

Terms and Conditions – Mother’s Day Competition

The Promotion

1. The “**Promoter**” is YMCA Aquatic Education Ltd (ABN 88 151 552 322) of 2 St Catherine’s Court, Mornington, telephone (03) 5975 0777.
2. These terms and conditions (**Terms**) govern the random prize draw 'Mother's Day' competition being run by the Promotor (**Promotion**).
3. Participation in the Promotion is deemed acceptance of these Terms.

Eligibility

4. Entry to the Promotion is open to parents/guardians who are the parent/guardian listed on the Promoter's file of a child currently enrolled and participating in group or private learn to swim lessons at any Kingswim centre in Australia and who are not otherwise ineligible or excluded under these Terms (**Eligible Persons**).
5. 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. 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.
6. Parents/guardians will not be eligible in respect of swimmers enrolled in Hydrotherapy, Lap Swimming, Aquacise, or Adult Learn to Swim lessons.

Entering the Promotion

7. The Promotion commences at 09.00am AEST on 06/05/2024 and ends at 5.00pm AEST on 13/05/2024 (**Promotional Period**).
8. Any Eligible Persons who post a 'comment' that includes a picture showcasing their favourite family time around water on the Kingswim “Mother’s day” competition Facebook post (posted to the following Facebook page: <https://www.facebook.com/kingswimaustralia/>) during the Promotional Period will be entered into the Promotion (**Entrant**).

Drawing the Prizes

9. The prize is one (1) \$100 Endota Spa Gift Voucher for each of the three (3) winners (each individually a **Prize**). See Endota Spa terms here: <https://endotaspa.com.au/the-freedom-gift-card.html>. The Prize, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken or redeemed as cash, unless otherwise specified. The winning Entrants cannot swap or choose their Prize.
10. **Draw date:** The draw will take place at Kingswim Head Office, 2 St Catherine’s Court, Mornington, Victoria, 3931 at 11.00am AEST on 14/05/2024 (**Draw Date**). The Promoter may draw additional reserve entries and record them in case an invalid entry or ineligible Entrant is drawn or a Prize is not claimed. There will be one (1) Prize awarded to each of the three winning Entrants that are drawn.

- 11. No Multiple entries:** Only one entry per Entrant is permitted. Multiple entries are strictly prohibited. Further entries by an Entrant will be deemed invalid. An Eligible Person may only enter the Promotion once per child. Where a child has more than one parent or guardian, only one parent or guardian may enter for that child. If a parent or guardian is a parent or guardian of more than one child, they can enter for each child that meets the criteria in clause 4.
- 12. Game of chance:** This Promotion is a game of chance, each winning Entrant will be selected randomly from the pool of valid Entrants and, subject otherwise to these Terms, skill plays no part in determining the winner. Each valid entry will not be individually judged.

Notification and claiming a Prize

- 13. Notification:** The winning Entrants will be notified by private message on Facebook or email within 24 hours of the Draw Date.
- 14. Claiming a Prize:** Once a winner has been notified that they have won, they will need to respond (via email or private message on Facebook) in order to claim the Prize. Once a winner has claimed a Prize it will be sent directly to them via email within five (5) business days.
- 15. Unclaimed Prize:** If for any reason, a winner does not arrange with the Promoter (or its agencies) for the receipt of their Prize (or any element of their Prize) within five (5) business days of the notification, then their Prize will be deemed to be unclaimed. If the Promoter drew additional reserve entries under clause 10, the first of the reserve entries will be awarded the Prize. If the Promoter did not draw additional reserve entries, a redraw for any unclaimed Prizes will take place on [21/05/24] at the same time and place as the original draw, subject to any legislative restrictions or directions from a relevant regulatory authority. The alternative winning Entrant(s) of the redraw will be notified by private message on Facebook or by email within five (5) business days of the redraw.

Publicity

- 16.** All winning Entrants consent to and must participate in, and co-operate with, as reasonably required by the Promoter all reasonable marketing and editorial activities for the purposes of promoting this Promotion (including any outcome) and promoting any products manufactured, distributed and/or supplied by the Promoter, including but without limitation to using their name, likeness, image and/or voice (including a photograph, film and/or recording) in any media for an unlimited period without remuneration.

Legal

- 17. Reservation of rights:** The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Entrant who the Promoter has reason to believe has breached any of these Terms, submitted an entry that is not in accordance with these Terms, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of this Promotion. If the Promoter is unable to determine, based on a proposed entrant's public Facebook profile, whether they are an Eligible Person, the Promoter reserves the right to exclude the proposed entrant from the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

- 18.** 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 2010 (Cth)* or similar consumer protection laws** in the States and Territories of Australia (“**Non-Excludable Guarantees**”).
- 19. 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, or in connection with, the Promotion, including (without limitation) due to: (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.

General

- 20. Costs:** Any costs associated with accessing any entry mechanisms for the Promotion is the Entrant's responsibility and is dependent on the Internet service provider used.
- 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.

Privacy

- 23.** The Promoter is committed to protecting your privacy when you engage with us. The Promoter supports and endorses the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) and will only collect, use, disclose, and store personal information in accordance with these principles.
- 24.** By entering this Promotion, Entrants agree to the Promoter’s privacy policy available at <https://www.kingswim.com.au/privacy> and acknowledge that all information collected will be treated in accordance with the Promoter’s privacy policy.
- 25.** The Promoter 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 the Promoter.