

25 Martin Place / Win a Pilates DUO 5x Class Pack at City Physio and Pilates

Terms and Conditions

1. These terms and conditions apply to entrants to the '**Win a Pilates DUO 5x Class Pack at City Physio and Pilates**' Centre Promotion ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexus Funds Management Limited (ABN:24 060 920 783) as Trustee for Dexus Martin Place of 25 Martin Place, Sydney NSW 2000.
3. This promotion will be conducted via the Instagram page of 25 Martin Place, @25martinplace. Phone 02 9224 8333 ("Centre").

ELIGIBILITY

4. This Promotion is only open to residents of NSW aged 18 years or over, who are able to attend the Centre to claim the Prize.
5. The following individuals are ineligible to enter the Promotion:
 - a. employees, directors, officers and management of the Promoter, any related bodies corporate of the Promoter, or any of the tenants or retailers in the participating Centre/s or any of the Promoter's agencies that are associated with the Promotion;
 - b. the spouse, de facto spouse, parent, child or sibling of an individual listed in paragraph a.; and
 - c. any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

6. This Promotion commences at 9am AEST on Wednesday 11 September and ends at 12pm AEST on Wednesday 2 October 2024 ("Promotion Period").

HOW TO ENTER

7. To enter this Promotion, eligible individuals must, during the Promotion Period:

ENTRY INSTRUCTIONS

- a) Go to the 25 Martin Place Instagram page and follow @25martinplace
 - b) Like the competition post and tag a friend who you want to share the DUO 5x class pilates pack with.
 - c) Tagged friend must also follow @25martinplace on Instagram and like the competition post.
8. If entries are submitted online, entries must not appear to promote any goods or services other than those of the Centre or the Centre's retailers participating in this Promotion.

LIMITS ON ENTRY

9. Unlimited entries permitted per eligible person, per day. Each entry must be submitted separately in accordance with these Terms and Conditions.

PRIZE DETERMINATION GAME OF CHANCE

10. The draw will take place at 25 Martin Place at 2.00pm AEST on Wednesday 2 October 2024. The Promoter may draw reserve entries and record them in order in case of an invalid entry/entrant or a prize is unclaimed.
11. The first entry selected randomly from the valid entries received during the Promotion Period will win a prize.
12. The first entry selected randomly from the valid entries received during the Promotion Period will win the prize specified above for that draw.
13. This is a game of chance.

WINNER NOTIFICATION

14. The provisional winner will be notified via Instagram direct message of determination. A provisional winner will only be deemed a winner once their identity is verified by the Promoter. A winner of a prize may have their name published on 25 Martin Place website or social media channels on Friday 4 October 2024 for a period of 28 days.

Prize can be redeemed from City Physio and Pilates at 25 Martin Place during business hours. To facilitate the collection of the prize from the retailer(s), the winner(s)'s name, phone number and email address may be provided to the retailer(s).

PRIZES

The prize consists of 5x class pass of DUO Pilates class for two people at City Physio & Pilates, located at Shop 10, Level 6, 25 Martin Place.

15. Prize is valued at \$870.00

PRIZE CONDITIONS

16. 25 Martin Place will notify prize winner and City Physio of the winner's details including full name and email address.
17. Winner will need to either call or email City Physio Sydney to coordinate the scheduling of the class.
18. The prize must be scheduled in advance and is subject to availability at City Physio & Pilates.
19. The prize is non-transferable and may not be redeemed for cash or any other services/other class types.

UNCLAIMED PRIZES GAME OF CHANCE

20. Any prize that has been won but remains unclaimed will be entered into the unclaimed prize draw. The unclaimed prize draw will take place at the same time and place as the original draw, on Monday 2 December 2024. The winner will be notified via Instagram direct message. Any winner of a prize may have their name published on the 25 Martin Place website and social media channels for a period of 28 days.
21. If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on Friday 6 December 2024.

GENERAL

22. You must not:
- a. tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - b. engage in any conduct that may jeopardise the fair and proper conduct of this Promotion;
 - c. act in a disruptive, annoying, threatening, abusive or harassing manner;
 - d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Promotion;
 - e. breach any law;
 - f. breach any "community guidelines" issued by the Promoter from time to time,
 - g. behave in a way that is otherwise inappropriate.
23. If relevant, incomplete, indecipherable or illegible entries will be deemed invalid.
24. If there is a dispute as to the identity of the entrant, the Promoter reserves the right to determine the identity of the entrant.
25. Prizes are subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take a prize or an element of a prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash. Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
26. You/your companion/s must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
27. If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.
28. If you (or your companion/s, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.
29. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
30. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize or part of a prize with an equal or higher value and/or specification, subject to any written directions from a regulatory authority.
31. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.

32. Entrants consent to the Promoter using the entrant's 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 without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or the Promoter's retailer(s).
33. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting participating retailers) and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
34. If this Promotion is interfered with or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right to the fullest extent permitted by law to (a) disqualify an entrant engaging in unauthorised intervention or fraud; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
35. If any dispute arises concerning the conduct of this promotion, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. However, the Promoter's decision is final, and no correspondence will be entered into.
36. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
37. Your entry must be received during the Promotion Period and will be deemed to be received only when received by the Promoter. Where relevant, entry forms/scratch cards from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. If you enter using multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
38. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this Promotion results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
39. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Australian Competition and Consumer Act 2010* (Cth) as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
40. The Promoter (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including without limitation:
 - a. any technical difficulties or equipment malfunction;
 - b. any theft, unauthorised access or third party interference;
 - c. any entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
 - d. any variation in the prize value to that stated in these Terms and Conditions;
 - e. any tax liability incurred by an entrant or winner; or

f. use of the prize,

except for any liability which under statute, including under the Non-Excludable Guarantees, cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

41. This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Instagram or Facebook. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

PRIVACY AUSTRALIA

42. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, if required, to Australian regulatory authorities. Participation in the Promotion is conditional on providing this information.

43. By entering, you consent to the Promoter using this information for promotional, marketing, publicity and research purposes, including telephoning the entrant or sending email or SMS messages provided that where required by the *Spam Act 2003* (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). You also consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition. The Promoter may use your personal information for such other purposes as set out in the Dexus Group Privacy Policy, which is available at <http://www.dexus.com/who-we-are/privacy-policy>. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia, including in the United States, Europe and the Asia-Pacific region.

44. If you have marked the “opt-in” box on the entry form relating to a third party collecting your personal information, you consent to the storage of your personal information on the specified third party's database/s and the specified third party may use this information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging provided that where required by the *Spam Act 2003* (Cth), the third party includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). You should contact the relevant third party/ies for their privacy policy/ies.

45. The Dexus Group Privacy Policy also contains information about how entrants may access, update or correct their personal information and how Australian entrants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.