHALLENGE TERMS & CONDITIONS

Challenge Participants

Challenge is open to all Atmosphere and Fitness Passport members.

Non-members must become a financial member of Atmosphere Health & Fitness Club for the duration of the Challenge, to take part in the Challenge.

All participants must be 16 years and over.

Registrations for the Challenge will close at 3:30pm on Sunday 16th September. No registrations will be accepted after this time.

Payments

1. To reserve your spot on the challenge, you must pay the non-refundable \$135 registration fee prior to the start of the challenge
2. Once confirmed as a participant on the Challenge. Atmosphere will not accept any liability should you miss sessions or not complete the challenge.
3. There will be no refunds or catch-ups for any unused Challenge sessions.
4. There will be no refunds due to illness or injury, or for any reason within or outside of your control.

EVOLT360 Scans and Before and After Photos

You must complete your INITIAL weigh-in at Atmosphere Health & Fitness Club on the EVOLT360 Scales between Monday 10th and Saturday 15th September AND you must complete your FINAL weigh-in at Atmosphere Health & Fitness Club on the EVOLT360 Scales between Monday 19th and Monday 26th November.

Before photos will be taken at Atmosphere Health & Fitness Club on Saturday 15th and Sunday 16th September between 8am and 3:30pm by our designated professional photographer.

After photos will be taken at Atmosphere Health & Fitness Club on Saturday 24th and Sunday 25th November between 8am and 3:30pm by our designated professional photographer.

Challenge participant must be in underwear or swimwear (must be a two piece for females).

The same clothing items must be worn for the before and after photos.

Atmosphere Challenge Prizes

1. To be eligible to win you must comply with these terms and conditions.
2. To be eligible to win you must be a current and financial member of Atmosphere Health and Fitness for the duration of the Challenge and up to and including the date of the Gala Dinner.
3. To be eligible to win you must attend the starting and final weigh and measure.
4. To be eligible to win you must be present at Atmosphere during photo time set out above to have before and after photos taken
5. To be eligible to win prizes you must attend the Gala Dinner* on Saturday 1st December. Tickets are available to Challengers at the discounted rate of \$40. Challengers may purchase 2 tickets at this rate. Venue TBA. RSVP and payment must be received at Atmosphere by Friday 2nd November. *Drinks not included in dinner
6. To be eligible to win you must not use any illegal performance enhancing products.
7. Weigh-in, measurement and photo times are fixed and non-transferable.
8. To be eligible to win you must attend Atmosphere Health & Fitness to train a average of 3 times per week
9. Winners will be selected by a judging panel independent of Atmosphere, it's employees or contractors
10. The first place winners of the Challenge will be determined by the % weight lost or gained (depending on initial goal) between measurements taken at start and end of the challenge along with work effort and overall body transformation.
11. The winners will be named after all the results are collected and collated. The results are final and no correspondence will be entered into.
12. Any and all fees paid in relation to the Challenge are non-refundable.
13. At any time Atmosphere may alter the terms of the prizes.

1st prize

Includes a holiday for 2 people to Hamilton Island. Winner and guest must be 16 years of age and over. Prize includes a 4 night stay for 2 at the Qualia Resort. Winner and guests will be sharing a room. Accommodation includes breakfast daily for 2. Prize includes return economy flights from Sydney Airport to be agreed with Atmosphere. Prize includes transfers to and from Hamilton Island Airport to hotel only. Winner and guest responsible for getting to and from Sydney airport at their own expense. Subject to availability, prize must be booked in advance. Prize must be taken before 31 March 2019, except on for the period 20/12/18 to 6/1/19 inclusive, subject to availability. Winner and his/her guest(s) must travel on same itinerary. All parts of prize must be used in conjunction with same booking. Winner and his/her guest(s) are solely responsible for ensuring they have adequate travel insurance.

2nd Prize

Includes a 3 night stay at Star of the Sea Terrigal. Winner and guests will be sharing a room. Winner and guest responsible for travel to and from Terrigal at their own expense. Subject to availability, prize must be booked in advance. Prize subject to availability, except for the period 20/12/18 to 6/1/19 inclusive,. All parts of prize must be used in conjunction with same booking.

The winner is responsible for paying all associated travel costs that are not specifically stated in any promotional materials or these Terms and Conditions, including (where applicable) transport, accommodation, meal costs, spending money, insurance and all other incidentals. Winners are also personally responsible for any personal or incidental expenses. By participating in the Competition, participants agree that the prize is awarded on an "as is" basis, and that neither the Promoter nor any of its subsidiary or affiliated companies, make any representations or warranties of any nature with respect to the prize.

Prizes are as stated and are non-exchangeable and non-transferable. There is no cash or other alternative for the non-cash prizes in whole or in part.

Promotional and Marketing

All participants agree to allow Atmosphere to use photographs or video clips of 'befores and afters', work out sessions or seminar sessions in which faces of themselves may be displayed, for promotional purposes. All participants agree to Atmosphere to use verbal or video testimonials for promotional purposes.

Important note: Please rest assured that Atmosphere will take into account religious or ethical traditions and beliefs when selecting photos or video clips. In addition we will choose only photographs or video that show participants and the club in their best possible light.

Waiver and Release Statement (to be agreed upon by all participants)

In consideration of the acceptance of my entry to this challenge, I hereby agree the exclusion of liability to Atmosphere, the company directors, it's trainers, staff, contractors and any third parties with an association to Atmosphere and this challenge (whether intended or not) or any other individuals, from all claims for injuries and/or damage however caused (whether fatal or otherwise) I may suffer out of the participation in this challenge. I also release and forever discharge the above groups from all actions, suits, proceedings, claims, demands, losses, damages, penalties and fines however arising (including negligence). I intend partaking in this challenge entirely at my own risk.

Seek advice from Medical Professional

Persons with pre-existing medical conditions, in poor health, or with any concerns as to commencement of a new fitness regime should consult with an appropriate healthcare professional before beginning any of these programs.

You are responsible to make your own inquiries and seek independent advice from a healthcare professional before acting on any information or material made available to you through our Website.

The information provided in the Challenge may not be suitable to your particular circumstances and is not a substitute for obtaining specific advice from a qualified health care professional. In particular, if you fall within one of the following classes of persons, then you should first consult a healthcare professional before following any exercise programs or using any of the information on the Website:

- a. Women who are pregnant and/or breastfeeding or who are trying to conceive a child;
- b. Persons with any ongoing physical condition such as:
 - i. Persons suffering from cancer or other long term illness;
 - ii. Persons with liver disease, kidney disease, or renal failure,
 - iii. Persons with eating disorders;
 - iv. Persons with diabetes, blood pressure or cholesterol issues;
 - v. Elderly persons;
 - vi. Persons recovering from or recently recovered from illness or injury; and
 - vii. Persons with a low body mass index.

Further, even if you do not fall into the above classes of persons, you acknowledge that the service that we provide is an information service only, and that you are solely responsible for (at your own discretion) following (or not following) any exercise program or regime that we provide as part of the information service.

Our service does not include any supervision or monitoring of your activity, and we are not responsible for any injuries that you may suffer as a result of following the exercise program or regime.