

## Pure Gym Standard Terms and Conditions for Competitions

### General

1. These terms and conditions, together with the terms and conditions that are specific to any Competition (as defined below) (the '**Competition Terms**') are known as the '**Rules**'. Words used in the Competition Terms shall have the same meaning when used here. By entering the Competition, you agree to be bound by the Rules.
2. The Rules apply to any competition (the '**Competition**') that is promoted on the website ([www.puregym.com](http://www.puregym.com)), and or each of Pure Gym Limited and Pure Gym Group ('**Pure Gym**') owned, authored, or controlled (i) websites and or social media platforms (including without limitation the Pure Gym Twitter account '@PureGym'; the Pure Gym Facebook page; and such other social media platforms (as updated or amended from time to time) or (ii) authorised third party websites / social media platforms; all Pure Gym websites and social media platforms are collectively referred to as the '**Pure Gym Network**' for the purposes of the Rules.

'**Group**' is as defined by section 1159 of the Companies Act 2006 and includes subsidiary undertakings as defined by section 1162 of the Companies Act 2006.

3. Pure Gym reserve the right to cancel or amend all or any part of the Competition and/or the Rules without notice for any event that is outside of Pure Gym's reasonable control. Any changes to the Rules, or cancellation of the Competition, will be posted on the Pure Gym Network. It is the responsibility of entrants to keep themselves informed as to any changes to the Rules.

### Competition Entrants

4. By entering the Competition, you warrant that all information submitted by you in your specific entry which is communicated to Pure Gym (or its authorised representative) in whichever format and or medium stipulated by the requirements of the specific Competition ('**Entry**') is true, accurate and complete in every respect. Pure Gym reserves the right to verify any information contained in your Entry and or your eligibility to enter the Competition.
5. Unless otherwise stated in the Competition Terms, the Competition is only open to persons who are resident in the United Kingdom and persons who are resident outside of the United Kingdom may not apply. Where a Competition is open to entrants who are resident outside of the United Kingdom, no person may enter the Competition if the Competition, or the person's participation, breaches (or would breach) any law or regulation of the jurisdiction in which they are resident.
6. Unless otherwise stated in the Competition Terms, the Competition is open to persons of any age. Pure Gym assumes that by entering into the Competition, the parents or legal guardians of any entrant that is aged under the age of 18 have consented to that person's entry into the Competition and these Rules. Entrants may be required to provide proof of identity and if aged under 18, should be able to demonstrate to Pure Gym 's satisfaction that their parent or legal guardian has given their consent to such entry.
7. Pure Gym reserve the right in its absolute discretion to disqualify any entrant if it has reasonable grounds to believe that an entrant has breached any of the Rules, any applicable law (including without limitation copyright law) or has otherwise infringed the intellectual property of any other person. Each entrant acknowledges and agrees that any failure to comply with the Rules could lead to Pure Gym disqualifying that person.

8. Any person that is: (a) an employee of any company involved in the Competition (including Pure Gym); or (b) a family member of such employee, is not eligible to enter the Competition. Pure Gym reserves the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for the Competition as a result of this Rule.
9. In the event that a Prize-winner is disqualified from the Competition, Pure Gym will, unless otherwise stated in the Competition Terms, select an alternative Prize-winner in the same manner as the original Prize-winner and such selection will be subject to the Rules.

#### **Competition Entries**

10. Entries must be made by the closing date and in the manner set out in the Competition Terms. Failure to do so will result in disqualification.
11. There is no requirement to make any purchase in order to enter the Competition.
12. Unless otherwise stated in the Competition Terms, only one Entry per person is permitted. In the event that Pure Gym discovers, or has reasonable grounds to believe, that the same person has made multiple Entries, such person and any Entries made by them shall be disqualified and, if such Entrant has already been selected as a Prize-winner, an alternative Prize-winner will be selected in accordance with Rule 9 above.
13. Unless otherwise set out in the Competition Terms, Pure Gym accepts no responsibility for the return of any Entries.

#### **Prize-winners**

14. Prize-winners will be selected and notified in the manner set out in the Competition Terms. No prize will be awarded where any entrant has committed any form of misconduct (as determined by Pure Gym in its sole discretion).
15. If applicable and to the extent where Entries are judged on artistic or other subjective criteria, Pure Gym reserves the right to set amend the criteria used to judge Entries.
16. Prizes are non-transferable and there is no cash alternative. In the event of a prize being unavailable for any reason Pure Gym reserve the right to substitute prizes of equal or greater value at any time.
17. Prizes must be accepted in the manner set out in the relevant prize notification. In the event that any Prize Notification is returned as undeliverable or any Prize-winner fails to reply to a prize notification within 28 days, Pure Gym reserves the right to disqualify the Prize-winner and select an alternative Prize-winner in accordance with Rule 9 above.

#### **Liability**

18. To the extent permitted by law, Pure Gym accepts no responsibility for any damage, loss, injury (other than our liability for personal injury or death as a result of our negligence) suffered by any entrant in connection with, or arising out of, entering the Competition.
19. To the extent permitted by law, Pure Gym accepts no responsibility for lost, damaged or delayed Entries (howevers arising), whether (without limitation) due to computer error in transit. All Entries made or generated online by way of automatic devices and or methods such as generated by a script or macro will be void and automatically disqualified.

### **Intellectual Property Rights and Data Protection**

20. You agree that Pure Gym (and any third party authorised by Pure Gym) may use your Entry for any promotional purpose (for example, placing it on the Pure Gym Network or on any poster, leaflet or other advertising media).
21. You confirm that your Entry is original that you own and have the right to license to Pure Gym the copyright and other intellectual property rights in the Entry for the purposes referred to in these Rules. You will retain ownership of copyright in your Entry but you give Pure Gym (and any third party authorised by Pure Gym) your irrevocable permission to use, reproduce, publish, display, transmit, copy, amend, store, sell and sub-licence your Entry worldwide for such promotional purposes and for the purposes of the Competition.
22. Pure Gym will use any personal information that you provide with your Entry for the purposes of the Competition and, where you have given your consent, for marketing purposes including the distribution of regular email updates or newsletters. Any personal information relating to entrants will be used solely by us in accordance with applicable data protection legislation.
23. Upon Pure Gym's request, Prize-winners unconditionally agree (as a condition of accepting any prize) to: (a) the use of their name, one or more photographs of themselves and disclosure of their county of residence (if such Prize-winner is resident within the UK) or country of residence (if such Prize-winner is resident outside the UK); and (b) co-operate with or participate in any other reasonable post-Competition publicity.
24. If any term or condition in this document is found to be illegal, invalid, or unenforceable under any applicable law, such shall, insofar as it is severable from the remaining terms, be deemed omitted from the terms and condition and shall in no way affect the legality, validity or enforceability of the remaining terms.
25. In the event of any dispute regarding the Rules, the conduct or results of the Competition, or any other matter relating to a Competition, the decision of Pure Gym shall be final and Pure Gym is under no obligation to correspond, discuss, or provide reasons in respect of any decision made by Pure Gym.

### **Governing Law and Jurisdiction**

26. The Rules and any dispute or claim arising out of or in connection with them or their subject matter (including the Competition), existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
27. The Courts of England shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with the Rules or their subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims).