

# THE —BACK UP—

## 2 for 1 credits 2025 giveaway

Drafted by  
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### 2 for 1 credits 2025 TERMS AND CONDITIONS

#### Backup therapy also known as "The Back up"

#### 1 INTRODUCTION

##### 1.1 PURPOSE AND SCOPE

- (a) These Terms & Conditions (the "Terms") apply to the 2 for 1 credit 2025 giveaway organised by Backup therapy also known as "The Back up", operating in Australia. By entering the giveaway, participants agree to be bound by these Terms and any decisions made by Backup therapy regarding the giveaway.
- (b) All entrants are responsible for ensuring they have read and understood these Terms before participating.
- (c) The giveaway commences on 09/10/2025 and ends on 25/12/2025 ("Giveaway Period").
- (d) Backup therapy also known as "The Back up" reserves the right to amend these Terms at any time without notice.

#### 2 ELIGIBILITY

##### 2.1 WHO CAN ENTER

- (a) This giveaway is open to AHPRA registered occupational therapists.
- (b) Credit holders must fulfil the membership form / sign up for Back up therapy services in order to purchase and utilise the credits. They will be bound by the terms and agreements of membership attached to membership sign up.
- (b) Any entry that violates applicable laws or these Terms will be deemed void.

#### 3 HOW TO ENTER

##### 3.1 ENTRY MECHANISM

- (a) Entry instructions will be communicated through official Backup therapy channels, including but not limited to direct contact, social media platforms, websites, email or newsletters. Unless otherwise specified, there is no entry fee or purchase requirement for participation.
- (b) Multiple entries for a single person are NOT permitted. Promotional codes are a single use only to the value of 3 credits (6 credits including promotional credit). Backup therapy is not responsible for incomplete or lost entries due to technical or other errors.
- (c) Participants must follow the published guidelines to submit a valid entry.
- (d) Any entry deemed fraudulent or inappropriate will be disqualified at the sole discretion of Backup therapy.

#### 4 GIVEAWAY DETAILS

##### 4.1 DESCRIPTION AND VALUE

- (a) The giveaway is a 2 for 1 credit for membership services. These credits can be utilised as per membership terms and conditions. CPD is bound to the locations advertised by back up therapy. Participants cannot elect their own location for CPD or services. The exact

specifications, features, or monetary value of the giveaway may be subject to change at Backup therapy discretion.

(b) Credit must be utilised within 2026. Rescheduling or remaining credit into 2027 will not be accepted. Credits will be forfeit. Transfer of credits to an alternate therapist is up to the discretion of Back up therapy management. Contact [team@thebackup.com.au](mailto:team@thebackup.com.au).

(b) No cash alternative will be provided.

(c) In the event that the specified giveaway becomes unavailable, Backup therapy reserves the right to substitute an item of equal or greater value. The value of this giveaway is 50% of the value of the credit at the time of sale.

(d) All taxes, fees, and charges associated with attending membership locations are the responsibility of participants.

## **5 GIVEAWAY SELECTION AND NOTIFICATION**

### **5.1 BOOKING**

(a) Participants must purchase credits through the online store at “thebackup.com.au” website. They must utilise their received promotion code in the booking.

(b) Bookings will be confirmed by “The back up” management.

(c) Check of AHPRA details will occur to ensure eligibility for booking.

(d) All booking must occur during the promotional period.

(e) Membership services are a first come first served basis. Booking availability may vary and places cannot be guaranteed.

(f) Purchases for credits are final. Refunds or transfers are not accepted. Beliefs there is exceptional circumstances will be reviewed by Back up therapy management. Final decision is up to the discretion of management.

## **6 LIABILITY**

### **6.1 LIMITATIONS**

(a) By entering this giveaway, participants agree that Backup therapy will not be held liable for any losses, damages, or injuries of any kind resulting from participation in this giveaway or from acceptance, possession, or use of CPD materials or resources.

(b) To the maximum extent permitted by law, Back up therapy is not liable for any loss, damage, cost, or expense (whether direct, indirect, incidental, or consequential) arising from the use of our resources, services, or equipment, except where such liability cannot be excluded under the Australian Consumer Law. Where our liability cannot be excluded, and to the extent permitted by law, our liability is limited (at our option) to: the resupply of the relevant services; or the payment of the cost of resupplying the services. We are not responsible for: outcomes of clinical decisions made by professionals using our resources, any indirect losses such as loss of income, business opportunities, or data, or misuse of equipment outside the guidelines provided. Nothing in this statement is intended to exclude or limit the consumer guarantees under the Australian Consumer Law.

(c) If any portion of this gieaway is compromised by virus, technical failure, or other cause beyond Backup therapy control, Backup therapy may modify or terminate the giveaway at its discretion.

(d) In no event shall Backup therapy be liable for any incidental, consequential, or punitive damages arising out of or in connection with the giveaway.

(e) Nothing in this clause is intended to limit any rights participants may have under consumer laws, and any stated limitations will not apply to any liability under consumer law that cannot be limited.

## **7 GENERAL CONDITIONS**

### **7.1 MISCELLANEOUS**

(a) These Terms and any matters relating thereto shall be governed by and construed in accordance with the laws of Australia. Any dispute arising out of or in connection with

these Terms will be subject to the exclusive jurisdiction of the courts of Australia.

(b) By entering the giveaway, participants agree to release and hold harmless Backup therapy also known as "The Back up" from any liability, claims, or actions of any kind for injuries, damages, or losses of any kind arising out of their participation in the giveaway.

(c) If any provision of these Terms is deemed unenforceable, all other provisions shall remain in full force and effect.

(d) These Terms represent the entire agreement between Backup therapy and the participants regarding the giveaway, superseding any prior or inconsistent agreements or communications.