

BodyFire Ltd Competition - TERMS AND CONDITIONS

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL  
NOT INCREASE YOUR CHANCES OF WINNING  
FULL TERMS & CONDITIONS

1. This Promotion is open to anyone (UK and International Residents) aged 16+ excluding employees of BodyFire Ltd or Corporate Gifts Online, their families, agents or anyone professionally connected with the promotion.
2. Promotion Period: The Promotion runs from 12:00pm on 23rd of March 2015 until 23:59 on 30<sup>th</sup> of April 2015. Within this period, there will be 2 stages; please see clause 12 for further details.
3. No purchase necessary, however a valid Instagram account and internet access is required.
4. To Enter: Log in to your Instagram account or create a new account and then upload a picture (face and torso) of yourself holding a bottle of Hades or Hella
5. All entries should include the hashtag #HadesChallenge or #HellaChallenge
6. All entries must:
  - a. Have been taken in the last week;
  - b. Have no editing software/filters.
7. Please ensure you are free to participate in Stage 2 (as set out in clause 13) if you are selected as a shortlisted entrant and finalist.
8. All entries must be received by the end of the Promotion Period to be valid and no liability is accepted for illegible, incomplete or late entries.
9. Maximum of one entry per person throughout the Promotion Period. All other entries shall be void.
10. The Prizes:
  - a. Main Prize: 1 winner will win:
    - i. 1 x one on one training session with James Haskell;
    - ii. Travel is not included.
  - b. Runner up Prize 1:
    - i. 4 Tickets to a Wasps Games as decided on by BodyFire Ltd;
    - ii. Travel is not included.
  - c. Runner up Prize 2:
    - i. 4 Tickets to a Wasps Games as decided on by BodyFire Ltd;
    - ii. Travel is not included.

D. Runner up Prize 3:

- i. Three month supply of either Hella or Hades;
- ii. Postage included.

E. Runner up Prize 4:

- i. Beats by Dr Dre Speaker;
- ii. Postage included.

F. Runner up Prize 5:

- i. Be An Athlete Training Clothes;
- ii. Postage included.

11. The prizes are non-transferable, are not exchangeable, and have no cash alternative

12. Prizes will be mailed to the winner and the Runner up Prize winners within 28 days from winner notification

13. We reserve the right to offer alternative prizes, of equal or greater value, should the advertised prizes become unavailable for reasons beyond BodyFire's control.

14. Winner Selection:

a. Stage 2: From the 4th of May, candidates must submit a "before & after" photo, showing their fitness transformation, while holding a BodyFire Product. All valid entries received throughout the Promotion Period will be judged based on the following criteria:

- i. Transformation between before and after photo.

The public will then vote on who they think had the best transformation from the top 10 (5 male, 5 female) decided on by Bodyfire.

15. We will reject (without judging) entries which, in our reasonable opinion:

- a. Contain any content that is likely to be considered offensive by us or could reflect negatively the name, reputation, or goodwill of BodyFire Ltd or any brand partner;
- b. Include trademarks, logos, or copyrighted material not owned by you or used without the right holder's prior written permission (including famous names, company names, etc.);
- c. Defames, misrepresents, or insult other people or companies, including, but not limited to BodyFire Ltd (including its partners); and
- d. Promotes any political agenda.

16. Further Main Prize (model agreement) details:

- a. BodyFire Ltd will not be responsible for the cost of travel for training session with James Haskell;

b. By having your photos affiliated with the BodyFire Ltd company, you agree to behave in an appropriate way that does not bring BodyFire into disrepute;

17. Shortlisted entrants may be required to provide proof of age and identity and any documentation as reasonably required to validate their eligibility to participate in winner selection.

18. All expenses not explicitly set out in these Terms and Conditions will be the responsibility of the shortlisted entrants and finalists.

19. Use of the Images: By submitting an image, you grant BodyFire Ltd and its associated companies a worldwide, royalty-free, non-exclusive licence for a term of one year to use those images (including comments you submit in connection with any image) in any and all media (including without limitation on its social media channels, websites and tangible media) without accreditation or notification. If a participant requests BodyFire to remove the image after the end of the term of this licence, BodyFire's duty to do so will be limited to those channels still reasonably under its control. BodyFire bears no liability for use of any images in accordance with these terms.

20. Data Privacy: Entrants' personal data will be used for promotion purposes only by BodyFire

21. Invalid Entries: Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries submitted by or via third parties or syndicates, entries submitted by macros or other automated means, and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that participant's entries into the draw in a way that is not consistent with the spirit of the promotion, that participant's entries will be disqualified and any prize award will be void.

22. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. You understand that you are providing your information to the Promoter and not to Instagram, and that Instagram has no liability for any element of this promotion.

23. To the extent permitted by law, BodyFire shall not be liable to the winners for any loss or damage whatsoever caused (whether in contract, tort (including (without limitation) negligence), statutory duty or otherwise) arising out of or in connection with the prize draw and prize.

24. BodyFire Ltd or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of BodyFire or its agencies. Proof of submission of entry is not proof of receipt of entry. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to lost, delayed or not received registrations or winner notifications.

25. In the event of any dispute our decision is final and no correspondence will be entered into.

26. By entering the promotion, entrants confirm that they have read and agree to be bound by these terms & conditions and by the decisions of BodyFire, which are final in all matters

relating to the promotion. Failure to do so will result in the forfeiture of the prize. No correspondence will be entered into.

27. If for any reason the Promotion or the prize is not capable of running as planned for reasons (including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond our control which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion), we reserve the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process.

28. If an act, omission, event or circumstance occurs which is beyond our reasonable control and which prevents us from complying with these terms and conditions or operating the promotion as originally intended, BodyFire will not be liable for any failure to perform, run or delay in performing its obligations.

39. These terms and conditions and any issues or disputes which may arise out of or in connection with these terms and conditions (whether such disputes or issues are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by and construed in accordance with the laws of England and Wales. Entrants hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any such dispute or issues.

Promoter: BodyFire Ltd.