

Swimart 40th Birthday Giveaway Promotion ("Conditions of Entry")

Schedule			
Promotion:	Swimart 40 th Birthday Giveaway Promotion 2023		
Promoter:	The promoter of this Competition is Waterco Limited ABN 62 002 070 733, 36 South St, Rydalmere NSW 2116.		
Promotional Period:	Start Date: 27/03/2023 9am am AEST End Date: 30/04/2023 11:59 pm AEDT		
Eligible Entrants:	Entry is open to New Zealand residents 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 purchase at a participating Swimart within New Zealand (b) Visit the promotional landing page: https://swimart.co.nz/promotions/40th-birthday-promo/ (c) Complete the online entry form, including entering the Unique Code, read and accept these Terms and Conditions by clicking the appropriate box and then click 'submit' to submit the completed entry form within the Promotion Period. <p>The winning method for each prize is 'Instant Win'. All instant win 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 b) 5 extra entries for participating product purchases including selected products in Heat Pumps, Robotic Cleaners and Accessories ranges. c) Each entry must be completed separately and in accordance with the entry instructions above. 		
Total Prize Pool:	NZ\$10,000.00		
INSTANT WIN			
<p>Upon submitting an entry form on the Swimart promotional website and subject to the Instant Win Prizes not having already been awarded, allocated or exhausted, Entrants have a chance to receive one randomly selected 'Instant Win' prize, revealed on screen. An Instant Win prize confirmation is emailed to them stating the prize they have won. All instant win prize winners who have won prizes valued at \$100 or more will be validated and winners sent an email confirmation by the Promoter. The Promoter will be in contact with validated winners to fulfil prizes within 30 days of validation.</p> <p>There are up to 25 instant win prizes to be awarded during the Competition Period. The Promoter may increase the number of instant win prizes during the promotional period, if initial prize pool amount has been awarded, allocated or exhausted.</p> <p>Instant Win Prize Details:</p>			
Instant Win Prize Description		Number of this prize	Value (per prize)

Prize 1: The prize is a \$400 Prezzy Smart eGift Card Valid for 36 months from date of issue.	25		NZ\$10,000
	See Annexure A below for specific list of Prize Conditions.		
Winner notification:	The winners will be notified of their instant win prizes via email. The winners of instant win prizes will be published at by 03/05/23.		
Unclaimed Prizes:	(a) Prizes must be claimed by 30/07/23 at 03.00pm pm AEDT. In the event of an unclaimed instant win 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 31/07/23 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 phone and in writing within seven (7) days of the draw. The winners of Unclaimed Prize Draw prizes will be notified publicly (and their details published) at https://swimart.co.nz/promotions/40th-birthday-promo/ by 03/08/23. The winners of any Unclaimed Prize Draw prize will have fourteen (14) days to claim the prize from the draw date.		

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. **Instant Win:**
 - a) Quality control errors will not invalidate an otherwise valid prize claim.
 - b) Unless otherwise due to fraud or ineligibility under these Conditions of Entry, all prize claims in excess of the advertised prize pool will be honoured.
 - c) Any instant win prizes that remain unclaimed by the time specified by the Promoter (subject to limit of only one (1) prize per entry can be awarded in the Unclaimed Prize Draw will be awarded in the unclaimed prize draw. If a prize remains unclaimed following the unclaimed prize draw, it will be forfeited and the Promoter may dispose of it as it sees fit, in its sole discretion.
 - d) Any instant win prizes that remain unclaimed, will be distributed or allocated.
7. **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.
8. 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.
9. No part of a prize is transferable, unless otherwise specified in writing by the Promoter.

10. 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.
11. No entry fee is charged by the Promoter to enter the Promotion.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, 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).
19. 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.
20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
21. 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
22. The Promoter is Waterco Limited (ABN 62 002 070 733) 36 South St, Rydalmere NSW 2116.

Annexure A:

Prize Description	Terms
<p>Prize 1: The prize is a \$400 Prezzy Smart eGift Card. Valid for 24 months from date of issue.</p>	<p>Prezzy Smart eGift Card</p> <ol style="list-style-type: none"> 1. Each \$400 Prezzy Smart eGift Card prize comprises of one (1) x Prezzy Smart eGift Card valued at \$400 each. 2. The \$400 Prezzy Smart eGift Card is subject to its prevailing terms and conditions of use and is not replaceable or refundable if lost, stolen or damaged. 3. The Prezzy Smart eGift Card allows the recipient to swap Retailer Gift Cards of their choice to the equal value of the Prezzy Smart eGift Card (available on the Service). 4. The Prezzy Smart eGift Card is valid for 24 months so please make sure you exchange to the Gift Card of your choice before the end of the 24 month period. 5. By swapping the Prezzy Smart eGift Card for Retailer Gift Cards, you agree to the Gift Card Terms and Conditions set by the Retailers. Please check Retailers Terms and Conditions before you perform the swap. 6. Once a Prezzy Smart eGift Card has been swapped or partially swapped, it cannot be returned back to a Prezzy Smart eGift Card. 7. Prezzy Smart eGift Cards are not exchangeable for cash and no refunds will be provided. 8. Prezzy Smart eGift Cards are issued by Prezzy Limited (NZBN 9429049008357) 9. For full terms and conditions visit: https://www.prezzy.co.nz/policies/terms-of-sale/ 10. Distribution to New Zealand email addresses only. 11. Winner's full name, mobile phone number and email address is required for card issuance.