

BLUEFIT SWIMMING WIN A HOLIDAY PRIZE PROMOTION

BlueFit Pty Ltd 74127508230

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over. Employees and contractors (and their immediate families) of BlueFit Pty Ltd, participating retailers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
3. The promotion commences 14/7/2025 and closes at 11:59pm AEST on 10/08/2025 ("Promotional Period").
4. To be eligible to win individuals must follow BlueFit Swimming on one or both of the following social media platforms and be currently enrolled in the BlueFit Swimming program:
 - a. Facebook | BlueFit Swimming - <https://www.facebook.com/bluefitswimming/>
 - b. Instagram | BlueFit Swimming - <https://www.instagram.com/bluefitswimming/>
5. All eligible persons will automatically be entered into the random draw.
6. BlueFit Pty Ltd (BlueFit) reserves the right, at any time, to verify the validity of entries and entrants, including an entrant's identity, age and place of residence and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by BlueFit Pty Ltd to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. Incomplete or indecipherable entries will be deemed invalid. Entries with a failed payment will not be eligible.
8. Multiple entries are permitted, subject to the following:
 - a. only one (1) entry is permitted per Facebook like/follow
 - b. only one (1) entry is permitted per Instagram like/follow;
 - c. Each entry must be submitted separately and in accordance with entry requirements.
9. Entrants must retain a copy of their contract as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, at the absolute discretion of BlueFit result in the invalidation of ALL of an entrant's entries and forfeiture of any right to an offer
10. If there is a dispute as to the identity of an entrant, BlueFit reserves the right, in its sole discretion, to determine the identity of the entrant.
11. Entries close at 11:59pm AEST on Sunday 10/8/2025.
12. The winner will be selected electronically on Wednesday the 13th of August 2025 at 4.00pm at the BlueFit Head Office located at 78a Napier Street, Essendon Victoria 3040. The winner of the prize draw will be notified within seven (7) days of the draw via email and telephone. The winner's last name, first initial and postcode will be published on BlueFit Swimming website and social media pages within 30 days of the draw.
13. If the winner is not contactable within fourteen (14) days or forfeits their prize a new winner will be awarded in an unclaimed prize draw. The unclaimed prize draw will be held on Wednesday the 3rd September 2025 at 4pm at the BlueFit Head Office located at 78a Napier Street, Essendon Victoria 3040. The winner of the unclaimed prize draw will be notified within seven (7) days of the draw via email and telephone. The winner's last name, first initial and postcode will be published on BlueFit Swimming websites and social media pages within 30 days of the draw. The winner has fourteen (14) days to claim the prize or forfeits their prize.

14. The prize pool Includes:
Prize Draw: A Flight Centre Voucher valued at \$9999.00. Expiry subject to Flight Centre voucher terms and conditions.
15. The winner will be required to attend a public handing over of the prize at the BlueFit Swimming location at which they are enrolled into swimming lessons. The handover will occur between 9.00am-5.00pm on a weekday which best suits the winner.
16. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of BlueFit, including but not limited to technical difficulties, unauthorised intervention or fraud, BlueFit reserves the right, in its sole discretion, to the fullest extent permitted by law;
 - a. to disqualify any claimant; or
 - b. to modify, suspend, terminate, or cancel the promotion, as appropriate.
17. Nothing in these Terms and Conditions limit, exclude or modify, or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, BlueFit (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of;
 - a. any technical difficulties or equipment malfunction (whether or not under the BlueFit's control);
 - b. any theft, unauthorised access or third-party interference;
 - c. any entry that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of BlueFit;
 - d. any variation in prize value to that stated in these Terms and Conditions;
 - e. any tax liability, incurred by a winner or entrant;
 - f. any travel documentation, the winner is solely responsible for ensuring they possess valid passports, visa, and any other required travel documentation at the time of travel;
 - g. any liability for visa or entry requirements, that result in the winner's inability to travel due to expired, denied or missing passports, visa, vaccination certificates, or other government required documentation;
 - h. Any travel disruptions, restrictions or cancellations (including those due to government travel badns, pandemics, or natural disasters) are the responsibility of the winner and are not grounds for prize substitution or reimbursement, or
 - i. use of a prize.
19. BlueFit collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, offer suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to BlueFit. All entries become the property of BlueFit. A copy of BlueFit's Privacy Policy Statement is also available at: <https://www.bluefitswimming.com.au/privacy-policy>
20. The Promoter is BlueFit Pty Ltd, ABN 74127508230, of PO Box 587, Essendon North, 3041, Melbourne, Victoria. SA Permit No: T25/1085