

Terms and Conditions – Swim Safer, Win Big.

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 ‘**Swim Safer, Win Big**’ promotion being run by the Promoter (**Promotion**) at all Kingswim swimming centres in Australia, with centres in Victoria, New South Wales and Australian Capital Territory.
3. Participation in the Promotion is deemed acceptance of these Terms (including any subsequent variations to these Terms as provided in clause 7).
4. Subject to these Terms, all eligible persons will be entered into the draw to win a year of free swimming lessons.
5. The prize (**Prize**) pool consists of:
 - a. 8 Prizes of one free group-swimming lesson per week for 12 months (43-47 lessons).
 - b. The prize is valued between \$26.30 and \$27.50 per week, or approximately \$1211.70 in total.
 - c. The total prize pool is valued at approximately \$9693.60.
6. The prize draw will take place on **13 November 2025** 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.
7. Where a Prize cannot be accepted by a winner or winners, a redraw will take place on 26 November at YMCA Aquatic Education Ltd (ABN 88 151 552 322) of 2 St Catherine’s Court, Mornington
8. 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.

1. Eligibility

The Promotion is open to swimmers who are enrolled in private or group swimming lessons, at any Kingswim centre in Australia, on the date the Promotion is drawn, and meet the definition of:

- a. A new customer (New Swimmer) who enrolled in lessons at Kingswim between 01 September and 31 October, maintains a current enrolment at the time of the draw, and has paid all fees due, provided they have not transferred from another centre or been previously enrolled at any Kingswim centre, OR;
- b. A current swimmer aged 18 years or older, or a parent/guardian of a current swimmer, who referred a New Swimmer (as defined in 1a) into group or private swimming lessons at Kingswim during the Promotion period (**Referrer**); AND
- c. Who are not otherwise ineligible or excluded under these Terms (**Eligible Persons**).

2. **Exclusions:** Baby Play, Hydrotherapy, Member Swim, and Aquacise are excluded from the Promotion.

3. Terms of the Promotion

The Promotion commences at 6am AEST on 01 September 2025 and ends (closing date) at 11.59pm AEDT on 31 October 2025 and is subject to the following Terms:

- a. Each Prize consists of one group-swimming lesson per week where Kingswim is open between 01 November 2025 to 31 October 2026. Kingswim closes for 1 week each school break in terms 1 to 3, approximately 3 weeks in the Summer break and on public holidays. That equates to between 43 and 47 free swimming lessons, depending on the day of the winners swimming lessons.
- b. The Prize is strictly for the period of 01 November 2025 to 31 October 2026 and cannot be taken at another time.
- c. The value of the Prize will be credited to the family account. If a winner of the Promotion is currently enrolled in private swimming lessons, they may elect to apply the value of the Prize as credit against their private lessons.
- d. The Prizes in the Promotion are non-refundable, non-transferrable and not redeemable for cash or merchandise;
- e. The Promotion is not valid in conjunction with other offers, unless approved in writing by the Promoter;
- f. [Suspension of lessons](#) is not available to winners of the Promotion, except in exceptional cases (such as extended medical condition with doctors' certificate) and as agreed by Kingswim in writing. However, winners may request make-up tokens for missed swimming lessons as per Kingswim standard terms and conditions for [Make-Up Lessons](#);
- g. It is the responsibility of the New Swimmer to provide the details of a Referrer, if applicable, when booking their free introductory lesson. Kingswim will endeavour to correct incomplete or incorrect Referrer details with the New Swimmer, but cannot be held liable for missing information that invalidates the eligibility of the Referrer. Simply, if Kingswim cannot identify the Referrer as a current customer in our records, we cannot enter them into the Promotion.

Multiple Entries

4. Referrer Entries: If you are a current swimmer (18 years or older), or a parent/guardian of a current swimmer, you will receive one entry into the draw for each New Swimmer you refer who enrolls in eligible swimming lessons during the Promotion period. There is no limit to the number of entries you can earn as a referrer and every successful new enrolment counts as a separate entry.

5. New Swimmer Entries: Each new customer who meets the eligibility criteria may enter the draw once. If you are a parent/guardian enrolling more than one child or person in your immediate family, you will receive one entry for each person enrolled.
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 win the Promotion (whether or not they meet the criteria outlined in clause 1. Eligibility 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.

Legal

7. 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/>
8. The Promoter reserves the right, at any time, to verify the validity and eligibility of enrolments and enquires (including 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.
9. 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**”).
10. 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.
11. The Promoter will use the personal details that have been provided to the Promoter when the relevant person 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

12. 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.

13. 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
14. 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

15. 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.

16. 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.