

## 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 promote water safety in Australia to reduce child drownings by facilitating free swimming lessons for children (**Campaign**).
3. The Partner is an Australian learn to swim organisation which agrees to be named as an official supporter of the Learn2Swim Week Campaign and promote the Learn2Swim Week Campaign. In consideration of the Partner supporting the Campaign, Poolwerx will provide the Partner with communication materials and artwork to assist in the promotion of the Campaign.
4. This Agreement will commence upon the Partner's registration to the Campaign and will continue and remain in full force and effect until the Campaign is completed within the same year (**Campaign Period**).

### Partner Registration

5. The Partner registers via the website [www.learn2swimweek.com.au](http://www.learn2swimweek.com.au)
6. Organisations wishing to participate in the Campaign must complete their registration details on the website.
7. No fees are payable to enter this Campaign.
8. Once registered, Poolwerx will distribute Campaign promotional materials to the Partner as well as provide access to digital materials via the website.
9. Poolwerx reserves the right to request the Partner to provide proof of identity in order to participate in the Campaign.

### Participation

10. Registration into the Campaign constitutes acceptance of these terms and conditions.
11. The Partner will provide free swimming lessons to children who sign up to the Learn2Swim Week Campaign and are allocated by Poolwerx to the Partner (**Participants**).
12. The Partner will at all times use due care and diligence to perform the obligations set out in these terms and conditions.
13. The Partner will endorse and promote Campaign and Poolwerx in the manner reasonably required by Poolwerx.
14. The Partner 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.

15. The Partner will permit Poolwerx to release the Partner's name and contact to the Participants and their legal guardians for purposes connected

with this Agreement and the Services to be provided by the Partner under this Agreement.

16. The number of free lessons for Participants is determined by the Partner. This may be one free lesson per child during the Campaign period or multiple lessons per child during the Campaign.
  17. In the event that the Partner does not have capacity for all the registered Participants during the Learn2 Swim Week, the Participants may use the L2SW redemption voucher to arrange lessons at another time within the Campaign Period.
  18. The Partner must not request payment or payment details for lessons offered during Learn2Swim Week.
  19. In the event that the Partner requests payment for lessons during Learn2Swim Week, registration will be immediately cancelled and the Partner will be removed from the website.
  20. Incomplete or indecipherable registrations are invalid.
  21. Poolwerx reserves the right, at any time, in its sole discretion, to disqualify the Partner or individual who Poolwerx has reason to believe has breached any of these Terms and Conditions, tampered with the registration process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Campaign. Errors and omissions may be excepted at Poolwerx's discretion. Failure by the 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.
  22. If there is a dispute about the identity of the Partner or a Participant, Poolwerx reserves the right, in its sole discretion, to determine the identity of the Partner or Participant.
- ### Use of Personal Information
23. All data relating to registrations become the property of Poolwerx.
  24. 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
25. By entering this Campaign, each Partner accepts full responsibility for their decision to participate in the Campaign. Each Partner irrevocably and unconditionally releases, forever

discharges and waives any right to make a claim against

Poolwerx and its directors, officers and personnel in respect of any loss, liability (including liability for negligence), cost or damage of any kind suffered or incurred by the Partner as a result of, or in connection, with the acceptance of, and participation in, the Campaign.

26. 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 registrations, and reserves the right to take any action that may be available to it at law.
27. 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.
28. No relationship of partnership is created by these terms and conditions. The Partner is an independent contractor in the provision of all learn to swim tuition duties undertaken during the Campaign Period.
29. The Partner remains responsible to Participants for the performance of its duties as a learn to swim instructor and indemnifies Poolwerx in respect of any claim made by any Participant for any negligent act or omission in the performance of its duties.