Terms and Conditions – Kingswim Festive Fun Competition 2026

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 consists of four (4) prize draws conducted throughout December 2026. Eligible entrants will automatically be entered into each applicable draw during the Promotional Period. Winners will be drawn at random from all eligible entries.

- Draw 1 (Tuesday 1 December): 5 x $50 Gift Cards
- Draw 2 (Tuesday 8 December): 5 x January Fast Track Holiday Program enrolments
- Draw 3 (Tuesday 15 December): 5 x 12 Weeks of Free Swimming Lessons
- Major Draw (Tuesday 15 December): 2 x $500 Gift Cards

  The dates of the Fast Track program are: 04-07 January (all centres except Langwarrin) & 18-21 January (all centres except Frankston).

5. Eligibility: Registered customers, including parents or guardians on behalf of their children, who meet the following criteria will be eligible to enter the Draw:

    a. All families who remain actively enrolled in swimming lessons throughout December will automatically be entered, meaning they/their child are currently enrolled and participating in group or private learn to swim lessons or classes at any Kingswim centre in Victoria, Australian Capital Territory or New South Wales;

    b. Fees must be up to date through the competition period.

    c. Winners must be enrolled in swimming lessons throughout December 2026 & January 2027 to be eligible for the Fast Track prize.

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. The Promotion commences at 7am on 18 November 2026 and closes at 11:59pm AEDT on 14 December 2026. (Promotional Period).

8. The Promoter will automatically submit entries on behalf of all eligible persons to the Draw. Entrants are not able to submit entries themselves.

9. Draw date: the Prize Draw will take place at Kingswim Head Office, 2 St Catherine's Court, Mornington, Victoria, 3931 at 12pm on 1 December, 8 December & 15 December 2026.

10. Notification: The winners will be notified by email within 48 hours after the relevant Prize Draw.

11. Prizes:

Draw	Prize	Quantity
1 Dec 2026	$50 Gift Card	5
8 Dec 2026	January Fast Track Enrolment	5
15 Dec 2026	12 Weeks Free Lessons	5
15 Dec 2026	$500 Gift Card	2

    The 12 Weeks Free Swimming Lessons prize consists of twelve consecutive weeks of Kingswim group swimming lessons. The prize:

- cannot be redeemed for cash;
- cannot be transferred to another family;
- must be commenced within a timeframe determined by Kingswim;
- excludes make-up lessons and ancillary charges.

    The Fast Track prize covers one enrolment in a Kingswim January 2027 Fast Track Holiday Program, subject to availability at the winner's preferred centre.

    Gift cards are subject to the issuing retailer's terms and conditions. Kingswim accepts no responsibility for lost, stolen or expired gift cards.

    Total prize pool value approximately $3,250. The prizes are not transferable, exchangeable, or redeemable for cash.

12. Claiming the prize: The winner will be notified that they have won the Draw. The Fast Track & 12 weeks free lessons Prizes will be applied as a credit to the family account and used in the next billing period.

    If a prize is unclaimed, forfeited, declined, or a winner is found to be ineligible, the Promoter reserves the right to conduct a redraw and award the prize to another eligible entrant.

13. These terms and conditions may be amended by us at any time.

14. 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

15. 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.

16. Tax: The Promoter accepts no 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.

17. 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.

18. 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.

19. 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**").

20. 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.

21. 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.

22. 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.

23. Intellectual Property: Entrants agree that Kingswim owns all right, title and interest in any intellectual property rights in the Promotion and agree to do all acts and execute all documents which may be necessary to protect the ownership of such rights by Kingswim.