

THE — BACK UP —

Free dress CPD giveaway

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FREE DRESS CPD GIVEAWAY 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 Back Up free dress CPD 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 12/12/2025 ("Giveaway Period"). The day of presentation may be after the promotional period. By end time of the promotional period, the booking with promotional code need to be submitted and confirmed by Back up therapy. Bookings after the promotional period will not be accepted. Re-scheduling bookings past the promotional period is not permitted. Exceptions to this rule are at the discretion of management.
- (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) Location must be within reasonable travel of the area representative. This will be checked and confirmed by Back up therapy prior to confirmation of booking. Back up therapy reserves the right to refuse promotional giveaway if location prohibits reasonable access.
- (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 company may be permitted if presentations are occurring at different office locations. Repeat presentations at the same location are not permitted. 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 free dressing for occupation CPD at the participants primary office (as dictated by the invitation or entry form) or back up therapy advertised community locations. Participants cannot elect their own location for presentation. The exact specifications, features, or monetary value of the giveaway may be subject to change at Backup therapy discretion.
- (b) No cash alternative is available, and giveaways are non-transferable unless agreed to in writing by Backup therapy.
- (c) In the event that the specified giveaway becomes unavailable, Backup therapy reserves the right to substitute an item of equal or greater value.
- (d) All taxes, fees, and charges associated with presenting the CPD at the recipients place of work are the sole responsibility of the participant, unless otherwise stated.

5 GIVEAWAY SELECTION AND NOTIFICATION

5.1 BOOKING

- (a) Participants must book the giveaway via the “representative booking” page on the “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) Once there are no further booking availability in the promotional period the giveaway has expired. It is a first come first served basis. The back up is not required to provide free CPD giveaway after bookings exhaustion regardless if the participant holds a promotional code. Booking availability may vary over the promotional period.
- (f) If the participant cancels the booking, rescheduling must occur in the promotional period. If this is not achievable it is up to the discretion Back Up Therapy management as to whether rescheduling is permitted.
- (g) If the back up employee is unable to complete the booked promotion, rescheduling will occur at the next availability of both parties.

6 LIABILITY

6.1 LIMITATIONS

- (a) By entering this giveaway, participants agree that Backup therapy also known as "The Back up" 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.
- (b) To the maximum extent permitted by law, Back up therapy also known as "The Backup" 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 giveaway 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 also known as "The Back up" and the participants regarding the giveaway, superseding any prior or inconsistent agreements or communications.