

TERMS AND CONDITIONS FOR GAME OF SKILL

Pink Up Penrith Competition 2025

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.
3. Employees of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter.
4. Competition commences 1st October 2025 and final entries close and must be received by midnight AEST on 31st October 2025 ("Competition Period"). Winners will be notified by email ("Email submission criteria") by 2nd November 2025 ("Winner Notification Date"). Customer contact details used will be those provided on the entry form. The Promoter's decision is final, and no correspondence will be entered into. An entry is deemed to be received at the time of its receipt by the Promoter and not at the time of transmission by the entrant.
5. The competition is determined on the of the criteria, in which will determine the winners. Each entry will be individually judged according to the format correct or closest guess to the number.
6. To enter, Eligible Entrants must donate a gold coin and follow the instructions given by our receptionists at both centres. The entrants will be given a QR code after the donations to place their guess. All the above is created by Nepean Swim and Fitness ("The Promoter") during the Competition Period.
7. Multiple entries per person are allowed, however, each guess is to be supplied with a gold coin donation.
8. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and address) and to disqualify any entrant who submits an entry that is not in accordance with these conditions of entry, who tampers with the entry process or who submits an entry that the Promoter, in its sole discretion, deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the competition. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
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 as to the identity of an entrant, the entrant will be deemed to be the person in whose name is on the completed entry.

11. **Prizes is as below:**

Jellybean Jar (Nepean Aquatic Centre): \$20

Jellybean Jar (Eva Borys Swim School): \$20

Total Value: \$40

***The promoter reserves the right to substitute part of the prize if stock not available at the time of awarding the prize. ***

12. If for any reason whatsoever the prize winner does not take their prize or an element of their prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited by the prize winner and neither cash nor any other prize will be awarded in lieu. In any event, if the winner does not claim their prize within 14 days of the date upon which the Promoter first attempts to contact them, they will forfeit the prize, and the Promoter will select the next best entry. This process will continue either until the prize is claimed or valid entries are exhausted, whichever occurs first.

13. Each work submitted as part of an entry ("Description") becomes the property of the Promoter. As a condition of entry, each entrant irrevocably grants to the Promoter a non-exclusive perpetual worldwide licence to use and exploit all intellectual property rights (including, without limitation, copyright) in and to the Description and consents to the Promoter doing (or omitting to do) any acts in respect of the Work which may otherwise constitute an infringement of an entrant's moral rights. For the avoidance of doubt, the Promoter use all or part of an entrant's Description(s) for promotional, marketing or publicity purposes, whether in respect of the competition, the Promoter or otherwise. Each entrant warrants to the Promoter that the Description submitted is an original work of the entrant which does not infringe any rights of any third party. A breach of the warranty set out in this condition will result in the entrant's entry being invalid. In addition, each entrant indemnifies the Promoter against all loss, damages and costs incurred by the Promoter arising from that entrant's breach of the warranty set out in this condition.

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. Prizes are not transferrable for cash or credit towards swimming lessons or any other products or services and must be picked up before 30th November 2025, otherwise the prize will be forfeited.

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. Unless otherwise stipulated, no prize is 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, if the entrant becomes a winner, to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in a media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), the Promoter and or products/services supplied by the Promoter.

19. The Promoter collects personal information to conduct the competition and provide any goods/services requested and may, for that purpose, disclose such information to third parties, including, but not limited to, prize suppliers or a regulatory authority and for any purpose to which the entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

20. All donations will be given to PUP to donate to the McGrath Foundation.

21. The Promoter is Nepean Swim and Fitness, PO Box 8348, Glenmore Park NSW 2745, ABN 41 056 088 469.