



TERMS AND CONDITIONS OF 1 FOR ONE PROMOTION

1. By participating in the Promotion, you agree to be bound by the following specific terms and conditions governing **Physio Gym™** physiotherapy "1 for One" Promotion (**Promotion**).
2. The agreement between **Physio Gym™** physiotherapy (hereafter referred to as '**Physio Gym**', '**us**', '**we**' and '**our**') and you is set out in and comprises:
 - (a) The terms and conditions set out in this document and/or the Physio Gym website;
 - (b) The Terms and Conditions of Membership
 - (c) The Physio Gym Rules and Etiquette;
 - (d) Your signed Application Form;
 - (e) Your completed Payment Authority Form; and
 - (f) Your completed Health Questionnaire.

(Agreement)
3. To the extent there is any inconsistency between Promotional Terms and Conditions and Physio Gym's Term and Conditions of Memberships (**General Terms and Conditions**) then Physio Gym's General Terms and Conditions shall prevail.
4. We may at our absolute discretion restrict who may enter into the Promotion for any reason.
5. To be eligible to enter the Promotion, you:
 - 5.1 Must not hold an existing Physio Gym membership;
 - 5.2 Must have a face to face session with one of our physiotherapist;
 - 5.3 Must have one of our physiotherapist assess your suitability to a Physio Gym membership; and
 - 5.4 Must have one of our physiotherapist provide you with a Prescribed Exercise.
6. Each eligible person can only have a maximum of 6 months free membership. To obtain the maximum free membership, you must see one of our physiotherapist five (5) times within 3 months after your initial session or consultation.
7. All memberships given under this Promotion shall be either a 24/7 Membership or a Staffed Access Membership. Please refer to our General Terms and Conditions for membership descriptions.
8. You agree to abide and be bound by the terms and conditions of use of our facility and Physio Gym's Rules and Etiquette of use and entry of our facility.
9. If you are eligible for entry into this Promotion and you have seen our physiotherapist as a Medicare Bulk Billing client, and you have opted to not pay the gap amount, you will be eligible to a free 3 month Staffed Membership **only**. If you pay the gap amount, you will be eligible to the 24/7 Membership or Staffed Access Membership. Participants, whether individually or acting in a group, will be found to be in breach of these and promotional specific terms if the promoter at its sole discretion has reason to believe that a promotion has been abused, manipulated, or that irregular, fraudulent, collusive or illegal activity has occurred.
10. In the event of any breach of these specific terms and conditions or a participant being ineligible to participate, we reserve the right to take such action as it deems appropriate and in our absolute discretion, including but not limited to account, disqualify or suspend your membership.
11. Events may occur that result in us extending, refusing, reclaiming, cancelling, terminating, modifying or suspending the Promotion, these terms and/or the term and offer of free membership at any point and for any reason. These may be due to a third party's illegal activity, technical difficulties and/or any other reasons beyond our control and accordingly you agree that Physio Gym, its directors and officers, shall have no liability as a result thereof.
12. Physio Gym disclaims any liability for inaccurate information, whether caused by the website, human or technical errors relating to the promotion of free membership.
13. Physio Gym may discontinue this Promotion at any time, without notice, and at its own discretion.