

TERMS AND CONDITIONS FOR GAME OF SKILL

Mother's Day 2026 competition

1. Information on how to enter and prizes forms part of these conditions of entry. Submission of an entry is deemed acceptance of these conditions of entry.
2. Entry is only open to residents of NSW aged 0-99 years currently enrolled in our Learn to Swim program and their siblings, and the children of NSF employees currently enrolled in our Learn to Swim program.
3. Employees of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter.
4. The competition commences on **Sunday 19th April 2026** and final entries close at **11:59pm AEST on Sunday 10th May 2026** ("Competition Period"). Winners will be announced and notified by **social media message, email, or phone** by **Monday 11th May 2026** ("Winner Notification Date"). Contact details used will be those provided on the entry form. The Promoter's decision is final and no correspondence will be entered into.
5. This is a game of skill and chance plays no part in the determination of winners. Each entry will be individually judged based on the person who is the most engaged, as determined by the Promoter in its sole discretion.
- 6 To enter, eligible entrants must **complete the Mother's Day competition entry activity provided by Nepean Swim and Fitness during the Competition Period** and submit their completed entry to reception.
7. Multiple entries per person may be permitted where multiple entry forms are available
8. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and enrolment status) and to disqualify any entrant who submits an entry that is not in accordance with these Conditions of Entry, tampers with the entry process, or submits an entry that the Promoter deems to be offensive, inappropriate, or not in keeping with the spirit of the competition.
9. Incomplete, indecipherable, or illegible entries will be deemed invalid. Any incorrect entrant details submitted may render the corresponding entry invalid. It is each entrant's responsibility to inform the Promoter if their personal details change prior to the Winner Notification Date.
10. If there is a dispute regarding the identity of an entrant, the Promoter reserves the right to determine the entrant's identity in its sole discretion.

Prizes are as follows:

Prize

- 1 Month Free Swimming Lessons (\$105)
- Bouquet Flowers: \$40

(Total prize value approximately \$150)

Total prize pool value: approximately \$150

The Promoter reserves the right to substitute part of the prize if items are unavailable at the time of awarding.

12. If for any reason the prize winner does not claim their prize within 14 days of being contacted, the prize will be forfeited and awarded to the next best valid entry.

13. Any work submitted as part of the entry becomes the property of the Promoter. As a condition of entry, each entrant grants the Promoter a non-exclusive, perpetual, worldwide license to use submitted entries for promotional, marketing, or publicity purposes.

14. If a prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with an alternative prize to the equal value and/or specification, unless to do so would be prohibited by law.

15. If for any reason whatsoever beyond the reasonable control of the Promoter, the competition is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) to cancel, suspend, modify, terminate or cancel the promotion.

16. Prizes are not transferable, exchangeable, or redeemable for cash.

17. Except for any implied condition, guarantee or warranty the exclusion of which from these conditions of entry would contravene any statute or cause any part of these conditions of entry to be void ("Non-Excludable Condition"), the Promoter excludes from these conditions of entry all conditions, guarantees, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, the Promoter (including its officer, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss or profits) whether direct, indirect, special or consequential, arising in any way out of the promotion, including, without limitation, the following: (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 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 conditions of entry ; (e) any tax implications; (f) the cancellation or postponement of the Event; and/or (g) a prize or use of a prize. Nothing in these terms affects the statutory rights of any person under The Australian Consumer Law or any other applicable law.

18. Each entrant consents to the Promoter using their **name, likeness, image, or voice** in any media for promotional purposes without remuneration.

19. The Promoter collects personal information in order to conduct the competition and may disclose such information to third parties where necessary. Entrants may request access to or correction of their personal information by contacting the Promoter.

20. The Promoter is:

Nepean Swim and Fitness

PO Box 270

Emu Plains NSW 2750

ABN 41 056 088 469