

Terms and Conditions – Winter Warmers Campaign Entry Prize

1. **"We"**, **"Kingswim"** and **"Promoter"** are YMCA Aquatic Education Ltd (ABN 88 151 552 322) of 2 St Catherine's Court, Mornington, telephone (03) 5975 0777.
2. Information on eligibility, how to enter and the prize form part of these Terms and Conditions (**Terms**).
3. Participation in this Promotion (**Promotion**) is deemed acceptance of these Terms (including any subsequent variations to these Terms as provided for in these Terms).
4. The Promotion includes three (3) random prize draws; the **"May Prize Draw"**, the **"June Prize Draw"** and the **"July Prize Draw"** (each individually a **Draw**).
5. Entry Requirements and Eligibility:

Registered parents or guardians of swimmers who meet the following eligibility criteria will be eligible to enter the Draw, on behalf of their child:

- a. the swimmer must be a current enrolled Kingswim swimmer, meaning they are currently enrolled and participating in group or private learn to swim lessons at any Kingswim centre in Australia;
 - b. for the May Prize Draw, the child must have attended at least three (3) Kingswim group or private swim lessons in the month of May 2024 at any Kingswim centre in Australia; .
 - c. for the June Prize Draw, the child must have attended at least three (3) Kingswim group or private swim lessons in the month of June 2024 at any Kingswim centre in Australia; and
 - d. for the July Prize Draw, the child must have attended at least three (3) Kingswim group or private swim lessons in the month of July 2024 at any Kingswim centre in Australia.
6. Employees and directors of the Promoter and their immediate family members, retailers, suppliers, associated companies and agencies associated with the Promoter are ineligible to enter this Promotion (whether or not they have children or dependents that meet the criteria outlined above). An "immediate family member" includes any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
 7. Exclusions: Offer is not eligible in respect of swimmers in Baby Play, Hydrotherapy, Lap Swimming, Aquacise, Adult Learn to Swim lessons.
 8. The Promotion commences at 9am AEST on Wednesday 1st May 2024 and ends (closing date) at 5.00pm AEST on Wednesday 31st July 2024 (Promotional Period).
 - a. Entries open for the May Prize Draw at 9am AEST on 1st May 2024 and close at 5:00pm AEST on 31st May 2024.

- b. Entries open for the June Prize Draw at 9am AEST on 1st June 2024 and close at 5:00pm AEST on 30th June 2024.
 - c. Entries open for the July Prize Draw at 9am AEST on 1st July 2024 and close at 5:00pm AEST on 31st July 2024.
9. These terms and conditions may be amended by us at any time. Up to date terms and conditions can be found at <https://www.kingswim.com.au/winterwarmers>
10. Reservation of rights: The Promoter reserves the right, at any time, to verify the validity and eligibility of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms or who tampers with the entry process.
11. The Promoter will automatically submit entries on behalf of all eligible persons to each Draw they are eligible for. Entrants are not able to submit entries themselves. The Promoter will use the personal details that have been provided to the Promoter when the relevant child was enrolled for lessons. If an entrants' personal details (including email address) have changed since they enrolled the child in swimming classes, it is the entrants' responsibility to provide the Promoter with updated details. The Promoter does not accept any responsibility for incorrect details resulting in a particular individual not being entered into a Draw.
12. Draw details:
 - a. Draw dates and locations:
 - i. the May Prize Draw will take place at Kingswim Head Office, 2 St Catherine's Court, Mornington, Victoria, 3931 at 12pm on Monday 3rd June 2024;
 - ii. the June Prize Draw will take place at Kingswim Head Office, 2 St Catherine's Court, Mornington, Victoria, 3931 at 12pm on Monday 1st July 2024; and
 - iii. the July Prize Draw will take place at Kingswim Head Office, 2 St Catherine's Court, Mornington, Victoria, 3931 at 12pm on Thursday 1st August 2024.
 - b. The Promoter may draw additional reserve entries and record them in case an invalid entry or ineligible entrant is drawn.
 - c. There will be two (2) winners drawn for each Draw who will receive one (1) prize each.
13. No Multiple entries: a parent or guardian will only be entered once per Draw per child. Where a child has more than one parent or guardian, only one parent or guardian may be entered for that child. If a parent or guardian is a parent or guardian of more than one child, they can be entered for each child that meets the eligibility criteria.
14. Game of chance: This Promotion is a game of chance. Each winner will be selected randomly from the pool of valid entries and, subject otherwise to these Terms, skill plays no part in determining the winner. Each valid entry will not be individually judged.
15. Notification: The winner (being the applicable parent or guardian that is entered into the Draw) will be notified by call or email within 24 hours after each Draw.

16. Prize: The prizes are:
 - a) for the May Prize Draw: two (2) x \$500 prezzee-gift-card, one (1) for each winner;
 - b) for the June Prize Draw: two (2) x \$500 prezzee-gift-card, one (1) for each winner; and
 - c) for the July Prize Draw: two (2) x \$500 prezzee-gift-card, one (1) for each winner.
17. Claiming the prize: Once the winner has been notified that they have won a Draw, they will need to respond (via email) in order to claim the prize. Once a winner has claimed the prize it will be sent directly to them via email within five (5) business days.
18. Unclaimed prize: If a prize remains unclaimed within five (5) business days of the winner being notified that they have won, the second entrant drawn from the reserved entries will be awarded the prize. The alternative winning entrant of the redraw will be notified by email within five (5) business days of the re-draw.
19. Publicity: Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including a photograph, film and/or recording) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome) and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. Tax: The Promoter accepts not responsibility for any tax implications that may arise from an entrant winning a prize in the Promotion. All entrants should seek independent financial advice about such matters.
21. In the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside the Promoter's reasonable control that would reasonably prevent the Promotion from occurring or the Prize from being granted or used, the Promoter is entitled to cancel, terminate, modify or suspend the Promotion and/or the prize subject to written direction from any relevant regulatory authority if required.
22. If for any reason the Promotion is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond the Promoter's control which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter is entitled in its sole discretion to cancel, terminate, modify or suspend the Promotion subject to written direction from any relevant regulatory authority if required.
23. Legal: Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**").
24. Exclusion of liability: Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including in negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any tax liability incurred by a winner or entrant; (e) taking and/or use of the prize; or (f) the Promotion.

25. Legal warning: As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
26. Privacy: By claiming this offer, claimants agree to our privacy policy available at <https://www.kingswim.com.au/privacy> and acknowledge that all information collected will be treated in accordance with our privacy policy.
27. Kingswim collects personal information in order to conduct the promotion and may, for the above purposes, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and as required, to regulatory authorities. Entry is conditional on providing this information. Personal information may be used for marketing purposes in the future. Entrants should direct any request to opt out, access, update or correct information to Kingswim.