

Ethos Orthodontics - Valentine's Day 2021: You Complete Me Terms & Conditions

General

1. **Promotion Name:** Valentine's Day - You Complete Me ("The Promotion")
2. **Promoter:** Ethos Orthodontics, ABN 36 010 423 784, of 1929 Logan Road Upper Mount Gravatt, QLD 4122. Telephone number: (07) 3349 5266. Operating as Ethos Orthodontics.
3. **Website:** Ethos Orthodontics Facebook <https://www.facebook.com/EthosOrthodontics> and Ethos Orthodontics Instagram <https://www.instagram.com/ethosorthodontics/>
4. By participating in the Promotion, you agree to these terms and conditions.

Disclaimer of Liability

5. The Promotion is in no way sponsored, endorsed, or administered by or associated with Facebook or Instagram. Entrants completely release Facebook and Instagram from any and all liability relating to the Promotion.
6. The Promoter is in no way liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply of goods by any person to the prize winner. The Promoter does not accept responsibility for late, lost or misdirected entries or entries not received by the Promoter.
7. The Promoter, Facebook and Instagram accept no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into this Promotion and each entrant takes full responsibility for any such claims made in relation to their entry.
8. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid.
9. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the

Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.

10. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to 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.

11. You understand that you are providing your information to the Promoter and not to Facebook and Instagram. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. The Promoter is bound by the *Australian Privacy Principles in the Privacy Act 1988 (Cth)*. Entrants' information will not be stored in the Promoter's database and contact details will only be used to inform the winner and send the winner their prize.

Entry

12. **Promotional Period** The Promotion starts at **9am, 1 February 2021** and closes at **5pm, 13 February 2021**. The winner will be announced at **10am, 14 February 2021**. All times are Brisbane, Australia times. The Promotion will take place during the Promotional Period. Any entry that occurs outside this period is invalid.

13. **Entry Restrictions** Entry is open to residents of Australia currently living in Australia who are aged 16 years and over (with a legitimate Facebook or Instagram account) at the time the Promotion starts, who fulfill the entry requirements and are able to take the prize on the specified dates.

14. Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies associated with the Promotion and their immediate families are ineligible to enter.

15. **Entry Method** To be eligible, entrants must enter during the Promotional Period: by posting in the comments, the missing word from the movie quote that has been posted to Facebook & Instagram. Valentine's Day posts will be advertised through Facebook & Instagram ads. Please note, your Facebook and Instagram account must be public in order to be eligible.

16. All entries, once submitted, become the property of the Promoter. The Promoter may use entry content, images, photographs, and any other material created to enter the Promotion

for publicity and promotion purposes for an unlimited time throughout the world without compensation in any media, social media, advertising and/or promoting any goods or services of the Promoter.

17. It is a condition of participating in the Promotion that the entrant warrants that their entry is original and does not infringe the intellectual property of any third parties.

18. The Promoter, Facebook and Instagram accept no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into this Promotion and each entrant takes full responsibility for any such claims made in relation to their entry.

19. **Maximum Entries Permitted** Multiple unique entries are permitted.

20. To protect the integrity of the competition, the Promoter reserves the right, at its sole discretion, to verify, at any time (including after the closing of the Promotion) the validity of all entries (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits invalid, incomplete, indecipherable, private or illegible entries or tampers with the entry process or uses any automated entry software or any other mechanical or electronic means to submit repeated entries.

21. Entries must be received by the Promoter during the Promotion Period. Entries are deemed to be received when an entrant has successfully guessed the correct title of the movie on the correct post, within the comments. The Promoter is not responsible for incorrect, inaccurate, incomplete, late, lost or misdirected information caused by an entrant or occurring during transmission. The Promoter is not responsible for any technical problems or other malfunctions which may occur in relation to internet, network or network congestion, including problems with the transmission of entries or injury or damage to a participant or their computer related to entry in the Promotion.

22. Information on how to enter and prizes form part of these terms and conditions. Any entry not complying with these terms and conditions is invalid. If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.

Prize details

23. **Number of Prizes Available:** One (1) prize and one (1) winner

24. **Details** The prize will consist of: A \$150 voucher to 'Moo Moo The Wine Bar and Grill' and a \$50 voucher for 'Event Cinemas'.

25. **Approximate (total) Value:** \$200

26. **Conditions of Prize** As per conditions of entry. Prizes are not transferable and cannot be converted to cash. If there are any taxes in respect of the prize then they will be included as part of the prize.

27. **Prize Winner Eligibility** The prize winner must be a Brisbane resident.

28. **Prize Winner Notification** The prize winner will be announced via Facebook & Instagram. The post will ask the provisional winner to direct message Ethos Orthodontics and complete all requested information asap. If the winner does not respond within 7 days they will forfeit the prize.

29. **Prize Winner Publication Details** A prize winner announcement will be made on the Ethos Orthodontics Facebook and Instagram page on February 14th, 2021 (Valentine's Day). The winner will be drawn at random from the pool of eligible entrants.

30. **Prize Claim Date** All prizes must be claimed **14 days after the winner is announced** - unless alternative arrangements have been agreed upon between the winner and Ethos Orthodontics. If the prize is not claimed by the Prize Claim Date, the prize will be forfeited and the Promoter will determine an alternative winner.

31. **Prize Delivery** prizes will be available to collect from any Ethos Orthodontics clinic or by post if arranged between the winner and Ethos Orthodontics.