

“REFER A FRIEND” PROMOTION (GUARANTEED OFFER)
TERMS AND CONDITIONS

1. Information on how to claim and the rewards form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to residents of Australia and New Zealand aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, stepsister or 1st cousin.
4. Promotion commences on 01.07.2014 and ends at 11.59pm AEST on 31.12.2014 (“**Promotional Period**”).
5. To be eligible to claim, eligible individuals must complete the following steps during the Promotional Period:
 - a) visit www.weightwatchers.com.au/refer;
 - b) input their own personal details (including their first name, last name, date of birth, country of residence, telephone number and their valid primary email address);
 - c) nominate at least one (1) friend/family member (and up to a maximum of five (5) friends/family members) who meet the criteria outlined in clause 2 and are not an employee of the Promoter, who have not been a paying Weight Watchers member within the past 60 days, and who they would like to refer Weight Watchers to by providing each friend’s/family member’s unique and valid primary email address. Claimants should only refer friends/family members with whom they have a direct relationship and who consent to receiving information about these types of promotions;
 - d) type a personal message from themselves to their nominated friend/family member(s); and
 - e) press ‘send’ to submit the fully completed claim form.

By submitting a claim, individuals agree to receive promotional communications from Weight Watchers in accordance with clause 24.

6. Once the claim form is submitted, an email (“**Referral Email**”) will be sent to each nominated friend/family member inviting them to join a 3 month plan for Weight Watchers Unlimited or a 3 month savings plan for Weight Watchers Online (on the terms outlined in the email). The Referral Email will contain a weblink to the Weight Watchers website and a unique joining promotion code (“**Unique Code**”) for each friend/family member to use when they join via the weblink.
7. For every valid referred friend/family member who joins Weight Watchers on a 3 month plan for Weight Watchers Unlimited or a 3 months savings plan for Weight Watchers Online by clicking on the weblink in the Referral Email and specifying their Unique Code, the claimant will receive (within 42 days of the friend/family member joining), one (1) AU\$50 e-Voucher (if they are an Australian resident) or one (1) NZ\$50 prepaid Visa card (if they are a New Zealand resident).
8. The AU\$50 e-Voucher is valid for 3 months from the date of issue. e-Vouchers can only be used towards purchases made at the online stores of the following retailers: David Jones, Dymocks, Flight Centre, iSubscribe, iTunes, JB Hi-Fi, Ticketmaster, Village Cinemas/Events Cinemas, Oxford Clothing and MyFun. Any ancillary costs associated with redeeming the e-Voucher are not included. Any unused balance of the e-Voucher will not be awarded as cash. Redemption of the e-Voucher is subject to any terms and conditions of the issuer including those specified on the e-Voucher.
9. The NZ\$50 prepaid Visa card is valid for 12 months from the date of issue. Any ancillary costs associated with redeeming the prepaid Visa card are not included. Any unused balance of the prepaid Visa card will not be awarded as cash. Redemption of the prepaid Visa card is subject to any terms and conditions of the issuer including those specified on the prepaid Visa card.
10. Multiple claims are permitted, subject to the following:
 - i. claimants will only be eligible to receive one (1) reward for every valid and unique friend/family member they refer who joins Weight Watchers in line with clause 7. For the sake of clarity, claimants that refer the same friend multiple times will only be eligible to receive one (1) reward in respect of that friend if he joins Weight Watchers in line with clause 7;
 - ii. a single email address can only be used once in the promotion. For the avoidance of doubt, the same email cannot be used to refer multiple friends, and a different email address must be used for each unique friend;
 - iii. a maximum of five (5) claims permitted per person; and
 - iv. each claim must be submitted in accordance with the claim instructions.

11. Claims will be deemed invalid if:
 - i. they are incomplete or indecipherable;
 - ii. the email address of any referred friend/family member bounces back (or is not a valid email address in any other way); and/or
 - iii. the email address of any referred friend/family member is the same as the email address of the claimant.
12. The Promoter reserves the right, at any time, to verify the validity of claims, claimants and referred friends/family members (including their identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. If there is a dispute as to the identity of a claimant or a referred friend/family member, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant or a referred friend/family member.
14. The Promoter's decision is final and no correspondence will be entered into.
15. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash.
16. To the extent permitted by law, the Promoter accepts no responsibility for any loss, damage, or injury incurred from submitting a claim in the promotion or in connection with taking a reward.
17. If any reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward with a reward to the equal value and/or specification.
18. If for any reason a winner does not take a reward by the time stipulated by the Promoter, then the reward will be forfeited.
19. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
22. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in New Zealand and in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or reward claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) taking/use of a reward.
24. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and reward suppliers. Claiming is conditional on providing this PI. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or

telephoning the claimant. Claimants should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of their PI according to the Privacy Policy. All entries become the property of the Promoter. Claimants' PI will not be disclosed to any entity outside of Australia. The Promoter will also use and handle PI as set out in its privacy policy, which can be accessed by visiting www.weightwatchers.com.au.

25. The laws of Australia apply to this promotion to the exclusion of any other law. Claimants submit to the exclusive jurisdiction of the courts of Australia.
26. The Promoter is Fortuity Pty. Ltd. (ABN 55 007 148 683) of Level 5, 1-3 Smail Street, Ultimo NSW 2007, telephone (02) 9928 1300 (Australia) and Weight Watchers Services Pty Ltd PO Box 132001 Sylvia Park, Auckland, 1644, telephone 0800 009 009 (New Zealand).