

GFWD Competition
Rules and Terms and Conditions

Rules

1. These Rules apply to the "Win Tickets to Get Fit With Davina filming at Maidstone Studios on the 19th January 2015" (the "**Competition**") which will open at midnight GMT on 1st January 2015 and close at 23:59 GMT on 12th January 2015 (the "**Closing Date**").
2. Anyone who enters the Competition (an "**Entrant**") will be deemed to have understood these Rules and Terms and Conditions and will be bound by them.
3. The Competition will run on [X] ("**Competition Site**").
4. To enter the Competition an Entrant must go online directly to [X] (the "**Website**") and fill out the details required.
5. Entrants may enter the competition once. For the avoidance of doubt there may be only one entry per person. A maximum of 2 tickets per Entrant can be won.
6. Entrants and their partners must be aged 18 years or over.
7. The prize is the opportunity for a maximum of 180 people to take part in a filmed training session alongside Davina and Ed Lumsden at Maidstone TV studios ("Location") on the 19th January between 14:00-16:30 GMT (the "**Prize**").
8. A total of 180 tickets are available to be won in the Competition. The winners ("**Winners**") will be eligible Entrants and will be allocated the tickets according to their application. If more than 180 tickets are applied for in the Competition, the winners ("**Winners**") will be drawn at random within 48 hours of the Closing Date and will be notified via the email address provided by the Entrant, subject to eligibility and compliance with the Rules and the Terms and Conditions.
9. The address of the Location is Maidstone TV Studios, Vinters Park/New Cut Rd, Maidstone ME14 5NZ. Successful Entrants will need to make their own way to the Location. Entrants need to arrive by 13:00 GMT on the day. Parking at the Studios will be done on a first come basis and is not guaranteed. In the event that you are not allowed into the studio, your travel expenses up to £50 a person will be refunded.
10. By taking part in the filming Entrants are giving full consent for your contribution to be included in any filminf and all promotional activity.
11. Winners may be required to participate in workouts on the day so will need to be in good health with no knowledge of any existing health issues. Winners will need to wear appropriate clothing (e.g. trainers etc.)
12. The Competition is open to UK residents only.
13. Should the Prize become unavailable, the Prize will be substituted for an alternative prize of equal or greater value.
14. The "**Promoter**" is Edito Service and its registered office is Rue de Fernay, Grands Saconnex, Geneva, Switzerland and registered company number is CH-550-0062124-9. The Rules and the Terms and Conditions apply as between all Entrants and the Promoter.

Terms & Conditions

The following Terms and Conditions apply to the Competition:

1. Eligibility

- 1.1 Entrants must meet the eligibility requirements as specified in the Rules. Failure to meet the eligibility requirements may result in an entry being invalid and/or forfeiture of the Prize.
- 1.2 For the avoidance of doubt, the Prize excludes any other associated costs and expenses that may be incurred in taking up the Prize.
- 1.3 Employees and members of their immediate families (including any live-in partner) of the Promoter and any of their subsidiaries and/or agencies associated with the Competition, including the provider of the prize, the producer of the programme, or any person connected with the administration or otherwise of the Competition and/or the Prize where applicable, are ineligible to enter. Any such entries are invalid.
- 1.4 The Promoter reserves the right at its sole discretion to request evidence to verify the age, identity and/or eligibility of an Entrant at any time, and to use any channels and methods available to carry out checks of any details provided. The Promoter may withhold fulfilment of the Prize until it has received such evidence and failure to provide such evidence may result in forfeiture of the Prize.

2. Entry

- 2.1 The opening and closing date and time for entries is as indicated in the Rules. Any entries received before or after these times will be discounted.
- 2.2 In order to enter the Competition, Entrants may be required to provide their full name, email address and any other information as specified at the time of entering the Competition and/or on the Website. The Promoter will not be able to amend such information once entry to the Competition has been made.
- 2.3 Entrants are required to follow the instructions on the Website. There is no charge for entries made on the Website but internet service providers' fees may apply when accessing the internet.
- 2.4 Entries must not be sent in through agents, third parties or on behalf of another person. Such entries are void. Bulk entries are void and cannot be accepted.
- 2.5 Any entries which are above the maximum number of entries as specified in the Rules or which are incomplete, without all the required information, inaudible, incomprehensible, made or received after the Closing Date or which are not received by the Promoter or are not otherwise in accordance with the Rules and these Terms and Conditions will be void and will be discounted.
- 2.6 In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of any answers given by Entrants, or the operation of any part of the Competition or Website, the decision of the Promoter shall be final.

3. The Prize

- 3.1 The Prize is as specified in the Rules.
- 3.2 The Prize is subject to availability and to Winner confirmation, i.e. the Promoter being able to contact the Winner (and the Winner responding within 48 hours of the Promoter first notifying the Winner) and receiving confirmation of eligibility. The Prize is also subject to the terms and conditions of the prize provider, their agents, and to the terms and conditions of the manufacturer.
- 3.3 Where the Prize and/or information relating to the Prize is to be provided directly to a Winner by a third party, the Winner is required to comply with all instructions and necessary requirements as may be specified by the third party to receive and/or take up the Prize, including but not

limited to contacting such third party within specified time frames, adhering to the itinerary as specified, paying any required charges and/or costs which are not included in the Prize, completing any required forms including but not limited to booking forms and delivering any required documentation to that third party, including but not limited to proof of identification. The Promoter accepts no responsibility and will not be liable to the Winner or any other persons where the Winner fails to comply with such instructions and such failure may result in forfeiture of the Prize.

- 3.4 The Winner may be required to provide their signature as proof of their agreement to relevant waivers, releases and/or consents when taking up the Prize. Failure to sign any relevant documentation may result in forfeiture of the Prize.
- 3.5 The Prize excludes all other costs and arrangements not expressly included in the Prize (as stated in the Rules). Any additional charges and expenses are payable solely by the Winner. The Promoter will not be held liable where such charges and/or expenses are incurred, and no refund or reimbursement will be made. The Promoter will accept no responsibility where the Winner is unable to pay in full, any such charges and/or expenses as incurred.
- 3.6 No cash equivalent or alternative prize will be given at the request of a Winner and the Prize is non-transferable and non-exchangeable. However, the Promoter reserves the right to change the Prize due to circumstances beyond its control or if any part of the Prize otherwise becomes unavailable, and/or to offer an alternative prize. If for any reason the Winner chooses not to take up the Prize or any part of the Prize, the Promoter reserves the right to request the Winner to provide confirmation in writing and the Promoter will be able to retain or dispose of the Prize at its own discretion.
- 3.7 The Promoter may refuse to provide the Prize, or seek its recovery, in the event of an Entrant's fraud, dishonesty, non-entitlement, ineligibility or breach of the Rules and/or these Terms and Conditions.

4. Winner Selection

- 4.1 The Winner will be selected at random and the prize draw for the Winner will take place within 48 hours of the Closing Date.
- 4.2 The Winner will be contacted as soon as reasonably practicable on or after the draw date. Reasonable efforts will be made to contact the Winner via email or such other method of contact deemed appropriate by the Promoter in its sole discretion. If the Promoter is unable to contact the Winner or has received no response from the Winner within 48 hours of first notifying the Winner or fails to meet any of the eligibility requirements or is otherwise unable to comply with the Rules and these Terms and Conditions, this may result in forfeiture of the Prize and the Promoter reserves the right to disqualify that Entrant (without further liability to that Entrant) and offer the Prize to the next eligible and thereafter until another Winner is found.
- 4.3 Any Entrant and/or the Winner must comply with any directions given to them by the Promoter, prize provider and/or their agents and must comply with all applicable laws, rules and regulations and restrictions. Failure to comply may result in an invalid entry and/or forfeiture of the Prize.

5. Liability

- 5.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Promoter for death or personal injury caused by its employees' or agents' negligence or fraud.
- 5.2 The Promoter shall not be liable for any fault, malfunction, damage, loss or disappointment suffered howsoever arising from participating in the Competition or from accepting the Prize whether due to any error, omission or other cause by the Promoter and its employees or agents.
- 5.3 The Promoter shall not be liable for any injuries/loss resulting from participating in the Prize.

5.4

5.5 The Promoter shall not be liable for any damage or loss howsoever incurred.

5.6 The Promoter reserves the right to amend any element of the Competition, the Website and/or the Prize and shall not be liable for any damage or loss incurred due to the unavailability or inoperability of the Competition, the Website, any advertisement or link to the Website or any other method of entry.

5.7 The Promoter shall not be liable for any damage or loss howsoever incurred as a result of the occurrence of an event outside of its control as a result of, without limitation, strike, lock-out, labour dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction, breakdown of plant, machinery or transportation.

5.8 The Promoter shall not be liable to an Entrant in the event that an entry is lost or not properly received or recorded or where all or any part of the service relating to the Competition is discontinued, modified or changed in any way.

5.9 The Promoter shall be entitled to reclaim from an Entrant, any damages or loss suffered by the Promoter resulting from any claim made by a third party in respect of any matter arising from that Entrant's use of the services relating to the Competition in breach of the Rules and/or these Terms and Conditions or from that Entrant's violation of any applicable law or regulation.

5.10 The Promoter shall not be liable to reimburse an Entrant or the Winner for the cost of or expenses incurred in entering the Competition.

6. **Privacy**

6.1 Information and data ("**Personal Data**") provided by Entrants upon entry to the Competition will be held and used by the Promoter and its prize provider, service providers, network operators, suppliers and contractors in order to administer and fulfil the Competition.

6.2 Any Personal Data will be used in accordance with the Promoter's privacy policy.

6.3 The Promoter and/or the prize provider may be required to send Personal Data to third parties outside the United Kingdom, for the purposes of fulfilling and administering the Competition and/or the Prize and the Entrants and the Winner agree to such transfer for these purposes.

6.4 The Winner may be required to participate in publicity. The Promoter (or any third party nominated by the Promoter) may exercise its sole discretion to use the Winner's and, if applicable, their partner's name and image and their comments relating to the Prize and the Competition for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid. By entering this competition, the Winner and, if applicable, their partner, agree to the use of their names, images and comments in connection with the Competition by the Promoter for any promotional, marketing and publicity purposes in any media worldwide.

6.5 The Winners can be obtained by contacting the Promoter.

7. **General**

7.1 The Rules and Terms and conditions shall be governed exclusively by and construed in accordance with the laws of England and all Entrants, the Winner and the Promoter shall irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

7.2 The Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. By entering the Competition, Entrants (and their partners) acknowledge that all Personal Data and images provided are provided to the Promoter and not to Facebook.

8. Contact Details

- 8.1 If you have a comment or query about the Competition or the Prize, please email atheer@spiritdigitalmedia.com . Queries will be addressed as soon as possible.

31st December 2014