

## PORT MACQUARIE WAR MEMORIAL OLYMPIC SWIMMING POOL

### SWIM TO WIN

#### TERMS AND CONDITIONS

MONDAY 05 MAY – SUNDAY 22 JUNE 2025

##### Definitions and Interpretation

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“Promotion terms” means the terms and conditions outlined in this document.

“Promoter” refers to Young Men’s Christian Association of Sydney trading as YMCA NSW (the Y) (ARBN 067 150 010) of 25 Argyle Street, Parramatta, New South Wales 2150.

“We” and “us” refer to YMCA NSW and “our” has a similar meaning.

“Promotion Period” is the period that promotion is running for and specified in this.

“Major Prize” or “Minor Prize” means the total prize as defined under the Total Prize Pool.

“Participating Centre” means the centres participate in this promotion.

“Eligible Entrant” means an individual who meets the eligibility requirements defined in this document.

“Excluded Person” those individuals who are not eligible to participate in this Promotion as defined in this document. “Draw” means a random selection of Participants to win the prize within the period defined in this document.

“Re-Draw” means a random selection of Participants to win the unclaimed prize.

“Moral Rights” as defined in Part IX of the Copyright Act 1968 (Cth) means:

a) a right of attribution of authorship; or

b) a right not to have authorship falsely attributed; or

c) a right of integrity of authorship.

“Materials” any of the comments, photos or recordings obtained from you, your name, and/or likeness.

##### AQUATICS GIVEAWAY

1. The terms and conditions outlined below (Promotion Terms), include information on how to enter, participate and win the Major Prize.
2. By entering and participating in this promotion the Participant accepts the Promotion Terms and Conditions.
3. The Promotion will be open from 6:00am AEST on Monday 05 May until 9:59pm AEST on Sunday 22 June 2025 (Promotion Period).
4. No permit number is required as the total prize pool does not exceed \$10,000 AUD.

## ELIGIBILITY TO ENTER

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

(a) aged 18 years and over; or

(b) a person under the age of 18 years with consent from responsible parent or guardian excluding:

(c) 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);

(d) a spouse, de facto spouse, parent, guardian, child, or sibling of any Excluded Person.

(e) 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.

(f) 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 terms and conditions of a promotion run by or on behalf of the Promoter (except in the case of a legal change of name).

(g) 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) For the Minor Prize and Major Prize draw:

(i) Participate in any Children's Y NSW Learn to Swim class at a Participating Centre (during the Promotion Period), where they will be awarded a participation slip. Squads and Adult lessons will not be included in this promotion.

(ii) Complete all fields of the participation slip (with parent/guardian approval when required) and parent is to place card into the entry barrel at the Participating Centre.

8. Entries must be received by 9:59pm AEST on 22 June 2025 in order to qualify.

9. A limit of 1 entry per class, per Eligible Entrant applies. Entrants may only enter the Promotion in their own name.

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 Promotion Terms 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 the Promotion Terms. Must be actively enrolled in the Learn to Swim program to be eligible to win.

## TOTAL PRIZE POOL

13. The total prize pool is valued at \$1,789 and are as stated below:
  - (a) MAJOR PRIZE: Total major prize pool value \$769 (1 x Nintendo Switch 2 Console + Mario Kart World Bundle)
  - (b) MINOR PRIZES: Total minor prize pool value \$1,193. Swim Aquatic Prize Packs Valued at \$157 per pack across 3x draws, 2x Hooded Towels valued at \$88, 2x Hooded Towels valued at \$82, 3 x Kids eGift Cards - \$100 per eGift card.
14. To redeem the Major Prize, the winner must take up the prize at the Participating Centre at which it was won.
15. To redeem the minor prizes, the winner must take up the prize at the Participating Centre at which it was won.
16. The prizes are not transferable, exchangeable, or redeemable for cash.
17. No individual prize exceeds \$1,000 and total value of prizes does not exceed \$10,000.

## THE DRAW/S AND CLAIMING THE PRIZE/S

18. Each Participating Centre will conduct three random Minor Prize draws, at 10am on 2 June 2025, 9 June 2025, and 16 June 2025, conducted by the Centre Manager, or such other person authorised by the Promoter, from all Eligible Entries received during the Promotion Period (Draw).
  - a) There will be 11 minor prize draw winners in total:
    - i) The random minor prize draw on 2 June 2025 will consist of five winners. Three minor prize winners will receive 1 x Hooded Towel (\$82 RRP value) and two minor prize winners will receive 1 x Hooded Towel (\$88 RRP value).
    - ii) The random minor prize draw on 9 June 2025 will consist of three winners. Each of the three minor prize winners will receive 1 x Kids eGift Card (\$100 value).
    - iii) The random minor prize draw on 16 June 2025 will consist of three winners. Each of the three minor prize winners will receive 1 x aquatic pack (\$157 RRP value).
19. The Major Prize draw will be conducted at 10am on 23 June 2025 from all Eligible Entries by each participating centre and will consist of one winner. The winner will receive 1 x Nintendo Switch 2 Console and Mario Kart World Bundle (valued at \$769).
20. The Draw winner will be:
  - a) Notified by telephone and;
  - b) Published on the Participating Centre website and the Facebook page.
21. If the Major Prize remains unclaimed by 15 July 2025, a random re-draw will be conducted on that date at 10:00am AEST at the participating centre conducted by the centre manager or such other person authorised by the Promoter, from all remaining Eligible Entries received in the Promotion (Re Draw).
22. The Re-Draw winner, if any, will be:
  - a) Notified by telephone;
  - b) Published on the Participating Centre website and the Facebook page.
23. To claim the Major Prize, the winner must:
  - a) Notify the Promoter of the winner's choice of class at Participating Centre within 14 days of being notified as a winner in accordance with clause 18(a) or 20(a) 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.
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 TERMS

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 license 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 license to use the Materials for whatever purpose the Promoter consents to.
  - (c) You are 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.

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

37. 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 25 Argyle Street, Parramatta NSW 2150. You can gain access to, update or correct any of your personal information held by the Promoter or Participating Centre by contacting the Promoter at 25 Argyle 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.

