

# OPRAH REFER A FRIEND PRIZE DRAW PROMOTION

## TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter ("**Promoter**") is Fortuity Pty. Ltd., trading as Weight Watchers (ABN 55 007 148 683) of 1 Smail Street, Ultimo, NSW, 2007, telephone 02 9928 1300 (in Australia) and Level 4, Westpac Building, 79 Queen Street Auckland City 1010, telephone, (09) 573 5020 (in New Zealand).
3. Entry is only open to Australian and New Zealand residents aged 21 years or over who are a registered Weight Watchers member at the time of entry and at the time of the draw ("**Member**"). For the purposes of this promotion a 'Weight Watchers member' will also include Lifetime Members (in-goal who have attended a meeting once a month for the last six months) and active Pay As You Go members who have not missed more than six (6) meetings as at the date of entry in the 'Oprah Refer a Friend' Promotion. Members must be available to travel to California, USA from 08/02/2017 to 14/02/2017 to take the prize, if drawn as the winner.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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, step-sister or 1<sup>st</sup> cousin.
5. The promotion commences on 01/11/2016 and final entries close at 11:59pm AEDST on 30/11/2016 ("**Promotional Period**").
6. To be eligible to enter, Members must complete the following steps during the Promotional Period:
  - a) obtain the promotional friend referral link ("**Referral Link**") by visiting <https://www.weightwatchers.com/au/Oprah> or <https://www.weightwatchers.com/nz/Oprah> and following the prompts. Select Members will also receive an email directly from the Promoter inviting them to participate in this promotion, which will also include the Referral Link ("**eDM**"); and then
  - b) invite their friend(s)/family member(s), who are an Australian or New Zealand residents aged 21 years or over and not an existing Weight Watchers member at that time, to join Weight Watchers by providing them with a copy of the Referral Link, either via Facebook, Twitter, email or SMS (as prompted on screen) or by any other method of their choosing (each a "**Referred Friend**"). Members should only provide the Referral Link to friends/family members with whom they have a direct relationship and who consent to receiving information about these types of promotions from them. By providing the Referral Link to their Referred Friend, the Member consents to that Referred Friend providing the Member's full name and email address (as registered with the Promoter) to identify the Member as the person who provided them with the Referral Link (as per clause 7 below).
7. For the Member to receive an entry, their Referred Friend must then complete the following steps during the Promotional Period:
  - a) click on (or type into a browser) the Referral Link provided to them by the Member;
  - b) follow the prompts on screen to register for the promotion by providing their full name and email address, as well as the full name and email address of the Member that referred them. The Member email address specified must be the same email address that the Member has registered with the Promoter to be eligible;
  - c) follow the prompts on screen to sign up to become a Weight Watchers member; and then
  - d) activate their Weight Watchers membership.

**weightwatchers**

WEIGHT WATCHERS is the registered trademark of Weight Watchers International, Inc. SmartPoints is the trademark of Weight Watchers International, Inc. Trademarks are used under license by Australia, Fortuity Pty Ltd. ABN 55 007 148 683 © 2016 Weight Watchers International, Inc.

All rights reserved. Australian Patent No. 2003212880.

By completing the above steps, the Referred Friend warrants that they have received permission from the Member that referred them to provide their name and email address to the Promoter by these means.

8. Once a Referred Friend has clicked on the Referral Link, followed the prompts to register for the promotion and signed up to become a Weight Watchers member, and then activated their Weight Watchers membership during the Promotional Period, both the Referred Friend and the Member that referred them (as specified on the promotion registration form) will each receive one (1) entry into the draw.
9. The Promoter reserves the right, at any time, to verify the validity of entries, Members and Referred Friends (including a Member and/or Referred Friend's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. If there is a dispute as to the identity of a Member or Referred Friend, the Promoter reserves the right, in its sole discretion, to determine the identity of the Member or Referred Friend
11. The draw will take place at Weight Watchers, Level 5, 1 Smail Street, Ultimo, NSW 2007 on 16/12/2016 at 10:00am AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
12. The winner will be notified by email and telephone within two (2) business days of the draw and their name will be published online at [www.weightwatchers.com/au/terms](http://www.weightwatchers.com/au/terms) and [www.weightwatchers.com/nz/terms](http://www.weightwatchers.com/nz/terms) from 21/12/2016.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn will win a trip for two (2) adults to Santa Barbara, California (USA), valued at up to AU\$12,942.98 depending on point of departure. Prize includes:
  - return economy airfares from winner's nearest Australian capital city (if winner resides in Australia) or from the nearest of Auckland, Hamilton, Rotorua, Wellington or Christchurch Airports (if winner resides in New Zealand) to Santa Barbara, with flights departing on 08/02/2017 and returning on 14/02/2017;
  - return transfers from the airport to the accommodation in Santa Barbara for two (2) adults;
  - four (4) nights twin share accommodation in a hotel in Santa Barbara for two (2) adults (exact hotel determined by the Promoter);
  - the opportunity to meet Oprah Winfrey for two (2) adults (subject to Oprah's availability between 08/02/2017-12/02/2017). This element of the prize is not guaranteed and is subject to the goodwill of Oprah Winfrey on the day. The Promoter accepts no responsibility and will not offer any alternative in the event that these elements of the prize cannot be offered for any reason;
  - AU\$500 spending money for the winner, awarded via an electronic funds transfer into an account in the winner's name.
15. Additional spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken from 8/02/2017 to 14/02/2017, and is subject to booking and flight availability. The winner and his/her companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner and his/her companion/s must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute

**weightwatchers**

WEIGHT WATCHERS is the registered trademark of Weight Watchers International, Inc. SmartPoints is the trademark of Weight Watchers International, Inc. Trademarks are used under license by Australia, Fortuity Pty Ltd. ABN 55 007 148 683 © 2016 Weight Watchers International, Inc.

All rights reserved. Australian Patent No. 2003212880.

discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.

16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take/claim the prize (or part of the prize), then the prize (or that part of the prize) will be forfeited.
17. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is up to AU\$12,942.98.
19. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless specified otherwise.
20. A draw for the prize, if unclaimed, may take place on 09/01/2017 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by email and telephone within two (2) business days of the re-draw and their name will be published online at [www.weightwatchers.com/au/terms](http://www.weightwatchers.com/au/terms) and [www.weightwatchers.com/nz/terms](http://www.weightwatchers.com/nz/terms) from 11/01/2017.
21. Members consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (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.
22. 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 Member or Referred Friend; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the Internet in relation to this promotion is the Member's/Referred Friends responsibility and is dependent on the Internet service provider used.
24. 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 the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**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.
25. 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 entry or prize 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 prize value to that stated in these Terms and Conditions; (e) if the meeting with Oprah Winfrey is delayed, postponed or cancelled

**weightwatchers**

WEIGHT WATCHERS is the registered trademark of Weight Watchers International, Inc. SmartPoints is the trademark of Weight Watchers International, Inc. Trademarks are used under license by Australia, Fortuity Pty Ltd. ABN 55 007 148 683 © 2016 Weight Watchers International, Inc.

All rights reserved. Australian Patent No. 2003212880.

for any reason beyond the reasonable control of the Promoter any tax liability incurred by a winner, Member or Referred Friend; or (g) taking/use of and/or participation in the prize.

26. As a condition of accepting the prize, their winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
27. 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 prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.weightwatchers.com.au/legal/privacy.aspx>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, 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 entrant. The Privacy Policy also contains information about how Members may opt out, access, update or correct their PI, how Members may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose Australian Members' PI to any entity outside of Australia, with the exception of the winner's details which will be disclosed to the various prize suppliers in the USA.

Permit Numbers: NSW LTPS/16/05640, ACT TP16/01393, SA T16/1258.

#### **"OPRAH REFER A FRIEND" GUARANTEED OFFER PROMOTION TERMS AND CONDITIONS**

- A. Once a Referred Friend has (a) signed up to become a Weight Watchers member and activated their membership in accordance with clause 7 above and (b) paid their first Weight Watchers bill, both the Referred Friend and the Member (who shared the Referral Link for the Referred Friend to sign up and was specified on the registration form completed by the Referred Friend) will receive a \$20 Weight Watchers Online Shop Voucher ("**Gift**").
- B. A maximum of one (1) Gift permitted per Referred Friend. Members are eligible to receive multiple Gifts, with a limit of one (1) Gift per Referred Friend who meets the conditions in clause 7 above.
- C. Weight Watchers Online Shop Voucher is only redeemable at the Weight Watchers Online Shop at [www.weightwatchers.com/au/terms](http://www.weightwatchers.com/au/terms) or [www.weightwatchers.com/nz/terms](http://www.weightwatchers.com/nz/terms). Online Vouchers ARE only valid until 31/01/2017. Any ancillary costs associated with redeeming the Online Voucher not included. Each Online Voucher can only be used towards a single transaction, and any unused balance of the Online Voucher will not be awarded as cash. Redemption of the Online Voucher is subject to any terms and conditions of the issuer including those specified on the Online Voucher.
- D. Clauses 1-7, 9-10, 13, 16-17, 19, 21-25 & 27 of the "Oprah Refer a Friend" Prize Draw Promotion as detailed above, equally apply to this "Oprah Refer a Friend" Guaranteed Offer Promotion. These terms and conditions should be read in conjunction with those terms and conditions. If there are any inconsistencies these shall prevail. Any reference to 'prize' in the relevant clauses should be replaced with the word 'Gift' for the purposes of "Oprah Refer a Friend" Guaranteed Offer Promotion.



WEIGHT WATCHERS is the registered trademark of Weight Watchers International, Inc. SmartPoints is the trademark of Weight Watchers International, Inc. Trademarks are used under license by Australia, Fortuity Pty Ltd. ABN 55 007 148 683 © 2016 Weight Watchers International, Inc.

All rights reserved. Australian Patent No. 2003212880.