

Australian Physiotherapy Association (APA) (the 'Promoter')

Win a Pilates reformer (the 'Promotion')

Terms and Conditions

Entry Information on how to enter the Promotion forms part of the Terms and Conditions of entry. Entry into the Promotion is deemed acceptance of these Terms and Conditions.

Entry is open to all Australian residents aged 18 years and over who live who reside within Australia. Certain persons deemed to have an association with the Promotion are ineligible to enter (see '6. Excluded Entrants' below).

Entrants can enter the Promotion on the following websites: www.cpd4physios.com.au, by:

- A. registering and attending the 3 lectures in the Risk Mitigation series
 - a. [Managing risk in HR in the workplace - part 1 of 3 series](#)
 - b. [Informed consent & Financial safety protecting your business - part 2 of 3 series](#)
 - c. [Information governance - part 3 of 3 series](#)
- B. be emailing PD@australia.physio and providing their name, phone number, email address, postal address, suburb and postcode; and
- C. answering in 25 words or less the question: "How will you benefit from this Pilates reformer?"

Entrants may enter the Promotion as many times as they like. All entries must be original and must not infringe the rights of any third party or contain any objectionable content as determined by the Promoter in its sole discretion. No scripting is allowed for online entries and if reasonably suspected by the Promoter, these entries will be deemed invalid.

By entering the Promotion, each entrant agrees that if they win, they will make themselves available to participate in reasonable promotional activities as requested by the Promoter, without any payment or other compensation.

2. Promotion dates

The Promotion commences and entries will be received from 12:00PM AEST on Thursday, 2 September, 2021 and the Promotion concludes at 11:59PM AEST on Friday 22 October, 2021 ('Promotional Period'). The winner of the Promotion will be determined by the Promoter in its sole discretion at 12:00PM AEST on Monday, 25 October, 2021.

3. Prize

There is one major prize consisting of:

- One (1) x – Volt Pilates Reformer Q2 Studio Reformer, in Maple Wood – Black, valued at AU\$3,825.00.

('Prize')

The total estimated value of the Prize package is AU\$3,825.00

The Prize is subject to the terms and conditions of the entity supplying the Prize, which may include without limitation, expiry dates by which the Prize is forfeited if not claimed. In order to claim the Prize, winner must provide a copy of their driver's licence or other identification or documentation establishing their residency status, name, address and age. Winner will not be entitled to claim the Prize if this documentation is not provided upon the Promoter's request. Only one Prize per person will be awarded. The Prize must be taken as stated and cannot be varied.

The Prize or any unused portion of the Prize:

- is non-transferable;
- is non-refundable;
- is non-negotiable;
- cannot be exchanged;
- cannot be taken or redeemed as cash; and
- cannot be sold.

If the Prize or portion of the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value.

To the extent permitted by the law, the Promoter:

- takes no responsibility for any Prize that are damaged, delayed or lost in transit; and
- is neither responsible nor liable for any loss or damage suffered in association with the Prize or in the event that there are any changes to the Prize.

4. Prize Selection:

The winner will be selected using the following method:

One (1) Prize winner will be selected by the Promoter.

The Prize winner will be judged based on the entry criteria and whose answer are judged to be the most creative and original from all entries received.

This is a game of skill. There is no element of chance in the judging of the competition or determination of the winner. The Promoter's decision is final and no correspondence will be entered into.

The judging will take place at 12:00PM AEST on Monday, 25 October, 2021 at the offices of the Promoter at Level 1, 1175 Toorak Rd, Camberwell VIC 3124. The Winner will be published on the Promoter's websites (www.australian.physio) and notified within 48 hours of being selected via phone and/or email. It is the entrant's responsibility to inform the Promoter if his/her contact details change during the Promotional Period.

5. Unclaimed Prizes

In the event that the Winner is unable to be contacted or unable to redeem the Prize by the fulfilment date stipulated by the Promoter (being 14 days from the date that the Promoter publishes the winner's details on the websites specified in clause 4 above), then the Prize will be forfeited by that winner and neither cash nor another prize will be awarded in lieu of the forfeited component/s of the Prize. The Promoter, in its sole discretion, may award any forfeited Prize to another entrant.

6. Excluded Entrants

Employees, directors and officers of the Promoter, a related body corporate of the Promoter or an agency or entity associated with the Promotion are ineligible to enter the Promotion. Immediate family members of any employee, director or officer described above are also ineligible to enter the Promotion.

Immediate family members for the purposes of this condition are spouses, de facto spouses, parents, natural or adopted children and siblings (whether natural or adopted by a parent).

7. Ineligible Entries

The following entries are ineligible:

- entries by an excluded entrant described above in clause 6;
- entries that are deemed to be illegible or incomprehensible by the Promoter or are otherwise unable to be viewed;
- entries by a person who fails to provide the information required by these Terms and Conditions within the required time-frame;
- entries that are deemed to be offensive or illegal by the Promoter;
- entries not completed in accordance with these Terms and Conditions; and
- entries received after the end of the Promotional Period.

8. Promoter's Liability

To the maximum extent permitted by law, the Promoter, its related bodies corporate and each of their officers, employees, directors and contractors are not liable for any injury, loss, damage, expense, tax consequence, cost or claim whatsoever (including for any indirect or consequential loss) that arises in connection with entry into this Promotion or the claiming of any prize, including without limitation:

- in connection with the judging;
- in the participation in or use of any Prize;
- as a result of any changes to the Prize;
- as a result of late, lost or misdirected email, website communication, mail or delivery;
- due to the broadcast of any program relating to the Promotion or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
- as a result of any technical malfunction, traffic congestion or the malfunction of any telephone network or lines or mobile communications network; and
- arising from any act or omission, deliberate or negligent, by the Promoter, their related bodies corporate or any of their officers, directors, employees or contractors in connection with the arrangement for supply, or the supply, of any goods or services by any person to the winner and, where applicable, to any persons accompanying the winner/s.

The Promoter makes no express representation or warranty as to the fitness for purpose, quality, suitability and merchantability of any of the goods or services offered as Prizes.

If liability under terms implied by legislation cannot be excluded, to the extent of the law, the liability of the Promoter and its related bodies corporate is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

9. Communication and Technical Failures

The Promoter and its related bodies corporate accept no responsibility for problems associated with telecommunications networks or services or the Internet or for any other technical malfunction, error, omission, interruption, deletion, defect, delay in operation or transmission or unauthorised access or tampering which may affect an entrant's entry into the Promotion or the Promoter's (or its agents') communication with an entrant.

10. External Intervention

If for any reason this Promotion is not capable of running as planned due to factors, agents or events which prevent or significantly hinder the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions, or which affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to cancel, modify or suspend the Promotion, or to recommence the Promotion from the start.

11. Promoter's Details

The Promoter is Australian Physiotherapy Association Pty Limited (ABN 89 004 265 150) of Level 1, 1175 Toorak Rd, Camberwell VIC 3124.

12. Advertisement of the Promotion

The Promotion will be promoted via the APA e-newsletter and via online display unit advertising.

13. Social Media

The Promoter may communicate or advertise this promotion using social media platforms including Facebook, Instagram, LinkedIn or Twitter. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, LinkedIn or Twitter. Entrants are providing their information to the Promoter and not to Facebook, Instagram, LinkedIn or Twitter. Each entrant completely releases these social media platforms from any and all liability.

14. Collection of personal information and privacy

By entering the Promotion, entrants consent to the collection, storage and use of their personal information by the Promoter and the Promoter's related bodies corporate in accordance with the privacy policy found on www.australian.physio. The Promoter and the Promoter's related bodies corporate collect, store and use the personal information provided by entrants for the purposes of legitimate processes in connection with the administration of this Promotion. The Promoter and its related bodies corporate may also use the personal information collected from entrants for future promotional purposes.

Personal information provided by entrants may also be disclosed:

- to the Promoter's contractors and agents in connection with the conduct of the Promotion;
- to third party suppliers where necessary or appropriate, for example for the purposes of secure offsite database storage of information; or
- otherwise by the Promoter and its related bodies corporate in accordance with the Prime Media Group Privacy Policy.

Third parties to whom personal information is disclosed may be based overseas. Entrants have the right to access their personal information as collected and stored by the Promoter, at any time, and to request the correction of such information. APA is the controller responsible for your personal data. It has appointed a privacy officer who is responsible for overseeing issues of privacy. If you have any questions

about this privacy policy, including requests to exercise your legal rights, please contact the privacy officer at privacy@australian.physio.

15. General To the extent permitted by law:

- The Promoter may enforce the Terms and Conditions in its absolute discretion. If the Promoter in its discretion decides not to enforce the Terms and Conditions it will not give rise to any claim by any person.
- The Promoter reserves the right to regard itself as bound by the Terms and Conditions as it sees fit and in its absolute discretion; and
- The Promoter may extend the time for, vary or terminate the Promotion at any time in its absolute discretion. In event of such termination, the Promoter may in its absolute discretion elect not to award any prize in respect of the terminated Promotion.

These Terms and Conditions may be varied by the Promoter at any time. The Promoter accepts no responsibility for and will not be liable because of any reliance placed on the Terms and Conditions before they were varied.