

"Swimart \$5K Melbourne Experience 2024 Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Swimart \$5K Melbourne Experience 2024 Promotion
Promoter:	The promoter of this Competition is Waterco Limited ABN 62 002 070 733, 36 South St, Rydalmere NSW 2116.
Promotional Period:	Start Date: 14/10/2024 9am am AEST End Date: 31/12/2024 11:59 pm AEDT
Eligible Entrants:	Entry is open to Australian residents of Victoria, Queensland, New South Wales and Australian Capital Territory, aged 18 years and over and who fulfil all the entry requirements set out herein. All Swimart Franchise and Head Office staff, including all retail staff of the Promoter and their immediate families, all of the Promoter's staff, printers, suppliers, providers and agencies associated with this Promotion are ineligible to enter.
How to Enter:	<p>During the Promotion Period, an Eligible Entrant must:</p> <ul style="list-style-type: none"> (a) Make any BWT F1 RX or R Robotic Cleaner purchase at participating a Swimart within Australia and are; (b) Automatically entered into the draw. (c) Provide their contact details including name, email, phone number and address at the point of sale. <p>The winning method for each prize is a "Electronic Prize Draw" All prizes available to be won are listed below.</p>
Entries permitted:	<p>Multiple entries permitted subject to the following:</p> <ul style="list-style-type: none"> a) Accompanied by a Swimart purchase of the BWT F1 RX or R Robotic Cleaner b) Each entry must be completed separately and in accordance with the entry instructions above.
Total Prize Pool:	AUD \$5,000
<p>PRIZE DRAW</p> <p>Upon making eligible purchase and submitting their contact details at point of sale in participating Swimart stores, Entrants will automatically be entered and receive one (1) entry into the Prize Draw.</p> <p>The Prize Draw will take place at 12:00pm (AEDT) on Tuesday 7th January 2025 at J&C Advertising, Suite 5.02, 77 Dunning Ave, Rosebery NSW 2018. One (1) Eligible Entrant will be drawn to win a \$5K Melbourne Experience. The prize includes:</p> <ul style="list-style-type: none"> • Two (2) nights accommodation for two people twin share at Hotel Chadstone, Melbourne including breakfast on the dates of Friday 14th March and Saturday 15th March 2025. • AUD \$1,500.00 Cash Spending Money. • Return economy airfares for two (2) people from the winner's nearest Australian capital city, transfers to and from the hotel. <p>I. The Prize must be taken in its entirety. If the Prize cannot be taken beforehand, it will be forfeited without any compensation to the winner.</p> <p>II. Prize is subject to availability at time of booking. The booking of travel arrangements will be based on availability of airfares and accommodation at time of booking.</p>	

	<p>III. Winner must depart and return to/from Adelaide, Brisbane, Melbourne, Perth or Sydney. All passengers must depart from and return to the same city. The winner will be responsible for any costs associated with reaching the city of departure as well as any additional costs not included in the prize inclusions.</p> <p>IV. Winner to provide minimum of 21 days notice of intent to travel (from intended departure date). Passenger names, current identification i.e. Driver's License will be required.</p> <p>V. Travel insurance is not included in the prize and remains the responsibility of the winner.</p> <p>VI. The Prize Winner must take the Prize as offered. The Prize is not transferable, redeemable, refundable, and cannot be sold or exchanged for cash. The Prize cannot be used in conjunction with any other offer.</p> <p>VII. The Prize and booking of the Prize are subject to the standard booking terms and conditions of the Promoter, airline and accommodation provider</p>
<p>Winner notification:</p>	<p>The winners will be notified of their prizes via phone and email. The winners of the prizes will be published on Swimart's promotional landing page by the 10th January 2025.</p>
<p>Unclaimed Prizes:</p>	<p>Prizes must be claimed by 13/01/25 at 5.00pm pm AEDT. In the event of an unclaimed prize, it will be included in the Unclaimed Prize Draw for all Eligible Entrants that have completed an entry during the Promotional Period, to be drawn on 07/02/25 at 12:00 pm AEDT at J&C Advertising Pty Ltd, Suite 5.02, 77 Dunning Ave, Rosebery NSW 2018. Only one (1) prize per entry can be awarded in the Unclaimed Prize Draw (highest value prize only). The winner/s of the draw will be notified by email within one (1) day of the draw. The winners of any Unclaimed Prize Draw prize will have five (5) days to claim the prize from the draw date.</p>

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule).
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will only be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means 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.
5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. Unclaimed Prize Draw:
 - a) The draw will be conducted by computerised random selection.
 - b) The Promoter may draw reserve winners in case of ineligible or invalid entries.
 - c) The first valid entry drawn in respect of each prize drawn in order will be the winner of that prize.
 - d) The Promoter will ensure the draw is open for public scrutiny and anyone may witness the draw on request.
 - e) The winner of a drawn prize is determined by chance.
 - f) All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. No part of a prize is transferable, unless otherwise specified in writing by the Promoter.
9. In the event a prize becomes unavailable for any reason, the Promoter reserves the right to substitute it for a prize of equal or greater value at its sole discretion.

10. No entry fee is charged by the Promoter to enter the Promotion.
11. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
12. All entries and any copyright subsisting in the entries become and remain the property of the Promoter. The Promoter collects personal information about entrants to include entrants in the Promotion and where appropriate award a prize. If the personal information requested is not provided, the entrant may not participate in the Promotion. By participating in the Promotion, each entrant also acknowledges that a further primary purpose for collection of entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact entrants in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages. The Promoter may share information with its International related companies or Promotional partners who may contact entrants with special offers in this way. By entering the Promotion, each entrant agrees that the Promoter may use entrants' personal information in this manner. Each entrant also agrees that the Promoter may publish or cause to be published the winner's name, and locality in any media as required under the relevant lottery legislation. Entrants can also gain access to, update or correct any personal information by contacting the Promoter at the address below. All personal information will be stored at the office of the Promoter or its agents. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.
13. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
14. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
15. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
16. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the Promoter will resolve the dispute in direct consultation with the complainant/entrant/winner. If the dispute cannot be resolved the Promoter's decision will be final.
17. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, in direct, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
18. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
20. For more information on the Prize or to discuss the terms of entry please contact the Promoter's representative by email at promotions@swimart.com.au
21. The Promoter is Waterco Limited (ABN 62 002 070 733) 36 South St, Rydalmere NSW 2116.
22. Authorised under: ACT Permit No. TP 24/02569.1.

