

## Competition terms and conditions

*Australian Physiotherapy Association: 'I choose physio because...'* competition – Tradies National Health Month.

1. Information on how to enter forms part of the terms of entry. Entry into the Competition is deemed acceptance of these terms and conditions.

2. The Promoter of this Competition is the Australian Physiotherapy Association (APA) of Level 1, 1175 Toorak Rd, Camberwell, Victoria, 3124, ABN: 89 004 265 150.

2. Entry to the Competition is open to Australian residents of all ages. Only Australian residents may be deemed winners. An entrant must be an individual and not a company or organisation. Employees of the Promoter, their immediate families or any person associated with the Competition, or any organisation or individual associated with the provision of the prize(s) are not eligible to enter.

3. To enter the Competition, you must comment on the post, on either Facebook or Instagram. Your comment must, in once sentence, finish the line 'I choose physio because...' You may also include an image with your response. We are looking for the most creative entries that show why you choose physio above other types of treatment.

In order for your photos to be eligible for entry you must use the following hashtags: **#choosephysio** and **#tradieshealth** in your post. On Instagram, you must tag @physioaustralia in your comment.

4. Promoter may at its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions. All relevant instructions on the Promoter's website form part of these Terms and Conditions.

5. Entry into the Competition is free. The cost of accessing the Promoter's website, Facebook and Instagram will be dependant on the entrant's individual Internet Service Provider. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

6. Entrants can submit multiple entries. Entries are not limited per person.

7. A judging panel will regularly review the entries during the competition period and share top entries on the Australian Physiotherapy Association social channels. At the end of the Competition, judges will select the most creative entry to win. Judges decision is final and no further correspondence will be entered into.

8. This Competition is in no way sponsored, endorsed or administrated by or associated with Instagram or Facebook. You acknowledge that all information and material that you submit to enter this Competition is submitted to the Promoter and not Instagram or Facebook and you agree that Instagram or Facebook shall not be liable to you in any way in respect to this competition.

9. The Competition opens at 18:00 on 15 August 2018 and closes at 12 midnight on 16 August 2018 ("Competition Period"). Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.

10. If you choose to submit a photo to the Promoter, you grant the Promoter and its licensees and assignees a non-exclusive licence to exercise all rights in perpetuity throughout the world in the Photo and all other material provided by you to the Promoter at any time.

11. Without limiting the rights granted to the Promoter under point 10, you specifically agree that point 10 grants to the Promoter the non-exclusive right throughout the world to communicate the photo in whole or in part to the public on any media platform and you grant to the Promoter all associated rights necessary to exercise the above rights.

12. One entry judged by the Promoter's panel of judges to be the most innovative, creative and representative of the breadth of physiotherapy will win the prize ("First Prize Winner").

13. Chance plays no part in determining the prize winners.

14. The winner will receive a voucher entitling the recipient to a pair of Steel Blue work boots, with an expiry date of June 30, 2019.

15. The Promoter accepts no responsibility for any variation in prize value.

16. No component of the prize can be transferred or redeemed for cash. In the event that the prize becomes unavailable due to circumstances beyond the Promoter's control, the Promoter reserves the right to provide a similar product to the same or greater value as the original prizes, subject to any applicable laws or written directions made under applicable legislation.

17. You warrant that:

(i) all details provided with your entry are true and accurate;

(ii) the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties; and you will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.

18. You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions.

19 (a) – The Promoter will process information about in you in accordance with the [APA Privacy Policy](http://www.physiotherapy.asn.au/APAWCM/The_APA/PrivacyWebsite.aspx) ([http://www.physiotherapy.asn.au/APAWCM/The\\_APA/PrivacyWebsite.aspx](http://www.physiotherapy.asn.au/APAWCM/The_APA/PrivacyWebsite.aspx)). By entering the Competition, you consent to such processing and you warrant that all data provided by you is accurate.

20. You agree that the Promoter may use your entry, photographs and any personal details provided to the Promoter for any promotional, marketing and publicity purposes of the Promoter in any media without any fee paid to you. (See also Point 10).

21. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into. The judging will take place at Level 1, 1175 Toorak Road, Camberwell VIC 3124. The name of the prize winners will be announced on 17 August 2018 and posted on the APA Facebook and Instagram channels. The winner will also be notified privately on the account via which they entered (either Facebook or Instagram).

22. In the event that the prize winner is unable to be contacted, the Promoter will retain the prize for twelve (12) months from the date of the judges' decision. If any prize is not claimed within twelve (12) months of the date of the judges' decision, the judges may determine another winner for the unclaimed prize. A winner of any unclaimed prize will be the prize winner for the purpose of these Terms and Conditions.

23. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the prizes to the prize winner, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.

24. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter 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 entries.

25. To the full extent permitted by the law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or inconsequential) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.

26. The Promoter reserves the right to disqualify any entries which are incomplete or in the opinion of the Promoter, include objectionable content, profanity, potentially insulting, inflammatory or defamatory images, disqualify any entrant who tampers with the entry process, submits an entry that is not in accordance with the Terms and Conditions of the entry or who has engaged in conduct in entering the Competition that is fraudulent, misleading,

deceptive or generally damaging to the goodwill or reputation of the Competition, Promoter and/or Promoter's partner organisations/endorsed products or services.

28. Entrants consent that the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including the outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.