

Swimart “Win the chance to take home \$250,000” Promotion

TERMS AND CONDITIONS

Schedule											
Promotion:	Swimart Win the Chance to take Home \$250,000										
Promoter:	The promoter of this Promotion is Waterco Limited ABN 62 002 070 733, 36 South St, Rydalmere NSW 2116.										
Promotional Period:	Start Date: 01/10/2026 9:00am AEST End Date: 31/10/2026 11:59pm 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 the entry requirements set out in these Conditions of Entry. 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. Immediate family 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.										
How To Enter:	During the Promotional Period, an Eligible Entrant must: (a) Purchase any Product/s in one transaction from a participating Swimart store in Australia (“Qualifying Transaction”); and (b) Provide their name, email address, phone number and residential address at the time of purchase. Upon completing these requirements, the entrant will automatically receive one (1) entry into the draw. The winner will be determined by electronic random draw.										
Entries permitted:	Multiple entries permitted subject to the following: a) only one (1) entry permitted per Qualifying Transaction regardless of the number of Products purchased in that Qualifying Transaction . b) Each entry must be completed separately and in accordance with the entry instructions above.										
Total Prize Pool:	Up to AUD\$250,000										
Prize:	There is one (1) Major Prize available to be won during the Promotion as follows: <table><tr><th>Prize</th><th>Quantity</th><th>Value (AUD)</th></tr><tr><td>Major Prize</td><td>1</td><td>\$250,000</td></tr><tr><td>Consolation Prize</td><td>1</td><td>\$5,000</td></tr></table> The Major Prize will only be awarded to the verified Major Prize Finalist (defined below) who participates in the Major Prize Game (defined below). Depending on the outcome of the Major Prize Game, the Major Prize Finalist will be awarded either the Major Prize or the Consolation Prize.		Prize	Quantity	Value (AUD)	Major Prize	1	\$250,000	Consolation Prize	1	\$5,000
Prize	Quantity	Value (AUD)									
Major Prize	1	\$250,000									
Consolation Prize	1	\$5,000									
Selection of Major Prize Finalist	The Major Prize Finalist Draw will take place at 12pm (AEDT) Friday 6th November 2026 at J&C Advertising 5.02, 77 Dunning Ave, Rosebery NSW 2018. The Major Prize Finalist Draw will be conducted using Random Draws - TPAL Electronic Draw System and may be supervised by an independent scrutineer where required by law.										

	The first valid entry drawn from all entries received during the Promotional Period will be deemed the provisional Major Prize Finalist, subject to verification, and will win that entrant the opportunity to play a contingency game ("Major Prize Game") for the chance to win the Major Prize. The first valid entry randomly selected will be the provisional Major Prize Finalist, subject to verification. The Promoter may also select three (3) reserve entries and record them in the order drawn. A reserve may be contacted if the original Major Prize Finalist is ineligible, cannot be contacted, does not claim the opportunity within the required period or fails to comply with these Terms and Conditions. The provisional Major Prize Finalist will be contacted by telephone and email within two (2) business days of the draw. The Major Prize Finalist must respond and complete the Promoter's verification requirements by 5pm (AEDT) 13th November 2026. The Major Prize Finalist's details (first initial, surname and postcode) will be published at www.swimart.com.au on or before 10th November 2026.
Major Prize Game	The Major Prize Game will be conducted under the supervision of an independent loss adjuster appointed by the Promoter's prize indemnity insurer. Prior to the commencement of the Major Prize Game, the independent loss adjuster will prepare one hundred (100) identical, opaque, tamper-evident envelopes approved by the Promoter's prize indemnity insurer. The independent loss adjuster will randomly allocate one (1) Major Prize card to one (1) envelope and place one (1) Consolation Prize card into each of the remaining ninety-nine (99) envelopes. The independent loss adjuster will seal each envelope before the Major Prize Game commences. Each envelope will be identical in appearance, size, weight, construction and sealing so that no envelope can be distinguished from another. Once sealed, the independent loss adjuster will thoroughly shuffle and arrange the envelopes so that neither the Promoter, the Major Prize Finalist nor any other person can identify the envelope containing the Major Prize card. Following preparation of the envelopes, no envelope may be opened, marked, substituted, moved or otherwise tampered with prior to the Major Prize Finalist making their selection, except where required by the independent loss adjuster to preserve the integrity of the Major Prize Game. The Major Prize Game must be conducted using the approved tamper-evident envelopes and under the supervision of the independent loss adjuster appointed by the Promoter's prize indemnity insurer. Conduct of the Major Prize Game The Major Prize Game will be held at the Major Prize Finalist's nearest Swimart store location on Friday 20th November 2026. The address and time of the Major Prize Game will be confirmed to the Major Prize Finalist's a minimum of three (3) days prior to the event. If the Major Prize Finalist cannot attend the Major Prize Game, the Major Prize Finalist may appoint a proxy over 18 years of age to play the Major Prize Game on their behalf provided the Major Prize Finalist gives the Promoter written, signed notice to that effect before the start of the Major Prize Game. If the Promoter has not been able to contact the Major Prize Finalist before the start of the Major Prize Game, a representative of the Promoter will play the Major Prize Game on the Major Prize Finalist's behalf. The Major Prize Finalist must select one (1) envelope only. Prior to making their selection, the Major Prize Finalist must not open, lift, squeeze, weigh, manipulate, inspect or otherwise attempt to identify the contents of any envelope, except to the extent reasonably necessary to make a single selection. The Major Prize Finalist must not mark, rearrange, substitute or otherwise interfere with any envelope. Any conduct which, as determined by the independent loss adjuster acting reasonably, compromises or attempts to compromise the integrity of the

	Major Prize Game may result in the participant being disqualified, subject to applicable law. Once an envelope has been selected, the selection is final and cannot be changed, withdrawn or substituted. The Major Prize Finalist must immediately open the selected envelope in the presence of the independent loss adjuster. If the selected envelope contains the Major Prize card, the Major Prize Game immediately concludes and, subject to verification, the Major Prize Finalist will win the Major Prize of AUD \$250,000. If the selected envelope contains a Consolation Prize card, the Major Prize Game immediately concludes. The Major Prize will not be given away, and the Major Prize Finalist, subject to verification, will be awarded the Consolation Prize. The odds of the Major Prize Finalist selecting the envelope containing the Major Prize card are one (1) in one hundred (100). The odds of being drawn as a Major Prize Finalist may be significantly higher than the odds of the drawn Major Prize Finalist winning the Major Prize Game, and will depend upon the number of entries received. The Major Prize Finalist/proxy/representative acknowledges and agrees that the Major Prize Game may be recorded and/or captured and consents to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products or services manufactured, distributed and/or supplied by the Promoter. Verification of the Result If the Major Prize Finalist does not select the envelope containing the Major Prize and instead selects an envelope containing to Consolation Prize, the Consolation Prize will be deemed accepted. The independent loss adjuster will open all remaining unopened envelopes in the presence of the winner and the Promotion Administrator, until the envelope containing the Major Prize is identified. The opening of the remaining envelopes may be photographed and/or video recorded by the Promoter. The independent loss adjuster will verify and certify that: (a) the Major Prize card was included in one (1) of the one hundred (100) approved tamper-evident envelopes used in the Major Prize Game; (b) the approved tamper-evident envelopes had not been opened, substituted or otherwise tampered with prior to the Major Prize Finalist making their selection; (c) the Major Prize Game was conducted under the supervision of the independent loss adjuster using the approved tamper-evident envelopes; and (d) the Major Prize Game was conducted in accordance with these Terms and Conditions and the procedures approved by the Promoter's prize indemnity insurer. Subject to applicable law, the independent loss adjuster's certification of the conduct and outcome of the Major Prize Game will be final for the purposes of determining whether the Major Prize has been validly won. The prize will be paid by electronic funds transfer into a bank account nominated by the winner, held in Australia. The winner must provide: a. Valid Australian Drivers Licence or Passport; or b. another government-issued photographic identification acceptable to the Promoter; c. Satisfactory proof of eligibility; d. Australian bank account details
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	e. Any required prize acknowledgement or release form; and f. Any other information reasonably required to verify the successful attempt and facilitate lawful payment. Subject to verification, the Major Prize will be paid within 28 days after the Promoter confirms the result. No interest is payable on the Major Prize. The Major Prize is personal to the verified winner and cannot be assigned or transferred. The winner should obtain independent financial and taxation advice. The Promoter does not provide financial, taxation or legal advice.
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1. Insurance Arrangements

1.1 Prize Funding

1.2 The Promoter may enter into insurance, prize indemnity, contingency or other risk-management arrangements in connection with the Major Prize.

1.3 Any such arrangement is between the Promoter and the relevant insurer, underwriter, broker or other provider.

1.4 The Major Prize Finalist and any winner:

- a) are not parties to the insurance policy;
- b) have no direct right to claim under the insurance policy; and
- c) must direct any claim concerning the Promotion or Major Prize to the Promoter.

1.5 The Promoter's obligation to award a validly won Major Prize is not conditional upon the Promoter successfully recovering payment under an insurance policy, subject to any lawful limitation expressly stated in these Terms and Conditions.

1.6 The Promoter may provide entry, verification and challenge records to its insurer, broker, adjudicator and service providers for the purposes of administering the Promotion, verifying the outcome and managing any insurance claim.

2. Finalist Unavailable or Unable to Participate

2.1 Attendance and Substitution

2.2 If the Major Prize Finalist:

- a) cannot be contacted within the required period;
- b) fails to provide the required verification documents;
- c) is found to be ineligible;
- d) fails to attend at the notified time;
- e) refuses or is unable to participate;
- f) is disqualified for reaching these Terms and Conditions; or
- g) otherwise forfeits the opportunity,

the Promoter may award the opportunity to a valid reserve entrant or conduct an unclaimed prize draw, subject to applicable law and any regulatory approval.

2.3 The Major Prize Finalist must confirm by 13th November 2026 that they will attend and participate in the Major Prize Game.

2.4 The Major Prize Finalist must notify the Promoter promptly of any circumstance that may prevent their attendance or participation.

3. Unclaimed Prize Draw

3.1 In the event no Major Prize Finalist attends the Major Prize Game the Promoter will re-draw another winner to award the prize that resulted from the Major Prize Game (conducted by a representative of the Promoter in the absence of a Major Prize Finalist) on Friday, 11th December 2026 at the same time and place as the original Major Prize Finalist Draw ("**Re-Draw**"), by way of a random draw, subject to any directions from a regulatory authority. For the avoidance of doubt, the Game will not be re-conducted.

3.2 The winner of the Re-Draw (if any) will be contacted in writing and telephone within five (5) business days of the Re-draw. Details of the Prize winner (first initial, surname and postcode) will be published on Swimart social

pages on Thursday, 17th December 2026. The winner of Re-Drawn prize must claim their prize within one (1) month of the Re-Draw.

4. Interruption or Technical Failure

4.1 Interrupted Attempts

4.2 If an attempt is materially affected by an equipment failure, unauthorised interference or other circumstance outside the Major Prize Finalist's reasonable control, the independent adjudicator will determine whether:

- a) the original attempt can be fairly assessed;
- b) the attempt should be declared invalid and repeated; or
- c) the Major Prize Game should be postponed.

4.3 A repeat attempt will only be permitted where authorised by the independent adjudicator and, where applicable, the Promoter's insurer or authorised representative.

4.4 A repeat attempt will not be permitted merely because the Major Prize Finalist is dissatisfied with the outcome or believes they could perform better.

4.5 If a technical failure occurs after the attempt but sufficient evidence exists to determine the outcome, the adjudicator may determine the result using the available evidence.

5. General Prize Conditions

5.1 The entrant agrees and acknowledges that they have read these Terms and Conditions and that entry into the Promotion is deemed to be acceptance of these Terms and Conditions.

5.2 Valid and eligible entries will only be accepted during the Promotional Period.

5.3 Subject to these Terms & Conditions, if any winner chooses not to take their prize, or does not take or claim a prize by the time specified by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize.

5.4 No part of a prize is transferable or exchangeable, unless otherwise specified in writing by the Promoter.

5.5 No entry fee is charged by the Promoter to enter the Promotion.

5.6 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.

5.7 If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

6. Privacy

6.1 The Promoter collects personal information ("PI") to administer this Promotion, verify entries, conduct the Major Prize Finalist Draw, contact winners and, where necessary, award prizes. The Promoter may disclose PI to third parties, including its related entities, contractors, service providers, prize suppliers and regulatory authorities, where required for the purposes of conducting the Promotion.

6.2 Some recipients of PI may be located outside Australia. Details of overseas recipients (if any) are available in the Promoter's Privacy Policy. By entering the Promotion, entrants acknowledge that their PI may be disclosed overseas in accordance with the Australian Privacy Principles.

6.3 Entry is conditional on providing the requested PI. If the requested PI is not provided, the entrant may not be able to participate in the Promotion.

6.4 Promoter will collect, use, store and disclose PI in accordance with the **Privacy Act 1988 (Cth)** and the Promoter's Privacy Policy, available at <https://swimart.com.au/privacy-policy/>. Entrants may request access to, or correction of, their personal information by contacting the Promoter's Privacy Officer at privacy@waterco.com.

6.5 If an entrant has consented to receive marketing communications, the Promoter may use their personal information to send information about products, services and promotional offers. Entrants may opt out of receiving marketing communications at any time by following the unsubscribe instructions provided or by contacting the Promoter.

6.6 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.

7. Promotion Administration

7.1 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.

7.2 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.

7.3 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.

7.4 Nothing in these Terms and Conditions 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 any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including 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 the promotion.

7.5 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 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 variation in prize value to that stated in these Terms and Conditions; (e) if the Major Prize Game is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking of the prize.

7.6 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.

7.7 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

8. Contact Details

8.1 For more information, please contact the Promoter's representative by email at promotions@swimart.com.au

8.2 The Promoter is Waterco Limited (ABN 62 002 070 733) 36 South St, Rydalmere NSW 2116.

8.3 Authorised under permit number ACT Permit No. TP 26/01975 and NSW Authority No. TP/03991.