

Terms and Conditions – Win a Year of Swimming Lessons

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 includes four (4) random prize Prize Draws (**Prize Draw**). The prize draw consists of: 1st prize of a year of free swimming lessons for one child or adult in 1 group lesson per week for 47 weeks (all weeks Kingswim is open in a calendar year) up to a value of \$1303.10; and 3 prizes of six months of swimming lessons for one child or adult in 1 group lesson per week for 24 weeks, up to a value of \$675.20.
5. Eligibility: Adults aged 18 plus, including parents or guardians on behalf of their children, who meet the following criteria will be eligible to enter the Prize Draw:
 - a. By completing the entry form in full, including accepting the terms and conditions and permission to email.
 - b. If a current customer, the account must be up to date and fees paid in full.
6. Ineligibility:
 - a) 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.
 - b) People under the age of 18 are ineligible enter directly, however a parent, guardian or close family member may enter the competition on their behalf.
7. The Promotion commences at 11am AEDT on Sunday 01 December 2024 and ends (closing date) at 5pm Sunday 01 December 2024 (Promotional Period).
8. Entry Submission: Participation in the competition is exclusively available through an official entry form, which can only be submitted at the Kingswim family event held on 01 December at Queensbridge Square, Southbank. The competition will be advertised solely at this event.
9. Eligibility and Limitations: Each participant is permitted to submit only one entry. Multiple entries from the same individual will be disqualified to ensure fairness and adherence to the competition rules.
10. Event-Specific Entry: Entries are valid only if submitted using the designated entry form on 01 December. Participants must ensure that all information provided on the entry form is accurate and complete.

11. General Terms: By submitting an entry, participants agree to comply with all competition terms and conditions as announced at the event. The organiser's decisions regarding all aspects of the competition are final and binding.
12. Draw date: the Prize Draw will take place at Kingswim Head Office, 2 St Catherine's Court, Mornington, Victoria, 3931 at 12pm on Wednesday 04 December 2024.
13. Winner Selection Process: The winners of the Prize Draw will be selected through a random selection process. All eligible entries will be compiled, and a random drawing will be conducted to determine the winners.
14. Notification of Winners: Winners will be notified via the contact information provided at the time of entry within 7 business days following the draw. Notifications will be sent via email or phone and winners will be required to confirm receipt of this notification.
15. Conditions for Claiming Prizes: To claim their prize, winners must respond to the notification and provide any necessary information within 7 days of being notified. Failure to respond within this period may result in forfeiture of the prize.
16. Unclaimed Prizes: If a winner cannot be contacted or fails to claim their prize within the specified timeframe, the prize will be forfeited. In such cases, the promoter reserves the right to conduct a further random drawing to select an alternative winner. The process for contacting and awarding the prize to any alternate winner shall be the same as outlined above.
17. General Terms: All participants agree to the terms and conditions of the Prize Draw by entering. The promoter's decision is final in all matters relating to the Prize Draw, and no correspondence will be entered into.
18. Prize Draw: There are 4 prizes in total. One prize of: a year of free lessons for one child or adult. The prize value is based on one group lesson per week for 47 weeks and is valued up to \$1303.10, including a once off enrolment fee, in total. Three prizes of 6 months of free lessons for one child or adult. The prize value is based on one group lesson per week for 24 weeks and is valued up to \$675.20, including a once off enrolment fee, in total. The prizes can be used at any of Kingswim's 18 swimming centres across Victoria, Australian Capital Territory and New South Wales. The prizes are not transferable, exchangeable, or redeemable for cash.
19. Claiming the prize: The winner will be notified that they have won the Prize Draw. Where the winner is not an existing customer of Kingswim, they are required to provide sufficient personal details to enrol the family in the appropriate swimming lessons at their selected Kingswim centre, and the prize will be applied as a credit to the family account. For existing Kingswim customers, the prize will be applied as a credit to the family account. If for any reason the winner is not able to accept the prize, a replacement winner will be drawn at random and contacted within 48 hours.
20. These terms and conditions may be amended by us at any time.
21. 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.

22. 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.
23. 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.
24. 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.
25. 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.
26. 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**").
27. 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.
28. 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.
29. 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.
30. 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.