

Terms & Conditions



Trade Promotion Draw: 6 x Free 6 Month Memberships

Fitness Passport Pty Ltd (hereinafter referred to as 'FP' or 'We' or 'Us' or 'Our') is conducting a lucky draw (hereinafter referred to as the 'Raffle' or 'draw' or 'prize' or 'contest') for Individuals (hereinafter referred to as 'Participant' or 'Participants' or 'Members' or 'Entrants' or 'Them' or 'You' or 'Your').

FP will be giving away a Free 6 Month Membership to six lucky winners as a trade promotion. This membership offer can be redeemed for either single, single plus (including dependents), family, and family plus (including dependents) memberships.

For individuals to be eligible to enter the draw, they need to:

- a) Have received an email or SMS directly from Fitness Passport to enter this competition
AND
- b) meet the eligibility criteria of their employer program. This information can be found on the individual's employer program landing page or by speaking to their HR department.
AND EITHER
- c) sign up for a membership using the email that was used to start their membership registration process
OR
- d) reactivate their existing inactive membership using the email that is attributed to their membership

If you need to use a different email address to sign up for a/reactivate your membership, please notify our team at info@fitnesspassport.com.au so we can update our promotion records.

By signing up for a membership to enter the draw, you agree to enter an initial fixed term of one year as outlined in section 3.2 of the [Fitness Passport Terms and Conditions](#).

The promotion will commence on **6 January 2025** and will conclude on **31 January 2025** (Promotion Period). The draw will take place on **14 February 2025** and the winners will be contacted within 28 days of the draw date via phone and/or email. The draw results will be published via a web link on our website and/or social media platforms.

The draw is open to all Australian residents over the age of 18 who enter in accordance with these terms and conditions of entry.



Conditions Of Entry

1. Participants are required to sign up for a/reactivate their membership for one entry into the draw.
2. By signing up for/reactivating a membership, each individual agrees to the terms and conditions of this contest.
3. The draw will be conducted by an external third-party (Trade Promotions and Lotteries Pty Ltd) that utilises a pre-approved Electronic Random Draw System which is government certified and meets the legislative requirements across all Australian states and territories.
4. One winner will be drawn and announced on **14 February 2025** and published on our website and/or social media platforms.
5. The prize comprises of (total of 6 prizes):
 - a) 6 Month Free Membership (estimated around \$640)
6. We will deliver the prize to the winners in Australia within 28 business days of the draw.
7. If the prize is unclaimed for longer than the period of 90 days from the initial draw, we will conduct a redraw and a new winner will be announced and contacted immediately via phone and email and the winner will be published on our website and social media platforms.
8. Entries to the draw will automatically close on the promotion end date, **31 January 2025**.
9. This promotion is a paid entry of the initial fixed term of one year of membership, as outlined in section 3.2 of the [Fitness Passport Terms and Conditions](#). Pricing is dependent on your employer program, as well as the tier and type of membership you select.
10. Every entrant has an equal chance and fair chance to win the said prizes.
11. Entrants agree to receive promotional material.
12. Before taking delivery of the prize, the winner is required to produce proof of identify with age and address, i.e. a valid driver's licence.
13. FP reserves the right to refuse and not deliver the prize to a winner who does not comply with these terms and conditions.

Fitness Passport warrants the following:

1. The purpose of this contest is to promote the business of Fitness Passport Pty Ltd and its brand.
2. We do not sell entry tickets or any other form of tickets to enter this contest.
3. The prize is a giveaway at a one year fixed term membership cost to the individual for entry.
4. Entries to the contest are strictly, and only provided as promotional prizes.
5. Entries cannot be purchased and will not be sold separately.
6. The contest can be won by any participant who enters based on the said terms and conditions.
7. The prize cannot be exchanged for cash or any other goods or services.
8. The contest is funded in whole by Fitness Passport.
9. The contest is solely promoted by Fitness Passport (ACN: 118 426 029)



Disclaimer

Disclaimer By signing up for/reactivating a membership, the participant agrees to enter the draw and agrees:

1. To the terms and conditions of this contest.
2. Any and all disputes, claims and causes of action arising out of or in connection with the draw and the promotional prizes shall be resolved individually without any form of class action.
3. Any claims, judgments and awards shall be limited to actual out of pocket costs incurred in entering the Contest, but under no circumstances will Fitness Passport be responsible for any legal fees.
4. Participants hereby waive all rights to claim punitive, incidental or consequential damage and any rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses incurred in entering the contest.
5. In no event will Fitness Passport Pty Ltd or its partners, their licensees, parents, affiliates, subsidiaries and related companies, their advertising or promotional agencies or their respective officers, directors, employees, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising from access to, or use of, the Fitness Passport website, electronic or computer malfunctions, or entrant participation in this contest, even if they were advised of the possibility of such damages.
6. Fitness Passport reserves the right to disqualify any Participant found to be tampering with or otherwise abusing any aspect of this Contest as solely determined by Fitness Passport Pty Ltd.
7. In the event the Contest is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of Fitness Passport, that corrupt or impair the administration, security, fairness or proper operation of the Contest, Fitness Passport Pty Ltd reserves the right to suspend, modify or terminate the Contest.
8. Any attempt by a Participant to deliberately damage the website or undermine the legitimate operation of this contest is a violation of criminal and civil laws, and should such an attempt be made, Fitness Passport reserves the right to seek damages from any such Participant to the fullest extent permitted by Law.
9. Fitness Passport assumes no responsibility for any problems or technical malfunction of computer systems, servers, software, internet service provider, or e-mail systems, failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications, or any combination thereof.
10. The Contest is void where prohibited or restricted by law.
11. We reserve the right to refuse service to anyone for any reason at any time.
12. We reserve the right at any time to modify or discontinue the contest (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, change, suspension or discontinuance of the contest.
13. We reserve the right to refuse any services to an individual.
14. Your submission of personal information is governed by our Privacy Policy.
15. We do not accept any responsibility or liability for the accuracy of the information provided relating to products, merchandise, and promotions.
16. We reserve the right to change our prize and/or modify and/or discontinue the contest at any time without notice.