Win A wellness retreat

Competition Terms & Conditions

Schedule

Promotion	Win A Wellness Reward
Promoter	Pedestrian Group Pty Ltd ABN 15 106 513 580 of The Commons, 388 George Street, Sydney NSW 2000
Promotion Sponsor	QV CERAMIDES
Promotional Period	**Start Date:** 01/09/2026 at 9:00AM AEST
	End Date: 30/09/2026 at 11:59PM AEST
Eligible entrants	Permanent residents of Australia aged 18 years and over who are not ineligible to enter the Promotion under clause 2 of the Terms and Conditions (**Entrants**).
Entry Method	To enter, Entrants must complete the following steps during the Promotional Period: 1. Visit www.pedestrian.tv and follow the prompts to the promotion entry page; 2. Locate the entry form and complete all requested details, including the city of residence; and 3. Provide an answer in 25 words or less to the question, "Tell us in 25 words or less about one wellness experience you tried that everyone needs to know about and why." 4. Submit the fully completed entry form.
Maximum Entries	Only one (1) entry is permitted per Entrant during the Promotional Period.
Winner Determination	Game of skill. Chance plays no part in determining the Winner. Judging will take place by the Promoter at The Commons, Level 4, 388 George Street, Sydney NSW 2000 on 06/10/2026 at 10AM AEDT. Entries will be divided based on the entrant's State/Territory of residence, as follows: ● NSW; ● VIC; and ● All other States and Territories, (each a "Group"). The Winner from each Group will be the Entrant who has most creatively answered the promotional question. The Promoter reserves the right to select additional reserve entries that it determines to be the next best, and record them in order of merit, in case of an invalid entry or ineligible Entrant.
Number of Winners	Six (6), broken down as follows: ● One (1) x NSW winner; ● One (1) x VIC winner; and ● Four (4) x winners from all other States and Territories.
Winner Notification	The Winners will be notified by Pedestrian Group via email.
Prize/s	**NSW:** The best valid entry in NSW, as determined by the judges, will win a two-night wellness stay at Billabong Retreat for two (2) adults (Monday–Wednesday or Wednesday–Friday stay) valued at up to AUD $2,000 depending on dates of stay. Prize includes: ● 2 nights in a Deluxe King Cabin for two; ● Indoor and outdoor bath overlooking the water; ● All main meals, selected drinks and snacks; ● Unlimited teas and filtered water;

	● Twice-daily yoga; ● Daily wellness workshop; ● Evening meditation; and ● One (1) massage per guest. **<u>Travel to Billabong Retreat is not included in the prize and is the responsible of the winner and their guest.</u>** _____ **VIC:** The best valid entry in VIC, as determined by the judges, will win a two-night stay at Metung Hot Springs, for two (2) adults valued at AUD $2,000. Prize includes: ● 2 nights in a Glamping Tent; ● On-site hot springs bathing with no time limit; ● A round of golf with free cart hire; ● 1x $1,150 credit to be added to the winner's account at Metung Hot Springs, which can be redeemed for spa treatments at Metung Hot Springs or dining at Metung Hotel restaurant. **<u>Travel to Metung Hot Springs is not included in the prize and is the responsible of the winner and their guest.</u>** _____ **All other States/Territories** The best four (4) valid entries in this Group, as determined by the judges, will each win a Surrender Spa Package Gift Card, redeemable at Endota Spa, valued at AUD $215:
Total Prize Pool	Total maximum value of prize is up to AUD $4,860
Prize Supplier/s	Metung Hot Springs, Billabong retreats & Endota Spa

Terms and Conditions

Entry into the Promotion

1 The Schedule above and all other entry instructions and prize information published by the Promoter form part of these Terms and Conditions. Each Entrant agrees and acknowledges that they have read these Terms and Conditions (and Schedule) and that entry into the Promotion constitutes acceptance of these Terms and Conditions (and Schedule). All capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, unless stated or as the context otherwise provides.

2 Entry is not open to:
- a) directors, management, employees, officers and contractors of:
  - i. the Promoter,
  - ii. the Prize Supplier/s,
  - iii. any related bodies corporate of the Promoter, the Promotion Sponsor and the Prize Supplier/s, and
  - iv. the agencies and companies associated with the Promoter or the Promotion;
- b) a spouse, de facto spouse, partner, guardian, parent, child or sibling (whether natural or by marriage or adoption) of any person set out in clause 2a).

3 Entries must be received by the Promoter during the Promotional Period. All entries are deemed to be received at the time of receipt by the Promoter or its agencies, not the time of transmission by the Entrant. Records of the Promoter and its agencies will be used to verify this.

4 Entrants may submit a maximum of one (1) entry.

5 Any and all entries that are made using any automated entry means, computer entry service or any other mechanical or electronic means that allows an individual to automatically enter repeatedly are invalid and will be rejected by the Promoter.

6 Entry into the Promotion via promotional website is free. However, any costs associated with accessing the relevant promotional website service are the responsibility of each Entrant and

dependent on the internet service provider used.

7 All entries to the Promotion may be subject to verification by the Promoter. Entrants must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to evidence of age, residence and identity. If a Winner cannot provide suitable proof of eligibility to the Promoter's reasonable satisfaction, they forfeit their Prize in whole and no substitute or compensation will be offered.

8 The Promoter may, declare any or all entries made by an Entrant to be invalid if the Entrant:

a) fails to establish their entitlement to win the Promotion to the Promoter's reasonable satisfaction; or
b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
d) has submitted an entry that is not in accordance with these Terms and Conditions; or
e) has, in the reasonable opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.

Entry material

9 Entries must be submitted in accordance with the Entry Method and must not be: incomplete; incomprehensible; unlawful or capable of violating any law or giving rise to a civil action; obscene; defamatory or libellous; threatening or harassing; pornographic or contain nudity; hateful; offensive; incite or be capable of encouraging conduct that would be considered a criminal offence; and in violation of the terms and conditions of the relevant social media platform used to enter the Promotion.

10 Entrants warrant that their entry is their own original work, it is not copied in any manner from any other work, and it does not infringe the copyright, moral rights, trade mark rights or any other rights of any third party.

11 All entries immediately become and remain the property of the Promoter. The Promoter reserves the right to use, reproduce, distribute and display the entry material (and authorise others to do the same) for the purposes of conducting and promoting the Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.

12 By entering the Promotion, Entrants consent to any use of their entry by the Promoter which may otherwise infringe an Entrant's moral rights in the entry material, including (without limitation), exercising any of the rights in the entry material without identifying the Entrant, and using the entry material in any way that the Promoter reasonably sees fit.

13 Each Entrant warrants that:

a) they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions; and
b) they have express consent from each person appearing in the entry material (or if a person appearing in the entry material is under the age of 18 from that person's parent or legal guardian) and the owner of any private property (including any items, objects or real property) appearing in the entry material.

Winners

14 The Number of Winners will be determined from all valid and eligible entries received during the Promotional Period in accordance with the Winner Determination. The Winner/s will receive the Prize/s.

15 The Winner/s will be notified in accordance with the Winner Notification.

16 All reasonable attempts will be made to contact the Winner/s. If a Prize is:

a) not claimed by the date specified by the Promoter; or
b) forfeited for any reason,

that Prize will be awarded to the next best entry.

General prize terms

17 All Prize values are correct and based on the recommended retail value at the Start Date of the Promotion.

18 If a Prize or any part of a Prize is unavailable for any reason, the Promoter will substitute the Prize with another item of no lesser retail value.

19 Unless expressly stated as being included in the Prize/s, all other costs and expenses

associated with taking the Prize/s become the responsibility of Winner/s and their guest/s, including but not limited to:

a) taxes (excluding departure and any other flight-associated taxes, where flights are included in the Prize);
b) transfers;
c) travel insurance;
d) spending money;
e) additional meals (other than those expressly specified in the prize details);
f) transport to/from any accommodation included in a prize;
g) any extra sightseeing or activities; and
h) all other incidental and ancillary costs incurred by Winner/s and/or their guest/s as a direct or indirect result of taking the Prize.

20 Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.

21 Prizes may be transferred at the Promoter's sole discretion. If the Promoter exercises its discretion to allow a Winner to transfer their Prize, the transfer will be on the condition that the transferee accepts these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.

22 All aspects of a Prize must be taken together as a package. If for any reason a Winner does not (or is unable to) take their Prize or an element of their Prize at the time stipulated by the Promoter, they forfeit their Prize or that element of their Prize and no compensation or substitute will be offered.

23 The Promoter reserves the right to refuse to allow an Entrant/Winner and/or their guest/s to take part or continue to take part in any aspects of the Promotion or Prize/s, for any inappropriate behaviour (including intoxication).

24 Prizes may not, without the prior written consent of the Prize Supplier/s and the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter or the Prize Supplier/s may, at their absolute discretion, withdraw the Prize. Where a Prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and the Winner and any person who has purchased or otherwise bears that ticket will be refused entry.

25 Winner/s should seek independent financial advice at the Winner's sole expense regarding any tax implications relating to the Prize/s or acceptance of the Prize/s.

26 Prizes cannot be used in conjunction with any other discounts or special offers.

27 Each Prize will be awarded to the person named in the winning entry (as judged in accordance with the Winner Determination).

28 The Promoter may invalidate any prize claim where the Winner has breached these Terms and Conditions or otherwise failed to comply with any requirement under these Terms and Conditions.

29 It is a condition of accepting the Prize/s that the Winner/s and their guest/s must sign a participant or winner legal release or releases in a form determined by the Promoter, Prize Supplier/s and/or the Promotion Sponsor in their reasonable discretion.

Holiday prize terms

30 Winner/s and their guest/s must take any accommodation component together. Winner/s and their guest/s are responsible for transport to and from their residence to the accommodation.

31 A credit card imprint or cash deposit may be required from Winner/s and/or their guest/s at check-in to a hotel, for all incidental charges.

32 The Promoter and the Prize Supplier/s make no representation as to the safety conditions or any other conditions that may exist at any destination.

33 Voucher/gift card/account credit prizes are only valid for the period as advised by the Promoter or Prize Supplier/s and can only be redeemed in accordance with the Prize Supplier's terms and conditions.

Publicity

34 By accepting a Prize, Winner/s and their guest/s agree that:

a) if requested by the Promoter, the Winner/s and their guest/s will:
   i. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
   ii. participate in any reasonable promotional activity in connection with the Promotion or the Prize during the Promotional Period and for a reasonable period following the Promotional Period. The Promoter will pay for the reasonable expenses of the Winner/s

and their guest/s participation pursuant to this clause;

b) the Promoter may use their name, image, comments, photographs or audio-visual clips (**Materials**) for publicity and promotional purposes in any form of media, without reference or compensation to the Winner/s and their guest/s or any other person;
c) the Promoter may use, reproduce, edit and communicate to the public the Materials during the Promotional Period and a reasonable period following the Promotional Period in any form of media;
d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to other parties which we engage for the purposes of the Promotion which may reasonably require the Materials for purposes related to the Promotion to do the same; and
e) the Winner/s and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

Use of social media

35 The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):

a) each Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
b) each Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion;
c) to the extent relevant to the Promotion, the Promoter agrees and each Entrant must agree to adhere to the prevailing terms and conditions of each Platform Operator;
d) Entrants understand that they are providing their information to the Promoter and not to the Platform Operator;
e) Entrants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator; and
f) any questions, comments or complaints about the Promotion must be directed to the Promoter not the Platform Operator.

Limitation of liability

36 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar State and Territory consumer protection laws (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability, for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Prize/s.

37 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) is not responsible for and excludes all liability (other than with respect to any rights you may have which result from our negligence, wilful acts or omissions or material breach of these Terms and Conditions) for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of:

a) any technical difficulties or equipment malfunction;
b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion;
c) any delays or failures in any telecommunications services or equipment;
d) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, unauthorised access or third party interference;
e) any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
f) any variation in Prize value to that stated in these Terms and Conditions;
g) any tax liability incurred by a Winner or Entrant;
h) if a Prize or any part of a Prize is unavailable for any reason; or

i) use of the Prize/s.

38 Notwithstanding clauses 36 and 37, you may have rights which result from our negligence, wilful acts or omissions or material breach of these Terms and Conditions

General

39 Prize/s and participation in this Promotion may be subject to additional terms and conditions imposed by third parties, of which the Entrants and Winner will be made aware, and the Entrants and Winners must comply with, any such additional terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed by a third party on the taking of a Prize or participation in the Promotion.

40 If for any reason any aspect of this Promotion is not capable of running as planned, including, without limitation, by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize.

41 Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter and the Prize Supplier/s reserve the right to seek damages in the fullest extent permitted by law if any such attempt is made, whether that attempt results in any such damage, interference or undermining to this Promotion.

42 These Terms and Conditions are governed by the laws of New South Wales.

43 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

44 These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Entrant and the Promoter with respect to the Promotion but they do not exclude the Entrant's rights that it would otherwise have under the *Consumer and Competition Act 2010 (Cth) (Australian Consumer Law)*.

45 The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule where required for the conduct of the Promotion or to otherwise comply with any other law. The Promoter will make reasonable attempts to notify each Entrant of any changes to the Terms and Conditions and the Schedule made pursuant to this clause.

Privacy

46 The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1998*. The Promoter will collect Entrants' personal information in connection with this Promotion and will use and handle the personal information in accordance with these Terms and Conditions and:

a) the Promoter's Privacy Policy at https://www.vinyl.media/media/privacy-policy; or

b) if the Promotion is associated with Pedestrian.TV, the Pedestrian Group Privacy Policy at https://www.pedestrian.tv/privacy-policy/.

The Promoter's Privacy Policy and Pedestrian Group Privacy Policy contain information regarding:

c) how Entrants may access or correct any of their personal information collected by the Promoter; and

d) how Entrants may lodge a complaint with the Promoter for a breach of any Australian Privacy Principle (**APP**) or APP code, and how the Promoter will action such complaint.

47 If there is a Promotion Sponsor, the Promotion Sponsor may use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the Promotion Sponsor.