

Terms and Conditions – Father’s Day Dad Joke Competition

1. The “**Promoter**” is YMCA Aquatic Education Ltd (ABN 88 151 552 322) trading as Kingswim of 2 St Catherine’s Court, Mornington, telephone (03) 5975 0777.
2. Eligibility, simply enter your “Dad Joke” in the comments section on the Kingswim “Father’s Day” competition Facebook post by 4:00pm, Monday 02 September 2024, for your chance to win one of two \$150 vouchers.
3. Participation in this Promotion (**Promotion**) is deemed acceptance of these Terms.
4. **Eligibility:** Entry is open to all current Kingswim customers aged 18 years or over, that are not otherwise ineligible or excluded under these Terms (**Entrants**).
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. The Promotion commences at 4.00pm AEST on 23/08/2024 and ends at 4.00pm AEST on 02/09/2024 (**Promotional Period**).
7. To enter, the Entrant must submit their entry via comments on the Kingswim “Father’s Day” competition Facebook post by the closing date.
8. **Draw date:** The draw will take place at YMCA Victoria head office, 502/990 Whitehorse Road, Box Hill, Victoria, 3128 at 11am on 06/09/2024. The Promoter may draw additional reserve entries and record them in case an invalid entry or ineligible Entrant is drawn. There will be one (1) prize awarded to each of the two winning Entrants (**Prize**).
9. **Multiple entries:** Only one entry per Entrant is permitted. Multiple entries are strictly prohibited. Further entries by an Entrant will be deemed invalid.
10. **Game of chance:** This Promotion is a game of chance, and subject otherwise to these Terms, skill plays no part in determining the winner. Each valid entry will not be individually judged.
11. **Notification:** The winning Entrant will be notified by private message on Facebook and email directly after the draw.
12. **Prize:** The Prize is a \$150 Prezzy Gift Voucher for each of the two winners. See Prezzy terms here: <https://www.prezzy.com.au/doc/terms-of-sale/>. Winners will be drawn and notified on Friday September 6 2024. All winners will be notified by private message on Facebook by the Marketing department and prizes sent directly to the winners via email. 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.
13. **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) by 12/09/2024, then their Prize will be deemed to be unclaimed. A redraw for any unclaimed Prizes will take place on 13/09/2024 at the same time and place as the original draw, subject to any legislative restrictions or directions from a relevant regulatory authority. Alternative Entrant(s) drawn from the reserved entries will then be

awarded the unclaimed Prize(s). The alternative winning Entrant(s) of the redraw will be notified by private message on Facebook and shall be sent a confirmation email within two (2) business days of the redraw.

14. Publicity: 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.

15. 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. 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.

16. 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.

17. 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 2010 (Cth)* or similar consumer protection laws** in the States and Territories of Australia ("**Non-Excludable Guarantees**").

18. 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 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.

20. Privacy: Kingswim is committed to protecting your privacy when you engage with us. Kingswim supports and endorses the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (Privacy Act) and will only collect, use, disclose, and store personal information in accordance with these principles.

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.

21. 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.