

Learn2Swim Week Swim School Registration – TERMS AND CONDITIONS

Promoter and Campaign

1. This campaign is being conducted by:
Poolwerx Corporation Pty Ltd (ABN 94 061 535 493) of 10 Camford Street, Milton, QLD 4064 (**Poolwerx**)
2. Learn2Swim Week is an initiative of Poolwerx to help introduce water safety across the country to reduce child drownings by facilitating free swimming lessons for children (**Campaign**).
3. Parents of children under the age of 18 ("**Parents**") may register their child/children ("**Child**") online and in doing so are deemed to agree to these terms and conditions ("**Terms**").
4. This Agreement will commence upon the Parents' completing registration of their Child online and will continue and remain in full force and effect until the Campaign is completed within the same year (**Campaign Period**).

Child Registration

5. Parents may register their Child via the website www.learn2swimweek.com.au by completing the registration details on the website ("**Registration**").
6. Parents warrant that all information provided as part of the Registration is true and complete as at the time of registration.
7. No fees are payable by Parents to enter this Campaign.
8. Poolwerx reserves the right to request the Parents' provide proof of identity for them and their Child in order to participate in the Campaign.

Participation

9. On completing Registration, the Parents accept these Terms.
10. As part of the Registration, the Parents will elect the particular participating swim school ("**Swim School**") they wish to attend to receive the free swimming lessons during the Campaign Period.
11. Poolwerx accepts no responsibility or liability in connection with the provision of the free swimming lessons provided by the Swim School.
12. By registering, the Parents acknowledges and accepts that they will not do or be involved in anything which may impair or prejudicially affect the reputation of Learn2Swim Week or Poolwerx before or after the end of this Agreement.
13. Parents agree to be present at the Swim School at the time that the Child is undertaking the free swimming lessons. The Parent shall ensure that they and their Child abide by the directions and instructions of the Swim School.
14. The number of free lessons for any Child is determined solely by the Swim School. This may be one free lesson per child during the campaign period or multiple lessons per child during the campaign.
15. In the event that the Swim School is unable to provide free swimming lessons to the Child during the Campaign Period, the Swim School may provide the Parent with a L2SW redemption voucher, in which case the Parent may facilitate the free swimming lesson directly with the Swim School at a time outside the Campaign Period.

16. Neither the Parent nor Child will be liable for any payment for lessons offered during Learn2Swim Week. All lessons provided during Learn2Swim Week are free of charge.
17. Poolwerx reserves the right, at any time, in its sole discretion, to disqualify any Parent or Child who Poolwerx has reason to believe has breached any of these Terms or provided false information as part of the Registration.
18. The Swim School may, in its sole discretion, request any Child and/or Parent to leave or otherwise vacate the Swim School in the event that the Parent and/or Child fails to abide by their direction and/or instructions.
19. Errors and omissions may be excepted at Poolwerx's discretion. Failure by Poolwerx to enforce any of its rights at any stage does not constitute a waiver of those rights. Poolwerx's legal rights to recover damages or other compensation from any person who has tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Campaign are fully reserved.

Use of Personal Information

20. Parents acknowledge that the information provided online as part of the registration process becomes the property of Poolwerx.
21. Poolwerx handles *Personal Information* (in accordance with the Poolwerx's privacy policies, which can be viewed here:
<https://www.poolwerx.com.au/privacy-policy/>)

Limitation of liability

22. As part of the Registration process, the Parents, accept full responsibility for their decision to nominate their Child for participation in the Campaign. The Parents irrevocably and unconditionally releases and indemnifies, forever discharges and waives any right to make a claim against Poolwerx and/or the Swim School and their respective directors, officers and personnel in respect of any loss, liability (including liability for negligence), cost or damage of any kind suffered or incurred by a Parent and/or Child as a result of, or in connection with, the acceptance of, and participation in, the Campaign and the provision of swimming lessons pursuant to these Terms.
23. Poolwerx assumes no responsibility for any error, omission, interruption, deletion, defect, loss of data, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of any information provided as part of the Registration, and reserves the right to take any action that may be available to it at law.
24. If for any reason this Campaign is not capable of running as planned, including but not limited to due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of Poolwerx, which affect the administration, security, fairness or integrity or proper conduct of this Campaign, Poolwerx reserves the right in its sole discretion to disqualify any individual who tampers with the Registration process, take any action that may be available, and to cancel, terminate, modify or suspend the Campaign.