

Daniel Delahunty Rise Above 8 Week Challenge Terms & Conditions



Terms & Conditions

By entering The Challenge, you agree to be bound by these terms and conditions. Completion and submission of the subscription/payment form will be deemed acceptance of these Terms and Conditions.

Participation in The Challenge

1. Participants must be aged 18 or over only.
2. The Challenge starts, depending on which date you start. All final pictures must be submitted by this time. Any entries received outside of this time will receive all the materials but will not be considered to participate and win the challenge prize.
3. All participants have the same eight week time frame to submit their result. Participant must submit their 'before picture' (which will be date verified), before this date.
4. To enter you must complete and submit the subscription/payment form available at (challenge link).
5. The information submitted on the payment form by the participant must be accurate as this will be used as pre-screening to create the most efficient plan to suit the participant. (Date of birth, gender, weight, body fat percentage(body scan), exercise history, medical history and injuries).
6. All participants must complete all weekly check-ins to be eligible for the challenge prize.

Prize Winner

1. There will be one prize winner announced four times yearly. This will be for all participants who complete their challenge in the following four seasons.
1. Summer, December to February. 2. Autumn, March to May. 3. Winter, June to August. 4. Spring, September to November.
2. The winner to be selected by Daniel Delahunty. This will be based on a combination of two criteria considerations. Firstly is who has worked the hardest for their result and the second is the result achieved. There will be no prize for any other participants.
3. The prize may change from challenge to challenge. To be announced prior to the commencement of each season. The prize is limited to one per participant.
4. The prize will be stated and are non-exchangeable and non-transferable.
5. The winner is responsible for paying all associated costs that are not specifically stated in any Challenge materials or these Terms and Conditions, including (where applicable) transport, accommodation, meal costs, spending money, insurance and all other incidentals. Winners are also personally responsible for any personal or incidental expenses and any GST, national and/or local tax liabilities incurred in claiming or using the prize.
6. In the event that, for reasons beyond our control, we are unable to award the prize as described in these Terms and Conditions, we reserve the right to award a prize of similar nature and an equivalent value, or at its sole discretion, the cash value of the prize.

Winner Announcement and claiming of prize

1. Winner will be notified by email or using the other contact details provided within 21 days after The Challenge Season has ended. All reasonable endeavours will be made to contact the winner during the specified time. If a winner cannot be contacted or is not available, we reserve the right to choose another winner from the valid/correct entries that were participating in The Challenge. Winner may be required to submit valid identification before receiving their prize.

2. Winner will be required to confirm acceptance of the applicable prize within 7 days of having been notified. If the winner has not claimed their prize by the date specified or the winner refuses or is unable to provide an eligible postal address for receipt of their prize, we reserve the right to award the prize to another participant.

Data Protection and Publicity

1. Participants' names and general locations will be published or made publicly available if they are the winner of The Challenge in accordance with regulatory requirements. In such circumstances, The Challenge may also make free use of this information and the participants' photographs for publicity and news purposes, both during this and future promotions by The Challenge. This includes making their name available on the website and social media platforms.

General

1. The Challenge decision is final and binding on the participants. No correspondence will be entered into.
2. If participants do not provide any of the mandatory information requested when participating in the Challenge, their entry will be void.
3. The Challenge reserves the right to require the participants to prove that they are eligible. If a winner is found to be ineligible, The Challenge reserves the right to award their prize to another participant and to require the return of any prize already awarded.
4. Participants must not do anything illegal and/or dangerous and/or that would put themselves or others at any risk. Where a participant has been negligent, the Challenge will not be responsible for any damage, loss or injury resulting from participants' entry into the challenge or their acceptance and/or use of the prize, or for technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit participant's ability to participate in the challenge. The Challenge will not be responsible for any lost, damaged, defaced, incomplete, illegible or otherwise unreadable entries. Proof of posting is not proof of receipt by The Challenge of any entries.
5. The Challenge reserves the right at any time to cancel, modify or supersede The Challenge (including altering prizes) if, in its sole discretion, The Challenge is not capable of being conducted as specified. In the event of a printing or other error resulting in there being more winners than the prize for The Challenge, the Promoter reserves the right to (a) declare as void any claims or entries resulting from such printing or other error; and/or (b) allocate the available prize through a further draw or to divide the prize or the value of the prize between the winners of The Challenge.
6. Any participant who enters or attempts to enter The Challenge in a manner, which in The Challenge's reasonable opinion is contrary to these Terms and Conditions or by its nature is unjust to other participants (including tampering with the operation of The Challenge, cheating, using performance enhancing drugs, using photoshop, hacking, deception or any other unfair playing practices such as intending to annoy, abuse, threaten or harass any other participants or The Challenge and/or any of its agents or representatives) may be rejected from The Challenge at the Promoter's sole discretion. Furthermore, where such actions have significantly impaired The Challenge, the Promoter may, at its sole discretion, add further stages to The Challenge as it deems reasonably necessary in order to resolve any problems arising from such actions.
7. As some participants of The Challenge may not implement everything that we suggest, we cannot guarantee results. Results will vary. Results are based on individual circumstances.
8. Timeframes for results are not guaranteed.
9. You **must** consult with your medical/health professional before starting any new exercise or nutrition program.
10. We are **not** medical professionals.

11. Any form of exercise can cause injury. It is possible you may injure yourself while participating in The Challenge. We are not liable for any injuries or damages suffered.
12. If you choose to participate and follow any exercise program, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such exercise activities.
13. The Daniel Delahunty Rise Above 8 Week Challenge will not provide refunds for their services.
14. The Promoter reserves the right to amend these Terms and Conditions. Any amendments will be published on the Promoter's website (www.danieldelahunty.com.au)
15. The promoter of this Challenge is Daniel Delahunty.