

TERMS AND CONDITIONS

Promotion/Competition/Sweepstake

POLICY No: 3013

UPDATED: March 2016



The purpose of this document is to provide the terms and conditions of any promotion, competition or sweepstake conducted by SwimmingSA. These terms and conditions should be read in conjunction with the information sheet for each individual competition, promotion or sweepstake.

TERMS AND CONDITIONS – INTRODUCTION

1. The following terms and conditions (**Terms and Conditions**) apply to promotions, competitions and sweepstakes (**Promotions**) conducted by the Promoter.
2. The Promoter is SwimmingSA Inc., ABN 21 275 497 422 of 443 Morphett Road, Oaklands Park, South Australia (the **Promoter**).
3. Persons who submit a valid entry, including providing their name, email, telephone number, postcode and ticket number during the Registration Period will be entered into the competition (**Entrants**).
4. Information on how to enter this Promotion forms part of the conditions of entry to the competition.
5. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
6. Entries not completed in accordance with these Terms and Conditions within the Registration Period are void. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.
7. Employees of the Promoter and its agencies associated with this promotion and their immediate families are ineligible to enter the competition.
8. Entries are open to anyone who satisfies all competition eligibility criteria referred to in these Terms and Conditions.
9. Some Promotions will only be open to financial members of SwimmingSA Inc. this may be further specified by membership type, category or demographics. Refer to the promotion information sheet for further details.
10. Refer to the Promotion Information Sheet for the opening and closing of entries to the Promotion all times listed are local to South Australia. (**Registration Period**).

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Method of Entry

11. In order to validly enter the Promotion, Entrants must submit their entry including required information within the Registration Period. The entry must be submitted online on the relevant section of the SwimmingSA website which can be accessed at: <http://sa.swimming.org.au> prior to entry to the event and within the Registration Period.
12. A maximum of one entry per Entrant per Promotion may be submitted. Entrants may submit entries for multiple Sessions, provided they meet the Criteria for Entry for each promotion for which they submit an entry.
13. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
14. Entrants under the age of 18 must have their parent/guardians permission before entering the Promotion.
15. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including but not limited to an Entrant's identity and place of residence) and disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

Prize

16. The winning entries will be selected from the valid entries, based on the answer to Entry requirements stated on the individual Promotion Information Sheet. The winning entries for each Promotion will be judged by a panel appointed at SwimmingSA's discretion. The Promoter's decision on the winning entrant is final and no correspondence will be entered into.
17. The Promotion is a game of skill. Chance plays no part in determining the winning entrants.
18. The Promoter shall attempt to notify the winning entrants as soon as possible by telephone or in person (usually within 48 hours).
19. In the event that the winners cannot be contacted by the Promoter, using all reasonable efforts, the winners will be deemed to have forfeited their right to the prize and the next best entrants as deemed by the judges will be awarded the prize.

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20. If the Individual Promotion requires the winning entrants will be required to fulfill any duties of the noted in the promotion information sheet.
21. The prizes are not transferable or exchangeable and cannot be taken as cash. If the winner is under the age of 18 years at the time the events, they must be accompanied by their parent or legal adult guardian when accepting their prize.
22. The Promoter at all times reserves the right to withdraw, cancel or substitute the designated prize with another prize of similar or like value without notice to any entrants should such withdrawal, cancellation or substitution be deemed necessary in the Promoter's sole discretion. In such situation, all entrants agree to be bound by these changes as part of the conditions of entry into the Promotion and forego any rights or entitlements resulting from such change to the Promotion.

General

23. All entries to the Promotion become the sole property of the Promoter.
24. All references to dates and time for the Promotion are in the current time zone of South Australia.
25. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained relating to the prize except for any liability which cannot be excluded by law.
26. The Promoter is not responsible for any problems or technical malfunction of any computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading any materials in this Promotion.
27. If for any reason this Promotion is not capable of running as planned including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion.
28. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion within the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural

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disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel or vary the Promotion and recommence it from the start on the same conditions, subject to any relevant Legislation.

29. The Promoter reserves the right, at any time, to verify the validity of entries, Entrants and other any other persons submitting entries (including a person's, identity, age and place of residence, and, where an Entrant is aged under 18, that the person submitting their entry is their parent or legal guardian). Proof of, identification, age, residency, entry and parenthood or legal guardianship considered suitable for verification is at the discretion of the Promoter.
30. All prizes offered are provided by SwimmingSA Inc., ABN 21 275 497 422 of 443 Morphett Road, Oaklands Park, South Australia.
31. The winning entrants agree to participate and cooperate as required in all editorial and promotional activities relating to the Promotion, including but not limited to being interviewed and photographed. The winners agree to grant the Promoter a perpetual and non-exclusive license to use such footage and photographs in all media worldwide and the winners will not be entitled to any fee for such use. It is a condition of accepting the prize that the winning entrants must comply with all of the Promoter's conditions on acceptance of the prize.
32. All Entrants' information including names, emails, and contact numbers will be used by the Promoter to send information to them regarding other SwimmingSA events and activities from time to time. The information will not be provided to third parties without the entrants' express permission. This personal data will also be stored on a secure database.
33. By entering into this Promotion you agree to comply with these Terms and Conditions and consent to the use of your Personal Information in accordance with clause [35](#) above.
34. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
35. As a condition of accepting the prize, the winning entrants may be required to sign legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
36. The Promoter collects personal information in order to conduct the Promotion and entry into the Promotion is conditional on the provision of this information by an Entrant. Information about an Entrant may also be used by the Promoter and may be disclosed and used by third parties, including

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but not limited to agents, contractors, service providers, prize suppliers and related companies for the purposes of carrying out promotional, marketing, planning, product development, publicity, research and profiling purposes, including sending electronic messages, direct mail and telephoning the Entrant, unless the Entrant withdraws their consent to the use of their information in this manner. Entrants should direct any request to access, update, withdraw, correct information, or request not to receive information about future promotions or further correspondence by emailing the Promoter at admin@sa.swimming.org.au

37. All personal information will be collected, used and disclosed in accordance with the Promoter's Privacy Policy which can be found at www.sa.swimming.org.au.

Adoption of Strategies

The Chief Executive Officer will:

1. Develop an action plan to ensure the timely publication of this document
2. Ensure an information sheet for each promotion and publication which contains but is not limited to the following:
 - a. Promotion logo and specific name
 - b. Specific opening and closing dates for registration of entries
 - c. Any additional promoters or sponsors specific to the promotion
 - d. Method of entry
 - e. Other competition details
 - f. Reference to these terms and conditions

Central Measurement

To ensure prospective entrants have adequate information a link will be made available on the SwimmingSA website and regularly updated for association representatives.