

Embrace Physio + Pilates

Mother's Day Competition 2024

Terms and Conditions

1. This competition ("Competition") is conducted by Embrace Physio + Pilates, ABN 93 556 849 080, of 84 Wattleree Road, Armadale VIC 3143 ("Promoter").
2. Entry to the Competition constitutes acceptance of these terms and conditions (Terms).

ELIGIBILITY

3. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who, at the time of entry:
 - (i) is a resident of Victoria, Australia aged 18 years or older,
 - (ii) is not an employee of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and
 - (iii) is not a spouse, de-facto spouse, parent, grandparent, child or sibling (whether full, half, step or by adoption) of such an employee.

ENTRY

4. Competition entry opens and closes at time and date specified below ("Entry Period"). All times and dates are times and dates in Melbourne, Australia.
5. To enter, an Eligible Entrant must have a current Instagram Account and follow the entry instructions in these conditions.
 - i) The "Entry Period"
 - (a) Entry Opens Time: 12:00 pm (AEST)
 - (b) Entry Opens Date: 01/05/2024
 - (c) Entry Closes Time: 11:59 pm (AEST)
 - (d) Entry Closes Date: 11/05/2024
6. All entrants must ensure that their entries are posted online during the Entry Period. All entrants must follow @embrace.physio.pilates, @birthwithbeth_, @butterflymaternity, @puremama_skincare, @vacationv_, grdlbelt, @continualwear, @wonderfile_ and @pelvicfloorexercise. As well, entrants must like the promotional instagram post, comment on the post "something they love or have found challenging about their journey to motherhood" and tag a friend.
7. One entry per comment with additional entries counted if you share the giveaway post on your stories.
8. This Competition is a game of chance. Skill plays no part in determining the winners. The winner will be chosen at random. The winner will be notified by a direct message from Embrace Physio + Pilates through Instagram.
9. All entries to the Competition may be subject to verification by the Promoter. An entrant MUST deliver to the Promoter (by a means determined by the Promoter) copies of any documents the Promoter may request establishing eligibility to enter or win, including evidence of age, residence or identity. The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an entrant must deliver requested copies within 7 days of being asked to do so. At the Promoter's request, an entrant must also, within 7 days of being asked, allow the Promoter to inspect and copy the original of any such document. The Promoter reserves the right, in its sole discretion, to disqualify any Entrant who the Promoter has reason to believe has breached any of these Terms, submitted an entry that is not in accordance with these Terms, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of this Competition.

PRIZE

10. If for any reason a winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
11. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.

12. Total prize pool value is \$1,404.62. The prenatal prize pool value is \$906.95 and the postnatal prize pool value is \$497.67. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. The winning Entrant cannot swap or choose their prize. (i) There will be two winners selected. Each winner will receive either the prenatal or postnatal prize pack based on which post they comment on and these will consist of the products outlined below. There will be one prize pack for each winner:

Prenatal prize pack valued at \$906.95:

- Embrace Physio + Pilates 2 Class Pass (\$100). This prize is subject to an initial clinical exercise appointment being booked by the winner prior to use to ensure the classes are suitable for the individual.
- PowerBirth Course Online (\$347)
- Butterfly Maternity Pillow (\$147)
- PureMama belly oil and magnesium cream (\$134)
- Vacation Vibes The Aspen for Women's Health (\$109.95)
- GRDL Belt (\$69)

Postnatal prize pack valued at \$497.67:

- Embrace Physio + Pilates 2 Class Pass (\$100). This prize is subject to an initial clinical exercise appointment being booked by the winner prior to use to ensure the classes are suitable for the individual.
- Continual wear postnatal tights (\$169)
- Mini + Me Hydramama electrolyte powder (\$39)
- Milk'n Boobz lactation breast massager (\$74.95) and nipple measuring tool (\$14.95)
- Wonderfile baby nail files x3 (\$53.97)
- Pelvichealthexercise supplied smart ball uno from Fun Factory (\$27.90) and water based lubricant from YES (\$17.90)

DRAWING THE PRIZE

13. Draw date: The draw will take place at Embrace Physio + Pilates, 84 Wattletree Road, Victoria, 3143 at 14:00 AEST on 13th May 2024 (Draw Date). The Promoter may draw additional reserve entries and record them in case an invalid entry or ineligible Entrant is drawn or a Prize is not claimed. There will be two (2) Prizes awarded to two Entrants that are drawn (a Winner).
14. Game of chance: This Promotion is a game of chance, each Winner will be selected randomly from the pool of valid Entrants and, subject otherwise to these Terms. Skill plays no part in determining the winner. Each valid entry will not be individually judged.

NOTIFICATION AND CLAIMING PRIZE

15. The Winner will be notified by private message on Instagram within 24 hours of the Draw Date.
16. Once a Winner has been notified that they have won, they will need to respond (via private message on Instagram) in order to claim the Prize. Once a Winner has claimed a Prize it will be sent directly to them from Embrace Physio + Pilates or the prize suppliers via a supplied address within five (5) business days.
17. If for any reason, the winner does not arrange with the Promoter (or its agencies) for the receipt of their Prize (or any element of their Prize) within five (5) business days of being notified that they have won, then the Prize will be deemed to be unclaimed. If the Promoter drew additional reserve entries under clause 13, the first of the reserve entries will be awarded the Prize. The alternative winning Entrant of the redraw will be notified by private message on Instagram within two (2) business days of the redraw.
18. The Promoter's decision is final and no correspondence will be entered into.

PUBLICITY

19. All winning Entrants consent to and must participate in, and co-operate with, as reasonably required by the Promoter all reasonable marketing and editorial activities for the purposes of promoting this Competition (including any outcome) and promoting any products manufactured, distributed and/or supplied by the Promoter, including but without limitation to using their name, likeness, image and/or voice (including a photograph, film and/or recording) in any media for an unlimited period without remuneration.

INSTAGRAM

20. The Competition is in no way sponsored, endorsed, administered by, or associated with, Instagram.
21. By entering the Competition, each entrant releases Instagram from any and all liability to the entrant arising in any way from the conduct of the Competition.
22. All information provided by a Promotion entrant is provided to the Promoter and not to Instagram.

GENERAL

23. Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth) or similar consumer protection laws in the States and Territories of Australia (Non-Excludable Guarantees).
24. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition, subject to the approval of the authorities that have issued permits for its conduct.
25. Any costs associated with accessing any entry mechanisms for the Promotion is the Entrant's responsibility and is dependent on the Internet service provider used.
26. To the full extent permitted by law, the Promoter, its associated companies and agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or prizes, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. Nothing in these conditions is intended to exclude, restrict or modify an entrant's rights under the Competition and Consumer Act 2010.

PRIVACY

27. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the Competition and publicise its winners and may be used to market its products to the entrant. The personal information of the winner may be provided to others assisting in the conduct of the Competition, including the Competition administrator, prize suppliers and deliverers, and to regulatory authorities. Persons may contact the Promoter by post at the address stated in condition 1 to request access to, or corrections of, any of their collected personal information that is held by the Promoter. If an entrant does not provide accurate personal information the Promoter may determine that they are not eligible to win a prize. For the Promoter's full Privacy Policy, please email reception@embracephysiopilates.com.au