

### “YMCA Swim School Future Champions Block 4 Giveaway”

1. These terms and conditions of entry, including information on how to participate and Major Prize details (**Promotion Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Promotion Terms.
2. The promoter is the Young Men’s Christian Association of Sydney (ABN 28 067 150 010, CFN/21379) of 20 Smith Street, Parramatta, New South Wales 2150 (**Promoter**).

The centres participating in the Promotion are:

| Centre                                 |
|--|
| Broken Hill Regional Aquatic           |
| Canberra Olympic Pool                  |
| Gungahlin Leisure Centre               |
| Ku-ring-gai Fitness and Aquatic Centre |
| Lakeside Leisure Centre                |
| Manning Aquatic Leisure Centre         |
| Singleton Gym and Swim                 |
| YMCA Hawkesbury Oasis                  |
| YMCA Mariners                          |
| Great Lakes Aquatic & Leisure Centre   |
| Mount Annan Leisure Centre             |
| UNSW Fitness and Aquatic Centre        |
| Bellingen Swim Centre                  |
| Camden War Memorial Pool               |
| Dorrigo Swim Centre                    |
| Wingham Memorial Pool                  |

3. The Promotion will be open from 6:00am AEST on 1 September 2018 until 11:59pm AEST on 15 October 2018 (**Promotional Period**).
4. This promotion is approved under: NSW Permit No. Licence Number: LTPS/18/27383

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**ELIGIBILITY TO ENTER**

5. Entry in the Promotion is only open to Australian residents who are natural persons:

- (a) aged 18 years and over, and a parent/guardian or caregiver of a child/children with the intent for enrolment into a YMCA recreation program

excluding:

- (b) management, employees, directors and contractors of the Promoter, its related bodies corporate and other agencies, firms or companies associated with the Promotion (including the supplier of any Prize) **(Excluded Person)**;
- (c) a spouse, de-facto spouse, parent, guardian, child or sibling of any Excluded Person;
- (d) persons who have won a Prize or Prizes valued either individually or collectively at more than \$5,000 (including GST) in any Promotion run by or on behalf of the Promoter, within the 12 months prior to the commencement of the Promotion Period;
- (e) persons who have used or attempted to use any more than one name or identity, or a false name or identity, in order to avoid:
  - (i) any limitation on the number of entries that person would be entitled to make in; or
  - (ii) any restriction on that person's entitlement or eligibility to enter, or to qualify, to win; or
  - (iii) any other term or condition of, a promotion run by or on behalf of the Promoter (except in the case of a legal change of name); and
- (f) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter.

**(Eligible Entrants).**

6. The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

**HOW TO ENTER**

7. To enter and be eligible to win, Eligible Entrants must, during the Promotion Period:

- (a) Enrol their child into any YMCA Swim School, gymnastics or learn to play sports program at any participating YMCA NSW managed centre.

8. **ENTRIES MUST BE RECEIVED BY 23:59PM (AEST) ON 15 OCTOBER 2018 IN ORDER TO QUALIFY.**

9. **A LIMIT OF 1 ENTRY PER CHILD FOR EACH ELIGIBLE ENTRANT APPLIES. ENTRANTS MAY ONLY ENTER THE PROMOTION IN THEIR OWN NAME.**

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10. An entry submitted in accordance with clauses 7 to 10 is an **Eligible Entry**.

#### VERIFICATION

11. The Promoter reserves the right, at any time, to verify the validity of entries (whether or not an Eligible Entry) and entrants (including an entrant's identity, age and place of residence) (whether or not an Eligible Entrant) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any time does not constitute a waiver of those rights.
12. In order to claim a prize, the Major Prize winner may be required to sign a declaration confirming their identity and compliance with these Promotion Terms.

#### THE MAJOR PRIZE

13. Each YMCANSW managed centre participating in the promotion will offer 1 of the major prizes stated below worth \$222 with a total prize pool value of \$3,522 exc. GST:
- (a) 12-week block of swimming lessons
14. The major prize offered will be dependant on the program into which the entrant's child is enrolled as a participant.
15. To redeem the Major Prize, the winner must enrol into a YMCA NSW recreation program during the promotional period and must take up the prize in either NSW/ACT School Term 4 2018 at the earliest and no later than School Term 1 2019.
16. The Major Prize is not transferable, exchangeable or redeemable for cash.

#### THE DRAW AND CLAIMING THE MAJOR PRIZE

17. The random prize draw will take place at 3:00PM AEST on 18 October 2018 at Young Men's Christian Association of Sydney, Level 5, 20 Smith Street, Parramatta NSW 2150 by the Marketing Manager, YMCA NSW, or such other person authorised by the Promoter, from all Eligible Entries received during the Promotion Period (**Draw**).
18. The first Eligible Entrant with a valid Eligible Entry drawn in the Draw will win the Major Prize.
19. The Draw winner will be:
- (a) notified by telephone and e-mail;
- (b) published on the website <http://www.ymcansw.org.au> and the YMCA NSW Facebook page.
20. If the Major Prize remains unclaimed by 31 October 2018, a random re-draw will be conducted on that date at 10:00am (AEST) at Young Men's Christian Association of Sydney, Level 5, 20 Smith Street, Parramatta NSW 2150 by the Marketing Manager, YMCA NSW, or such other person authorised by the Promoter, from all remaining Eligible Entries received in the Promotion (**Re-Draw**).
21. The Re-Draw winner, if any, will be:

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- (a) notified by telephone and e-mail;
  - (b) published on the website <http://www.ymcansw.org.au> and the Facebook page of the YMCA NSW.
22. To claim the Major Prize, the winner must:
- (a) notify the Promoter of the within 14 days of being notified in accordance with clause 19(a) or 21(a) of these Promotion Terms, or such other Family Camp or date agreed to by the Promoter under clause 15 of these Promotion Terms; and
  - (b) provide such proof of identity and/or the validity of the winning Eligible Entry, and sign such consents, releases or other terms and conditions applicable to YMCA Centres , as the Promoter reasonably requires.
23. Winner can choose from NSW/ACT schools Term 4 of 2018 at the earliest and no later than Term 1 2019
24. If more than one person attempts to claim the Major Prize, the Promoter has sole and absolute discretion to determine which of those persons is the winning entrant.

**GENERAL**

25. The Promoter accepts no responsibility for any variation in the value of the Major Prize.
26. If the Promoter or its suppliers are unable to provide the winner with the nominated Major Prize, the Promoter reserves the right to supply an alternative Major Prize of similar monetary value to the nominated Major Prize, subject to any directions given by the New South Wales Office of Liquor, Gaming and Racing.
27. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available, or that the Participating Centre will be open, at all times during the Promotion Period.
28. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any lawful action that may be available to it, including (without limitation) cancelling, terminating, modifying or suspending the Promotion.
29. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism or Draw in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to enter or to win.
30. Incomplete, illegible, indecipherable or incorrect entries may be excluded by the Promoter, in its absolute discretion, from eligibility to win.
31. The Promoter may, in its absolute discretion, disqualify entries in the event of non-compliance with these Promotion Terms.
32. **By participating in the Promotion, and as a condition of claiming the Major Prize, you agree to indemnify, defend and hold harmless the Promoter and its officers, directors,**

employees and agents from and against all losses, expenses, damages and costs, including reasonable solicitor's fees, resulting from any violation of these terms and conditions, or out of your acceptance and use of the Major Prize.

33. The:

- (a) Promoter, the Promoter's related entities, the Participating Centres, and all agencies associated with the Promotion; and
- (b) the employees, agents, directors and contractors, of all entities referred to in clause 33(a),

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of, or participation in, the Major Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

34. By entering the Promotion, you agree and acknowledge, to the fullest extent permitted by law:

- (a) that the Promoter (or an agent of the Promoter) and/or, with the Promoter's consent (including consent subject to any conditions), the Participating Centre (or an agent of the Participating Centre), may:
  - (i) obtain comments from you about the Promotion and take photos or recordings of you (and contacting you for those purposes);
  - (ii) use any of the comments, photos or recordings obtained from you, your name, and/or likeness (the **Materials**) for the Promoter's and/or, with the Promoter's consent (including consent subject to any conditions), the Participating Centre's, future promotional and marketing purposes without further reference or compensation;
  - (iii) may duplicate, alter, adapt and utilise the Materials in any manner at anytime, anywhere, and by any means (including communicating them to the public in any media, including media not yet in existence); and
  - (iv) may license, authorise or otherwise transfer the rights in the Materials to others to do the things outlined in clause 34(a)(iii) of these Promotion Terms;
- (b) on creation of the Materials, you:
  - (i) grant to the Promoter a royalty free, perpetual, non-exclusive and irrevocable licence to use the Materials for whatever purpose the Promoter determines; and
  - (ii) where the Promoter consents, you grant to the Participating Centre, a royalty free, perpetual, non-exclusive and irrevocable licence to use the Materials for whatever purpose the Promoter consents to;
- (c) you unconditionally and irrevocably:
  - (i) consent to any act or omission that would otherwise infringe any of your moral rights in the Materials (as defined in Part IX of the Copyright Act 1968

(Cth) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given **(Moral Rights)**; and

- (ii) waive all Moral Rights in the Materials that arise outside Australia; and
  - (d) you agree not to institute, maintain or support any claim or proceeding for infringement of your Moral Rights in the Materials.
35. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of the Major Prize.
36. Eligible Entrants agree and acknowledge that all entries and any intellectual property rights subsisting in their entries become and remain the property of the Promoter.
37. Each entrant acknowledges and agrees that it is a condition of participation in the Promotion that the entrant be capable of agreeing to these Promotion Terms and giving the consents contained herein.

## PRIVACY

38. The Promoter collects (and the Participating centres collect on the Promoter's behalf) personal information about entrants to include entrants in the Promotion, to process entries, and where appropriate award the Major Prize. If the personal information requested is not provided, you cannot participate in the Promotion. **By participating in the Promotion, you consent to the collection and use of your personal information by the Promoter and/or the Participating Centre or the Promoter's related entities, agencies and other third parties engaged to provide services in connection with the Promotion (including suppliers of Major Prizes) for use for the following purposes:**
- (a) processing entries;
  - (b) contacting the entrant or winner in relation to the Promotion;
  - (c) delivering the Major Prize;
  - (d) improving the Promoter's, the Promoter's related entities' or the Participating Centre's goods and services; and
  - (e) the purposes set out in the Promoter's privacy policy (available at <http://www.ymcansw.org.au/privacy-policy> or by writing to the Promoter at the address set out in clause 2 of these Promotion Terms) **(Privacy Policy)**.

You may withdraw your consent under this clause at any time by giving notice in writing to the Promoter at Level 5, 20 Smith Street, Parramatta NSW 2150. You can gain access to, update or correct any of your personal information held by the Promoter by contacting the Promoter at Level 5, 20 Smith Street, Parramatta NSW 2150. You can also gain access to, update or correct any of your personal information held by the Participating Centre by contacting the Participating Centre at Level 5, 20 Smith Street, Parramatta NSW 2150. All personal information will be stored at the office of the Promoter and/or the Participating Centre, as the case may be.