

Terms and Conditions – Kingswim Nintendo Switch Draw

1. The Promotion

“We”, “Us”, “Our” and “Promoter” are YMCA Aquatic Education Ltd (ABN 88 151 552 322) of 2 St Catherine’s Court, Mornington, telephone (03) 5975 0777 (Kingswim).

These terms and conditions (Terms) govern the ‘Kingswim Nintendo Switch Draw’ promotion being run by the Promoter (Promotion) at all Kingswim swimming centres in Australia.

Participation in the Promotion is deemed acceptance of these Terms (including any subsequent variations to these Terms as provided in clause 5).

Subject to these Terms, all eligible persons will be entered into the draw to win a Nintendo Switch 2 + Mario Kart World Bundle.

The prize (Prize) pool consists of 3 Prizes, each valued at \$927. The winners will receive:

- Nintendo Switch 2 + Mario Kart World Bundle \$729
- Nintendo Switch 2 Joy-Con 2 Pair \$139 (additional controller)
- Nintendo Switch Sports Game \$59

The prize draw will take place on 02 September 2026, at YMCA Aquatic Education Ltd (ABN 88 151 552 322) of 2 St Catherine’s Court, Mornington. The winners will be notified by email and/or phone within 5 business days.

Where a Prize cannot be accepted by a winner or winners, or a selected entrant is found to be ineligible, a redraw will take place on 14 September at YMCA Aquatic Education Ltd (ABN 88 151 552 322) of 2 St Catherine’s Court, Mornington.

Game of chance: This Promotion is a game of chance. Each winner will be selected randomly from the pool of valid entries. Skill plays no part in determining the winner. Each valid entry will not be individually judged.

2. Eligibility

The Promotion is open to swimmers enrolled in swimming lessons at any Kingswim centre in Australia who, at the time of entry and at the time of the draw:

A current swimmer, or a parent/guardian of a current swimmer, who has collected all 15 variations of the aquatic creature cards and submitted a valid entry in accordance with these Terms; AND

Who remain a current swimmer at the time of the draw, are not in arrears on their Kingswim account; AND

Who are not otherwise ineligible or excluded under these Terms (Eligible Persons).

Employees and directors of the Promoter and their immediate family members, retailers, suppliers, associated companies and agencies associated with the Promoter are ineligible to win the Promotion (whether or not they meet the criteria outlined in clause 2. Eligibility is above.

For the purposes of this clause 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.

3. Terms of the Promotion

The Promotion commences at 8.00am AEST on 01 July 2026 and ends (closing date) at 11.59pm AEST on 31 August 2026 and is subject to the following Terms:

To be eligible to enter, swimmers must collect all 15 variations of the aquatic creature cards. Swimmers may swap repeat cards at reception, so they are able to complete the full set.

There are two ways to enter the Promotion, and families may submit an entry one or both ways. Entering both ways will result in 2 entries into the draw:

- a. By taking the folder containing the full set of 15 aquatic creature cards to the reception desk, scanning the QR code provided at reception, and completing the entry form; or
- b. By posting a photo of the complete set of 15 aquatic creature cards to Facebook, ensuring the post is set to public, and tagging [kingswimaustralia](#).

If a Facebook post is set to private and the Promoter is not notified of the post, it will not count as an entry.

The Promoter may contact a selected winner by direct message in Facebook to confirm the entrant’s full name, Kingswim email address, and any other details reasonably required for verification purposes.

If any selected entrant is found to be ineligible or does not satisfy these Terms, the Promoter may conduct a redraw to select a replacement winner.

The Prizes in the Promotion are non-refundable, non-transferrable and not redeemable for cash, swimming lessons or merchandise.

4. Multiple Entries

Each family may receive up to 2 entries into the draw for each swimmer who completes a full set of 15 aquatic creature cards, as follows:

- a. one entry via the Microsoft Forms entry form completed after presenting the full set at reception; and
- b. one entry via a valid public Facebook post tagging [kingswimaustralia](#) and showing the complete set.

No more than one entry per entry method is permitted for the same completed set of cards.

5. Legal

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/promotion-terms/>

The Promoter reserves the right, at any time, to verify the validity and eligibility of entries (including identity, phone number, email address and residential address) and to disqualify any entrant who submits an entry that is not in accordance with these Terms or who tampers with the entry process or engages in any unlawful or other improper misconduct calculated to jeopardise the 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.

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").

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 part of the Prize that is not redeemed, lost, altered, damaged or misdirected (whether or not after its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- d) any tax liability incurred by a participant or entrant;
- (e) taking and/or use of the Prize; or
- (f) the Promotion.

The Promoter will use the personal details that have been provided to the Promoter when the relevant person was enrolled for lessons at Kingswim, together with any information provided through the entry form or through verification of a social media entry. If a child's / parent's personal details (including email address) have changed since they enrolled the child in swimming lessons, it is the parent/guardian's 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 able to redeem the Prize.

6. General

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 subject to written direction from any relevant regulatory authority if required.

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.

As a condition of accepting the Prize, the Eligible Person must sign any legal documentation as and, in the form, required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.

7. Privacy

By participating in this Promotion, Eligible Persons agree to the Promoter's privacy policies available at:

<https://www.kingswim.com.au/privacy-statement/>

<https://victoria.ymca.org.au/privacy-policys>

and acknowledge that all information collected will be treated in accordance with the Promoter's privacy policies listed above.

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, social media monitoring providers, and as required, to regulatory authorities. Entry into the Promotion is conditional on providing this information. Entrants should use the system embedded within our electronic communications if they wish to opt out, access, update or correct information to the Promoter.