

# Terms & Conditions

## Australian Skin Clinics Castle Hill Instagram Competition – Mother’s Day Competition Terms & Conditions

1. The promoter is JDK Management Pty Ltd (ACN 635 423 933) as trustee for the JGK Family Trust (ABN 80 159 198 329) of Shop 501, 6-14 Castle Street Castle Towers NSW 2154 trading as Australian Skin Clinics Castle Towers/ Hill (Promoter)
2. Information on how to enter and prizes form part of these Conditions of Entry. Entry into this Promotion is deemed acceptance of these Terms and Conditions of Entry by each entrant.
3. This Promotion is a game of chance.
4. Subject to clause 8, entry into the Promotion is only open to customers who are:
  - a. 18 years of age or older; and
  - b. Australian residents (**Eligibility Criteria**)
5. To enter the Promotion, entrants who meet the Eligible Criteria will be required to:
  - a. Like the competition post (<https://www.instagram.com/p/CdDZdBRM2dz/>)
  - b. Be following @auskinclinicscastlehill on Instagram
  - c. Share the post to your Instagram story
6. Incomplete, incomprehensible and incorrect entries will be deemed invalid and will result in an ineligible entry.
7. Any costs associated with entering this Promotion remain the responsibility of each entrant.
8. International residents, employees (and their immediate families) of the Promoter and participating venues, printers, suppliers, providers, agencies and resellers associated with this Promotion are ineligible to enter.
9. The Promotion commences at on 02/05/2022 and closes at 11.59pm (AEST) on 03/05/2022.  
**(Promotion Period)**
10. Entrants may enter the Promotion once.
11. The Promoter does not accept any responsibility for late, lost or misdirected entries or submissions. The Promoter reserves the right to distribute and share the content it receives.
12. The Promotion prize One (1) High-Performance Microdermabrasion + one (1) LED Treatment valued at AUD\$249. Prize is non-transferable and can only be redeemed at Australian Skin Clinics Castle Towers/ Hill
13. The prize must be taken as offered and cannot be varied. The prize is not transferable; exchangeable; or redeemable for other cash, goods or services. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
14. If for any reason a prize becomes unavailable due to circumstances outside of the Promoter’s reasonable control, the Promoter reserves the right to award a similar substitute prize of equal or greater value, subject to any written directions made under applicable State and Territory legislation.
15. The winner(s) of the Promotion will be chosen via an online random generator draw (<https://www.randomresult.com/pick.php>) which will occur at Australian Skin Clinics Castle Towers/ Hill of Shop 501, 6-14 Castle Street Castle Towers NSW 2154
16. The winner(s) will be contacted via Instagram direct message on 04/05/2022 and details will be posted on the ASC Castle Hill Instagram page.
17. The winner(s) must claim the prize from the ASC Castle Towers/ Hill within 28 days of notification (Claim Date) or otherwise the prize is forfeited.
  - a. If the Prize is not claimed by the Claim Date the Promoter reserves the right to draw a reserve winner.
  - b. The Promoter will continue to draw a winner until the Prize is claimed. The subsequent reserve draws will have twenty-eight (28) days to claim the prize
  - c. The Promoter will use reasonable efforts to notify and identify any subsequent reserve winners. The Promoter will allow for twenty-eight (28) days for reserve winner(s) to claim the Prize. If the winner does not claim the Prize the Promoter will continue to draw until the Prize is claimed.

## Australian Skin Clinics Castle Hill Instagram Competition – Mother’s Day Competition Terms & Conditions (Cont.)

18. The Promoter reserves the right to request winners to provide proof of identity in order to claim a prize. Proof of identification considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
19. The Promoter reserves the right to verify the validity of entries into the Promotion and reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.
20. The Promoter and its associated agencies and companies shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person’s negligence) in connection with taking the prize or using the prize, except any liability that cannot be excluded by law (in which case that liability is limited to the extent permitted by law).
21. In the event of war, terrorism, state of emergency or disaster (including natural disaster) or any other circumstance beyond the reasonable control of the Promoter, subject to any written directions made under applicable State or Territory legislation, the Promoter reserves the right to either provide an alternative prize to the same or greater value as the original prize or to cancel, terminate, modify or suspend the Promotion.
22. The Promoter is not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network, or any combination thereof, or any other technical failures including any damage to entrant’s or any other person’s computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to the Promotion.
23. If for any reason this Promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, subject to any written directions made under applicable State or Territory legislation.
24. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter, including without limitation, technical malfunctions or failures.
25. As a condition of entering this Promotion, an entrant consents 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 for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing this Promotion (including any outcome), and/or promoting any products manufactured, distributed and/or supplied by the Promoter. The entrant agrees that, in the event they are a winner, the entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.
26. An entry and any copyright subsisting in an entry into this Promotion irrevocably becomes, at the time of entry, the property of the Promoter.

## Australian Skin Clinics Castle Hill Instagram Competition – Mother’s Day Competition Terms & Conditions (Cont.)

27. The Promoter collects personal information about an entrant to include the entrant in the Promotion and where appropriate award the prize(s). If the personal information requested is not provided, the entrant cannot participate in the Promotion. By participating in the Promotion, an entrant also acknowledges that a further primary purpose for collection of the entrant’s personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with information on special offers, or provide the entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners who may contact the entrant with special offers in this way.
28. By entering the Promotion, an entrant agrees that the Promoter may use the entrant’s personal information in the manner set out in this condition. An entrant also agrees that the Promoter may publish or cause to be published the winner’s name and locality in any media as required under the relevant State or Territory lottery legislation. Entrants can also gain access to, update or correct any personal information by contacting the Promoter. All personal information will be stored at both the Australian Skin Clinics and/or the offices of the Promoter at the address above. A copy of Australian Skin Clinic’s Privacy Policy in relation to the treatment of personal information collected may be viewed at <https://australianskinclinics.com.au/privacy-policy/>.
29. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook/ Instagram. By participating you hereby release and hold Facebook/Instagram harmless from any and all actions, claims, demands, damages or costs arising or resulting from this promotion.