

12 days of Christmas Terms and Conditions

These Terms and Conditions apply to the 12 days of Christmas promotion that is operated by Peninsula Aquatic Recreation Centre, located at Cnr Cranbourne Road and Olive Grove, Frankston, VIC 3199.

1. Who May Enter

The promotion is open to:

- a. Any persons over the age of 18 who is a Victorian resident
- b. Any person who has the ability to access PARC membership facilities as the prize is non-transferable.

The promotion is not open to:

- a. A person who is an employee, officer, servant, volunteer or contractor of Peninsula Aquatic Recreation Centre (PARC) or its related bodies corporate or associates or any of its agencies involved with this competition;
- b. The spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), of a person referred to in paragraph (a) above;
- c. A person who refuses to comply with or breaches any terms of these Competition Entry Rules. All contestants acknowledge that PARC can rely on this clause at any time, even if PARC only learns of a person's ineligibility after PARC has nominated the person as the winner or awarded the prize. Return of the prize or payment of its value to PARC can be required by PARC if this occurs.

2. Prizes

Notwithstanding anything else in these Rules, PARC has absolute discretion in awarding the prize for this promotion.

In order to claim the prize in the competition, the winner must:

- a. Be eligible to enter under these Entry Rules;
- b. Be announced by PARC as the winner of the prize by means determined in clause 4;
- c. Not be prohibited by any rule of law from using or otherwise enjoying the prize for which he or she has been announced as the winner;
- d. Demonstrate to PARC's satisfaction that he or she is the winner of the prize, and if necessary, prove that he or she is not prohibited from using or otherwise enjoying the prize

(for example, by producing photo-identification, such as a driver's licence or passport, or signing a declaration to that effect); and

- e. Comply with any request made by PARC under the Entry Rules that apply to that promotion; and
- f. Only one (1) qualifier or winner per family per promotion.

Prizes will only be awarded following winner validation and verification.

Should a prize winner choose not to accept the prize allocated by PARC, the prize will not be substituted with another prize.

All prize items are valued inclusive of GST and PARC takes no responsibility for any variation in item values.

Prizes are non-transferable and may not be redeemed for cash.

No prohibited prizes will be awarded.

Winners will be notified by email or telephone.

The prize must be redeemed in Centre

Upon request by PARC a copy of the Entry Rules and/or a signed receipt and acknowledgment must be signed and endorsed by any winner to indicate his/her understanding and acceptance of these terms.

All unclaimed prizes after ninety days (90) days of being won will be forfeited, and a redraw may take place, all at PARC's discretion.

In the event a winner chooses not to accept a prize, they forfeit any and all claims to the prize which can then be awarded to a runner up at the time at the discretion of PARC.

The judges' decision is final and no correspondence will be entered into.

3. Prize details

The winning prize for this promotion is a three-month Complete membership to access PARC facilities. The value of this prize is over \$600 AUD.

A PARC membership allows access to all of Peninsula Aquatic Recreation Centre and Pines Forest Aquatic Centre facilities. As a PARC member the winner must also adhere to our general membership terms and conditions.

4. How to enter

Entrants must collect and complete the 12 days of Christmas tracking card and hand into reception with their details by 31 December 2020.

Between 7th and 2th December members can sign off a completed visit to PARC as part of the 12 days of Christmas – it can be a gym visit, a swim or a Group Exercise Class. Patrons can also mark off if they watched a PARC Your Way class.

There is also a bonus section where patrons can collect a code letter each week from a PARC Your Way LIVE class and record the letters on the card to receive bonus entries into the competition. This competition is a game of chance and a winner will be chosen at random from the collection of entries. PARC will create a spreadsheet document with all the Entrants details and allocate a number to each entry. PARC will use a verified online number generator to determine the winner, with the process including at least two additional witnesses.

PARC will be verifying the winners entry retrospectively through our internal system and if the chosen winner has not complied accurately their entry will be void and another winner chosen.

5. Competition period

The competition opens on Monday 7th December at 9.00am and closes on Thursday 31 December at 5.00pm. The winner will be drawn on Monday 4 January 2021 and notified initially by phone call, followed by email. The winner has 7 days to accept the prize otherwise it will go to the next randomly identified winner.

Any entries received after 5.00pm on Friday 31 December will be void.

The winner's prize of a three-month membership will be activated from Monday 18 January and run for exactly three months.

6. Exclusion of Liability

PARC takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant. PARC makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes.

PARC shall not be liable for any loss or damage suffered or sustained (including but not limited to consequential loss), including for personal injury or property damage suffered or sustained, as a result of accepting any prize or participation in any competition or prize, except for any liability which cannot be excluded by law.

A person who enters a competition releases from and indemnifies PARC from and against all liability, cost, loss or expense arising out of acceptance of any prize or participation in any competition including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.

7. Disqualification

PARC assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alternation of entries. Subject to any written directions given under the applicable law, if for any reason, the competition is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of PARC which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then PARC reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition.

PARC reserves the right, in its sole discretion, to disqualify any individual for:

- a. Tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by PARC that in any way affects the fairness of the promotion;
- b. Tampering with the operation of the competition or website;
- c. Acting in an unsportsmanlike or disruptive manner; or

If an entrant selected as winner is found to be in breach of any term of these Entry Rules, a new winner may be selected and, in the event that the entrant in breach has been awarded a prize, the entrant may be required to return the prize or reimburse the value of the prize to PARC.

8. Participation

Participation in the competition constitutes the entrant's unconditional agreement to and acceptance of these Competition Entry Rules.

The Entrant is responsible for insuring his or her familiarity with the Entry Rules. PARC's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the Entry Rules. PARC may enforce these Rules in its absolute discretion.

The Entry Rules are to be construed in accordance with the laws of the State of Victoria. PARC may terminate any contest at any time at its absolute discretion. In the event of such termination, PARC may at its absolute discretion elect not to award any prize in respect of the terminated contest.

9. Ownership of Entries

Competition entries and material submitted in connection with this competition (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of competitors are assigned to PARC upon submission and become the property of PARC which may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of PARC.

All such entries and material remain the property of PARC (subject to the limits contained in the Privacy Statement). Each entrant warrants that he or she owns the copyright and any other intellectual property rights in any such material submitted in connection with any competition and has full power and authority to agree to and grant the above assignment, consents and other rights to PARC.

As a condition of entry, PARC also has the right to publicise any entrants name and entry in its own materials.

10. Privacy and Publicity

All entrants are required to submit personal information about himself or herself (including without limitation his or her name and telephone number) ("Personal Information") to PARC.

PARC will treat any Personal Information obtained from a person who enters a competition in accordance with the PARC's Privacy Policy.

PARC may:

- a. Refuse to accept an entry which does not contain all or any other of the Personal Information requested by PARC; or
- b. Record and use the Personal Information for its own marketing, planning, product development, promotional, broadcasting and research purposes, including but not limited to using the winner's name and suburb of residence for advertising and promotional purposes.