

## COMPETITION TERMS

By entering the CQ Nutrition Health Challenge (**Challenge**), all participants are deemed to have accepted and agreed to be bound by these Terms.

### GENERAL

1. The Challenge is conducted by CRQ Co Pty Ltd trading as CQ Nutrition.
2. The Challenge will commence before Monday 10 August 2020 5pm and end on Monday 7 September 2020 5pm.
3. These Terms are subject to the general Terms and Conditions on our website.

### ENTRY CONDITIONS

4. The Challenge is open to any person who is a legal resident of Australia and over the age of 18 at the competition completion.
5. Registrations for the Challenge open at 10:00AM (AEST) on 20 July 2020 and closes at 11:59PM (AEST) on Wednesday 5 August.
6. The entry fee is \$197 and represents the retail cost of the SCOOD Weight Loss Program including a range of meal plans and a pre- and post-body composition analysis.
7. We will offer all participants who complete the Challenge discounted body scans with CQ Nutrition's InBody 570 Body Composition Analysers to continue to keep themselves accountable. This package is normally valued at \$480 but will be offered for \$240 for 12 body scans (\$20 per scan) for participants who complete the Challenge.
8. The pre-challenge body scans will be completed by 5pm Monday 10 August 2020. Post Challenge scans will be completed by 5pm Monday 7 September 2020 to be eligible for any prize.
9. Registrations must be completed in full for the entry to be valid. A person is considered 'registered' only after completing all confirmation steps and providing all required information in the registration process.
10. Normal terms and conditions for joining the SCOOD Weight Loss Program apply and are available at [cqnutrition.com.au](http://cqnutrition.com.au).
11. The Challenge is a game of skill. Chance plays no part in determining the winner.
12. Employees of CQ Nutrition are not eligible to enter the Challenge.
13. Only one entry is permitted per person.
14. Participants who register for the Challenge but change their mind may withdraw from the Challenge and receive a refund by notifying us before the commencement of the Challenge before 5pm Monday 10 August 2020.
15. Winners will be decided based on the percentage change in body fat mass, as determined by our InBody 570 Body Composition Analysers. The calculation used is body fat mass from first scan minus body fat mass from last scan divided by final weight multiplied by 100 (to get percentage). Where results are tied, points are then accrued for each kilogram of muscle gained, as determined by the InBody 570 Body Composition Analysers. In the event of a further tie, the winner will be determined by the person who has completed the most modules in the SCOOD Online Weight Loss Course.

16. Decisions will be made by a panel of judges selected from CQ Nutrition staff.
17. The judges' decisions will be final and no correspondence will be entered into about individual entries or decisions.
18. The winners will be notified directly via the contact details provided in their registrations.
19. The winners will be announced and notified by Wednesday 9 September 2020.
20. The winners will be announced and published on our website and our Facebook page.
21. Challenge participants agree to receive all forms of communication from CQ Nutrition relating to the Challenge and activities with CQ Nutrition via the contact details provided in their registrations. This may include SMS messages, emails and phone calls.
22. Entry details will be used for the purposes of the Challenge and may be used for further marketing activities. The winners agree to the use of their name, image and photograph(s) for publicity and promotional purposes, without compensation.
23. We recommend that any person falling within one of the following classes of persons should consult a qualified healthcare professional and/or obtain a medical certificate or consent before entering the Challenge:
  - Women who are pregnant and/or breastfeeding or who are trying to conceive a child;
  - Persons with any ongoing physical condition such as:
    - Persons suffering from cancer or other long-term illness;
    - Persons with liver disease, kidney disease, or renal failure;
    - Persons with eating disorders;
    - Persons with diabetes, blood pressure or cholesterol issues;
    - Elderly persons;
    - Persons recovering from or recently recovered from illness or injury; and
    - Persons with a low body mass index.
  - Persons with any ongoing mental condition.
  - Persons taking any medication.
24. Participants must not use any illegal medication or drugs during the Challenge. Prescription medication is only permitted when prescribed by a qualified healthcare professional for legitimate medical conditions.
25. If we reasonably believe or suspect that any information provided to us is false or has been manipulated in any manner, or that the Terms have been breached, then we have the sole and absolute discretion to disqualify the person concerned without notice and without compensation.
26. Participants assume all risk of injury, harm or loss of any kind arising from participation in the Challenge.

27. *Not Eligible:* (i) Any person who has had a weight loss sleeve of any kind, including but not limited to gastric sleeves or gastric bypass within the last 12 months prior to the commencement of the challenge are not eligible to enter;  
(ii) Women who are or suspect they may be pregnant; and  
(iii) Any person who has a pacemaker.

## **PRIZES**

28. The following prizes will be awarded to the winners:
- A. First prize - \$20,000 male and \$20,000 female
  - B. Top 10 after that - \$500 male and \$500 female
29. The prizes are non-transferable.
30. Winners must claim their prizes within 3 months by contacting CQ Nutrition. Prizes will be forfeited without replacement or compensation if they are not claimed within this period.

## **CLOSURE, CANCELLATION AND DELAY-FORCE MAJEURE**

Due to the current environment, we may be required to cancel or delay this Challenge to another date. For clarity, we are not responsible for any force majeure event which requires us to cancel or delay any Challenge due to events outside of our reasonable control including but not limited to acts of God, strikes, labour disputes, government orders, pandemics, unforeseen circumstances, causes or any other event beyond our reasonable control.

In the event of any cancellation which is out of our control, we will offer a refund on the cost of any scans (value of \$40 per scan) which have not been provided or taken as part of the Challenge. Unfortunately however, we are not able to offer a refund in whole or part for the Challenge petition entry fee or for any services we have already provided. As we have engaged substantial time in setting up the Participant's individual program, we do not offer a refund in the event of any forced closure or cancellation of the Challenge in accordance with the above clause.

## **LIABILITY AND INDEMNITY**

31. We will not be liable for any loss or damage whatsoever which is suffered (including, but not limited to, indirect or consequential loss) as a direct or indirect result of entering this Challenge or for personal injury which is suffered or sustained, in connection with the Challenge or prizes, except for any liability which cannot be excluded by law.
32. We reserve the right to vary the rules of the Challenge or any prizes offered or cancel the Challenge if we are no longer able to run the Challenge due to reasons beyond our control, subject to legislation. We will not be liable for any losses to any party arising from any such variation or cancellation.
33. We accept no responsibility for any tax implications that may arise from the prize winnings and all participants are responsible for their own financial situation as a result of any prize or winnings. Your own independent financial advice should be sought.
34. ***Disclaimer for disease, virus or other illness:*** We ask that all our participants take their own individual precautions regarding their own medical and health safety, particularly with the spreading of such viruses as COVID-19. If, for example, you suffer from ill health or are an 'at risk' individual, you are responsible for ensuring you take all appropriate precautions including wearing a mask and keeping a safe distance from other participants when

participating in our Challenge. If you believe you have been in contact with or have been or suspect you may have been exposed to anyone who may have exhibited COVID-19 symptoms, we request that you do not attend our facilities or any part of the Challenge in person, immediately contact your medical professional and remain in isolation. We will do our best to re-book another Challenge with us at another suitable time. We do not test participants attending our Challenge and you are responsible for ensuring the safety of yourself and others. We are at no time responsible for any illness, virus, disease or any other medical condition you believe you may have been exposed to or contracted on or during any of our Challenges. You are solely responsible for your own health and ensuring you follow safe practices for managing any public health issue in accordance with relevant mandated guidelines.

## **LAWS**

35. These Terms are subject to the laws of Queensland. Any disputes will be governed by and subject to the laws of this state.
36. In the event of any conflict with any law, or if a term or part of a term is illegal or unenforceable, it will be deemed to be severed from these Terms and the remaining terms will continue in force.