

**ENFORCEABLE UNDERTAKING UNDER
THE AUSTRALIAN CONSUMER LAW (WA)**

BETWEEN

MARIA DE CINQUE

AND

COMMISSIONER FOR CONSUMER PROTECTION

RECITALS

WHEREAS:

- A. **MARIA DE CINQUE (de Cinque)** promotes and supplies, in trade or commerce, services relating to a technique known as Theta, including workshops and consultations (**the Services**).
- B. The Services are promoted on the website www.thetahealingheart.com.au (**Website**), which is operated by de Cinque.
- C. The Commissioner for Consumer Protection (**Commissioner**) considers that there is no basis to make the following claims in relation to the Services:

Advanced DNA Workshop 2014

- i. *"You will learn how to manipulate the law of time and how to let go of being constrained by it."*
- ii. *"[Meet and speak with your Ancestors], manipulation of time and space."*
- iii. *"Facilitating healing on pets and animals."*

Dis-ease and Disorders – 10 Days Workshop

- iv. *"If we believe it is possible to heal a dis-ease [sic] or disorder, the body will respond. Shifts you out of what your DNA is carrying as illness."*

Science & Spirituality – Free Seminar – Reflection of Perception

- v. *"...our DNA naturally replaces itself every six weeks..."*
- vi. *"Given the right conditions the cells will regenerate & transform...!"*

Bodyshift – The Interactive Process - Workshop

- vii. *"Bodyshift systems have been clinically proven to produce a revitalization of the adherent tissue and to return it to its natural, supple condition."*
- viii. *"Bodyshift stimulates circulation; increases lymphatic flow breaks up undesirable fibrosis, relaxes muscle spasms, reduces swelling and relieves pain."*
- ix. *"Dozens of studies have shown that bodywork allows muscles to work longer and more efficiently."*
- x. *"We can help provide permanent relief for neuromuscular and structural problems by working on the deep adherent muscle tissue."*
- xi. *"Bodyshift" technique works to achieve permanent relief for neuromuscular and structural problems by working deep adherent muscle tissue."*
- xii. *"Bodyshift can, therefore, prevent a myriad of sports injuries and can dramatically relieve neuromuscular pain caused through injury, restoring freedom of movement."*

Rainbow Children Workshop

The Website claims this workshop teaches children aged 7-12 years:

- xiii. *"How to scan and heal plants and animals."*
- xiv. *"How to perform Readings and Healings on Animals and how to talk to an Animals Higher Self."*
- xv. *"Using theta to perform Telepathy (mind reading and direct mind to mind communication)."*
- xvi. *"How to use the laws to perform Telekinesis (moving objects with your mind)."*

(together the **Claims**; the Advanced DNA Workshop 2014, Dis-ease & Disorders 10 Days Workshop, Bodyshift Workshop and Rainbow Children Workshop are referred to below as the **Workshops**);

- D. This Enforceable Undertaking is accepted by the Commissioner under section 218 of the *Australian Consumer Law (WA)*;
- E. If the Commissioner is satisfied that this Enforceable Undertaking has been breached, then the Commissioner may apply to a court for orders under section 218 of the *Australian Consumer Law (WA)*.
- F. For the purposes of this Enforceable Undertaking, 'consumer' has the same meaning as it does under the *Australian Consumer Law (WA)* and the *Fair Trading Act 2010 (WA)*;
- G. This Enforceable Undertaking does not prevent the Commissioner from taking any action in respect of the matters the subject of this Enforceable Undertaking;
- H. The rights of consumers are not affected by this Enforceable Undertaking; and
- I. This Enforceable Undertaking is not confidential and may be published by the Commissioner.

UNDERTAKINGS

I, **MARIA DE CINQUE**, upon this Enforceable Undertaking being accepted by the Commissioner, **UNDERTAKE**, pursuant to section 218 of the *Australian Consumer Law (WA)*, that:

Statements relating to the Claims

1. I will not publish, in any medium whatsoever, the Claims or any other statement that conveys the same meaning as the Claims.

Letters to Consumers

2. Within 14 days of the undertaking being accepted, I will provide the Commissioner with a list of the names and addresses of every person who purchased a Workshop between 21 March 2014 and 23 October 2014.

3. Within 28 days of the undertaking being accepted, I will send to all known Western Australian purchasers of the Workshops (who purchased the Workshops between 21 March 2014 and 23 October 2014) the letter at **Annexure A**.

Refunds

4. Where any consumer in Western Australia has purchased the Workshops between 21 March 2014 and 23 October 2014, such consumer may request a refund of the amount paid for the Workshops, where that consumer establishes to my reasonable satisfaction that the consumer was misled by the Claims.

5. In the case of any dispute between me and a consumer as to whether the consumer was misled, I will refer the dispute to the Commissioner whose decision shall be final.

6. Subject to clauses 4 and 5, I must, within 14 days, refund to the consumer the amount paid by the consumer for the Workshops.

7. I will publish a prominent statement on the home page of the Website that I have entered this Undertaking within 28 days of the date on which the Commissioner accepts it. I will keep that statement on the Website for a period of two (2) years from the date of its publication.

SIGNED

A. **MARIA DE CINQUE**)



AND

B. **ANNE MARIE DRISCOLL**)
COMMISSIONER FOR)
CONSUMER PROTECTION)

Handwritten signature

19/1/15

DATE UNDERTAKING ACCEPTED)