

Terms and Conditions – Stay on Track & Win

The Promotion

1. “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**).
2. These terms and conditions (**Terms**) govern the ‘Stay on Track & Win’ promotion being run by the Promoter (**Promotion**).
3. Participation in the Promotion is deemed acceptance of these Terms (including any subsequent variations to these Terms as provided in clause 13).
4. Subject to these Terms, all eligible persons will be entered into the monthly prize draw to win one of 20 prizes. Each month from May – September, the Draw consist of 4 prizes: 3 prizes of \$200 gift cards for either the National Zoo & Aquarium, Zoos Victoria (valued at \$200) **or** a Taronga Conservation Society Australia family pass voucher (valued up to \$200). Winners for the Taronga Conservation Society Australia family pass vouchers will need to provide the number of children and adults for Kingswim to book voucher. Prizes to be awarded based on the winners State of Residence.
1 prize of a free enrolment into the Kingswim Fast Track school holiday program (valued at \$70), which runs during the Spring school holidays at all participating centres (**Offer**). The dates of the program are:
Victorian centres: 29 September to 02 October 2025. Australian Capital Territory and New South Wales centres: 07 October to 10 October 2025.
5. The prize draws will take place monthly on the following dates: 12 May 2025, 16 June 2025, 14 July 2025, 11 August 2025, 15 September 2025 at YMCA Aquatic Education Ltd (ABN 88 151 552 322) of 2 St Catherine’s Court, Mornington.
6. 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.
7. The Fast Track prize is available to be redeemed at all Kingswim centres, except Derrimut (**Participating Centres**), unless otherwise advised.

Eligibility

8. The Promotion is automatically open to parents/guardians of a currently enrolled swimmer:
 - 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 12 May Prize Draw, the child must be currently enrolled and have attended at least three (3) group or private swim lessons during April at any Kingswim centre in Australia;
 - c. For the 16 June Prize Draw, the child must have stayed enrolled and have attended at least three (3) group or private swim lessons during May at any Kingswim centre in Australia;

- d. For the 14 July Prize Draw, the child must have stayed enrolled and have attended at least three (3) group or private swim lessons during June at any Kingswim centre in Australia;
 - e. For the 11 August Prize Draw, the child must have stayed enrolled and have attended at least three (3) group or private swim lessons during July at any Kingswim centre in Australia;
 - f. For the 15 September Prize Draw, the child must have stayed enrolled and attended at least three (3) group or private swim lessons during August at any Kingswim centre in Australia;
 - g. Have not accepted a re-enrolment offer from Kingswim between 25 March and 30 June 2025;
 - h. Who are not otherwise ineligible or excluded under these Terms (**Eligible Persons**).
9. Employees and directors of the Promoter and their immediate family members, retailers, suppliers, associated companies and agencies associated with the Promoter are ineligible to redeem the Offer (whether or not they meet the criteria outlined in clause 7 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.

10. Terms of the Promotion

The Promotion is subject to the following Terms:

- a. Each prize draw consists of 3 prizes of \$200 gift cards for either the National Zoo & Aquarium, Zoos Victoria (valued at \$200) **or** a Taronga Conservation Society Australia family pass voucher (valued up to \$200). Prizes to be awarded based on the winners State of Residence. And 1 prize of a free enrollment into the Kingswim Fast Track school holiday program (valued at \$70), which runs during the Spring school holidays at all participating centres (**Offer**).
- b. Winners for the Taronga Conservation Society Australia family pass vouchers will need to provide the number of children & adults for Kingswim to book the family pass voucher.
- c. the Offer is non-refundable, non-transferrable and not redeemable for cash or credit;
- d. the Promotion is not valid in conjunction with other offers, unless approved in writing by the Promoter;

Promotion subject to availability

- 11. Access to the Offer is subject to capacity limits and availability.

Multiple Entries

12. Only one entry per Eligible Child is permitted and any further entries by either the same or different Eligible Persons in respect of the same Eligible Child will be deemed invalid. Where a parent/guardian has more than one Eligible Child and is an Eligible Person with respect to each Eligible Child, that Parent/Guardian is entitled to receive the Offer in respect of each Eligible Child.

Legal

13. 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/>
14. The Promoter reserves the right, at any time, to verify the validity and eligibility of enrolments and enquires (including a child's identity, age and place of residence) and to disqualify any entrant who submits an enrolment 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.
15. 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**").
16. 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 Offer that is not redeemed, 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 participant or entrant; (e) taking and/or use of the Offer; or (f) the Promotion.
17. The Promoter will use the personal details that have been provided to the Promoter when the relevant child was enrolled for lessons at Kingswim. If a child's / parents'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 Offer.

General

18. 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 Offer 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.
19. 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
20. As a condition of accepting the Offer, the Eligible Person must sign any legal documentation as and, in the form, required by the Promoter and/or offer in their absolute discretion, including but not limited to a legal release and indemnity form.

Privacy

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

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

22. 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, 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 Promotor.