



Terms and Conditions

1. The 90 Day Body Transformation Challenge 2022 (“the “Promotion”) is open to Customers and Social Marketers (as defined in Modere’s General Terms and Conditions) of Modere Europe BV (“Modere”), who are residents of one of the European countries served by Modere and who are 18 years of age or older as of date of entry. Employees of Modere, employees of advertising and promotion agencies involved in this Promotion and employees of their respective parent companies, subsidiaries, divisions, affiliates and related companies, their immediate family members (parents, spouse, grandparents, siblings, children or grandchildren) and/or those living in the same household, are not eligible to participate in or win the Promotion.
2. By participating in the Promotion, participants acknowledge and agree to be bound by these Body Transformation Challenge Terms and Conditions (the “BTC T&C’s”) and the decisions of Modere, which are final.
3. The Promotion commences on January 1st 2022 and ends on June 30th, 2022 (the “Promotion Period”).
4. Participants must complete an uninterrupted 90-day usage cycle of the Body Transformation System products during the Promotion Period to be eligible to take part in the Promotion. A minimum of three (3) Body Transformation System products must be purchased during such period.
5. Eligible participants must submit and upload a Before picture containing an image of the participant prior to commencing the 90-day challenge and an After picture containing an image of the participant at the end of the 90-day challenge, as well as a written testimonial in relation thereto, representing a 90-day usage period of the Body Transformation System products (Ignite, Activate and Trim).

Submissions of the before picture will only be accepted as of January 1st, 2022 until March 31th, 2022 at 11:59 p.m. CEST. Submissions of the after picture will only be accepted as of March 31st, 2022, until June 30th, 2022 at 11:59 p.m. CEST.
6. Participants authorize Modere to use their names, photographs and testimonials, in whole or in part, in its marketing efforts and acknowledge and agree that the photographs may be used in any and all publications, websites, social media and other marketing materials for Modere up to ten (10) years after their submission.
7. The participants expressly represent and warrant that their entries (including the images and the written testimonial in relation thereto) will not infringe on any intellectual property, personality or any other rights of any third party and that they will indemnify and hold Modere harmless from and against any claim in that respect.
8. Participants must commence their Body Transformation Challenge no later than March 21st, 2022 and submit their After photographs before July 1st, 2022.
9. Modere will, at its sole discretion, select one prize winner based on what Modere considers in its discretion to be the best entry for the period (i.e. based on the Before and After photographs and the testimonial in relation thereto). Submissions must fulfil all Promotion requirements, as specified in the BTC T&C’s, to be eligible to win a prize.
10. Submissions that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Modere. Modere furthermore reserves the right to disqualify in its sole discretion any individual that tampers or attempts to tamper with the entry process or the operation of the Promotion or website, violates these terms and conditions, or acts in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Use of fraudulent methods or attempts to circumvent the rules, will result in a participant’s eligibility being rescinded at the sole discretion of Modere.
11. Each Prize winner will receive a choice of Modere products up to a value of €300/£300.

12. Prizes are non-transferable and no substitutes or alternatives are allowed. Prize winners are also not entitled to receive a cash alternative for the Prize. Notwithstanding the foregoing, Modere reserves the right to substitute the prize (in whole or in part) with a substitute prize of equal or greater monetary value if for any reason the Prize as contemplated in the BTC T&C's cannot be awarded.
13. Prize winners will be notified by email to the email address given in the entry form. Should the winner fail to respond or claim the Prize within fourteen (14) days of the date of notification, Modere reserves the right to select a replacement winner.
14. Taxes associated with the receipt or use of the Prize are the sole responsibility of the winner. Failure by a potential winner to provide complete and accurate information as required for tax purposes will result in forfeiture of the Prize.
15. An overview of the winning entries will be published at thelatest.modere.eu/language/en/.
16. The Promotion may be modified or discontinued at any time and without prior notice by Modere, as it sees fit, without liability towards any of the participants.
17. Modere assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of submissions which may prevent the submissions from being included.
18. Modere shall not be liable, and excludes any warranty for defects of the Prize in quality or in title, including for hidden or latent defects, to the fullest extent permitted under applicable law.
19. To the extent permitted by applicable law, neither Modere, nor any other person or party associated with or involved in the organization or conduct of the Promotion shall be liable for any direct or indirect loss or damage whatsoever, whether foreseeable or unforeseeable, based on a breach of contractual obligations (including grave fault), tort, breach of statutory duty, hidden or latent defect, or otherwise arising out of or in connection with the Promotion, or for any loss of profits, loss of data, loss of reputation or third party claims, etc. suffered in connection with any participant's participation in this Promotion. In no event shall the aggregate liability to a participant which Modere or any other third party associated with running the Promotion may incur, whether foreseeable or unforeseeable, based on claims in contract (including grave fault), tort or otherwise arising out of or in connection with this Promotion, exceed the value of a single Prize that can be won.
20. Participants' personal data submitted in connection with this Promotion will be retained by Modere to conduct this Promotion and for marketing and promotional purposes. By participating in this Promotion, all participants in this Promotion furthermore agree to be contacted by Modere in relation to this Promotion and agree that their names, photographs, testimonials and experiences may be used in/on Modere's publications, websites, social media and other marketing materials. All such personal data will be processed by Modere solely in accordance with its [privacy policy](#).
21. A term or part of a term of these BTC T&C's that is found to be illegal or unenforceable may be severed from these terms and conditions and the remaining terms or enforceable parts of the term in question will continue in full force and effect. Such part is then to be replaced with a term as similar as possible from an economic and business objective, but which shall be valid, legal, and enforceable.
22. All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Promotion, and all matters of extra-contractual and/or tort liability, if any, arising out of or in relation with this Promotion shall be governed by the laws of Belgium, without giving effect to any other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international) that would cause the laws of any jurisdiction other than Belgium to be applicable.
23. Any dispute arising between the Parties arising out of or in connection with the Promotion and/or any contractual or non-contractual (including pre-contractual) matters in connection with its validity, interpretation, enforcement, performance and termination must be submitted to the exclusive jurisdiction of the courts of Brussels (Belgium).
24. These BTC T&C's only relate to the Promotion and therefore do not supersede or modify Modere's [General Terms and Conditions](#).