

H A P P Y F I T M A S

T E R M S A N D C O N D I T I O N S

Monday 2 December to Sunday 20 December 2024



SUTHERLAND SHIRE

## DEFINITIONS AND INTERPRETATION

- “Promotion terms” means the terms and conditions outlined in this document
  - “Promoter” refers to Sutherland Shire Leisure Centres (SSLC)
  - “We” and “us” refer to SSLC and “our” has a similar meaning
  - “Promotion Period” is the period that promotion is running for and specified in this
  - “Participating Centre” means the Centres participate in this promotion.
  - “Eligible Entrant” means an individual who meets the eligibility requirements defined in this document.
  - “Excluded Person” those individuals who are not eligible to participate in this Promotion as defined in this document.
  - “Draw” means a random selection of Participants to win the prize within the period defined in this document.
  - “Re-Draw” means a random selection of Participants to win the unclaimed prize.
  - “Moral Rights” (as defined in Part IX of the Copyright Act 1968 (Cth) means:
    - a) a right of attribution of authorship; or
    - b) a right not to have authorship falsely attributed; or
    - c) a right of integrity of authorship.
- “Materials” any of the comments, photos or recordings obtained from you, your name, and/or likeness.

## HAPPY FITMAS - TERMS AND CONDITIONS OF ENTRY

1. The terms and conditions outlined below (Promotion Terms), include information on how to enter, participate and win prizes.
2. By entering and participating in this promotion the participant accepts the Promotion Terms and Conditions.
3. The Centres participating in this promotion include **Sutherland Shire Leisure Centre, Caringbah Leisure Centre and Engadine Leisure Centre.**
4. The Promotion will be open from **5:00am AEDST on Monday 2 December 2024 until 7:00pm AEDST on Sunday 20 December 2024 (promotion period).**
5. No permit number is required as the total prize pool does not exceed \$10,000 AUD.

## ELIGIBILITY TO ENTER

### Eligible Entrant:

1. Entry in the Promotion is only applicable to current members (Aquatic Members, Fitness Members, and fitness passport).
2. Offer is not applicable to trial pass, casual entry, multi-visit pass holders, Learn to Swim or Squad customers.
3. Entry in the Promotion is only open to current members who are persons:
  - a) aged 18 years and over; or
  - b) a person under the age of 18 years with consent from responsible parent or guardian excluding:
    - i. management, employees, directors and contractors of the Promoter, its related bodies corporate and other agencies, firms or companies associated with the Promotion (including the supplier of any Prize) (Excluded Person)

### Excluded Person:

- c) Persons who have won a Prize or Prizes valued either individually or collectively at more than \$5,000 (including GST) in any Promotion run by or on behalf of the Promoter, within the 12 months prior to the commencement of the Promotion Period;
- d) A spouse, de-facto spouse, parent, guardian, child or sibling of any Excluded Person;
- e) Persons who have used or attempted to use any more than one name or identity, or a false name or identity, in order to avoid:
  - i. any limitation on the number of entries that person would be entitled to make in; or
  - ii. any restriction on that person's entitlement or eligibility to enter, or to qualify, to win; or
  - iii. any other terms and conditions of a promotion run by or on behalf of the Promoter (except in the case of a legal change of name).
- f) Persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter.

The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

## HOW TO ENTER

### Random Draw Prizes

To enter and be eligible to win, Eligible Entrants must, during the Promotion Period:

- a) Current members who attend Sutherland, Caringbah or Engadine Leisure Centres during the promotion period (Monday 2 December 2024 – Sunday 20 December 2024) will go in the draw to win a Apple Watch Series 10.
- b) Maximum of 1 entry per day to the 1 draw.
- c) Scan membership card when entering the Centre to capture attendance.
- d) Winners will be randomly selected (applicable to those members who have visited during the promotion period).
- e) Must be an active Aquatic Member, Fitness Member or fitness passport member of Sutherland Shire Leisure Centres to be eligible to win.

## VERIFICATION

1. The Promoter reserves the right, at any time, to verify the validity of entries (whether or not an Eligible Entry) and entrants (including an entrant's identity, age and place of residence) (whether or not an Eligible Entrant) and to disqualify any entrant who submits an entry that is not in accordance with Promotion Terms or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any time does not constitute a waiver of those rights.
2. In order to claim a prize, the prize winner may be required to sign a declaration confirming their identity and compliance with the Promotion Terms.
3. Must be an active Aquatic Member, Fitness Member or fitness passport member of Sutherland Shire Leisure Centres to be eligible to win.

## PRIZE POOL

The total prize pool is valued at \$2,427.00 and are as stated below:

**Random Draw Prizes:** 3x Apple Watch Series 10 (valued at \$809.00 each)

1. Offer is not applicable to casual entry, trial passes, multi-visit pass holders or LTS / Squad.
2. Winners will be contacted via email or phone by our friendly health and fitness team.
3. Winners can collect their prize at Sutherland, Engadine or Caringbah Leisure Centre no later than Sunday 29 December.
4. Standard Terms and Conditions of entry apply.
5. The prizes are not transferable, exchangeable, or redeemable for cash.
6. No individual prize exceeds \$1,000 and total value of prizes does not exceed \$10,000.
7. Prize: Apple Watch Series 10 (valued at \$809.00 each)



## THE DRAW AND CLAIMING PRIZE

8. Three random winners will be drawn and notified Monday 23 December 2024.
9. The draw will be conducted by the Team Leader Health & Fitness and Marketing Advisor, or such other person authorised by the Promoter, from all Eligible Entries received during the Promotion Period (Draw).
10. The Draw winners will be:
  - a) notified by telephone and;
  - b) published on the Participating Centre website or Facebook page (with appropriate consent).
11. If the Prize remains unclaimed by Sunday 29 December, a random re-draw will be conducted on Monday 30 December 2024 at 10:00am AEDST at the participating centres conducted by the Team Leader Health & Fitness or such other person authorised by the Promoter, from all remaining Eligible Entries received in the Promotion (Re Draw).
12. The Re-Draw winner, if any, will be:
  - a) notified by telephone;
  - b) published on the Participating Centre website or Facebook page (with appropriate consent).

The winner must:

- a) Attend the centre to collect prize no later than Sunday 29 December 2024.
- b) provide such proof of identity and/or the validity of the winning Eligible Entry, and sign such consents, releases or other terms and conditions applicable to SSLC Centres, as the Promoter reasonably requires.
- c) If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons is the winning entrant.

## GENERAL

17. The Promoter accepts no responsibility for any variation in the value of the Prize.
18. If the Promoter or its suppliers are unable to provide the winner with the nominated Prize, the Promoter reserves the right to supply an alternative Prize of similar monetary value to the nominated Prize, subject to any directions given by the New South Wales Office of Liquor, Gaming and Racing.
19. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available, or that the Participating Centre will be open, at all times during the Promotion Period.
20. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any lawful action that may be available to it, including (without limitation) cancelling, terminating, modifying or suspending the Promotion.
21. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism or Draw in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to enter or to win.
22. Incomplete, illegible, indecipherable or incorrect entries may be excluded by the Promoter, in its absolute discretion, from eligibility to win.
23. The Promoter may, in its absolute discretion, disqualify entries in the event of non-compliance with these Promotion Terms.

24. By participating in the Promotion, and as a condition of claiming the Prize, you agree to indemnify, defend and hold harmless the Promoter and its officers, directors, employees and agents from and against all losses, expenses, damages and costs, including reasonable solicitor's fees, resulting from any violation of these terms and conditions, or out of your acceptance and use of the Prize.
25. The:
- a) Promoter, the Promoter's related entities, the Participating Centres, and all agencies associated with the Promotion; and
  - b) the employees, agents, directors and contractors, of all entities referred to in clause, shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of, or participation in, the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
26. By entering the Promotion, you agree and acknowledge, to the fullest extent permitted by law:
- a) that the Promoter (or an agent of the Promoter) and/or, with the Promoter's consent (including consent subject to any conditions), the Participating Centre (or an agent of the Participating Centre), may:
    - i. obtain comments from you about the Promotion and take photos or recordings of you (and contacting you for those purposes);
    - ii. use any of the comments, photos or recordings obtained from you, your name, and/or likeness (the Materials) for the Promoter's and/or, with the Promoter's consent (including consent subject to any conditions), the Participating Centre's, future promotional and marketing purposes without further reference or compensation;
    - iii. may duplicate, alter, adapt and utilise the Materials in any manner at anytime, anywhere, and by any means (including communicating them to the public in any media, including media not yet in existence); and
    - iv. may license, authorise or otherwise transfer the rights in the Materials to others to do the things outlined in clause 26(a)(iii) of these Promotion Terms;
      - (b) on creation of the Materials, you:
        - (i) grant to the Promoter a royalty free, perpetual, non-exclusive and irrevocable licence to use the Materials for whatever purpose the Promoter determines; and
        - (ii) where the Promoter consents, you grant to the Participating Centre, a royalty free, perpetual, non-exclusive and irrevocable licence to use the Materials for whatever purpose the Promoter consents to;
      - (c) you unconditionally and irrevocably:
        - (i) consent to any act or omission that would otherwise infringe any of your moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given (Moral Rights); and
        - (ii) waive all Moral Rights in the Materials that arise outside Australia; and
  - b) you agree not to institute, maintain or support any claim or proceeding for infringement of your Moral Rights in the Materials.
27. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of the Major Prize.
28. Eligible Entrants agree and acknowledge that all entries and any intellectual property rights subsisting in their entries become and remain the property of the Promoter. Each entrant acknowledges and agrees that it is a condition of participation in the Promotion that the entrant be capable of agreeing to these Promotion Terms and giving the consents contained herein.

## PRIVACY

29. The Promoter collects (and the Participating centres collect on the Promoter's behalf) personal information about entrants to include entrants in the Promotion, to process entries, and where appropriate award the Major Prize. If the personal information requested is not provided, you cannot participate in the Promotion. By participating in the Promotion, you consent to the collection and use of your personal information by the Promoter and/or the Participating Centre or the Promoter's related entities, agencies and other third parties engaged to provide services in connection with the Promotion (including suppliers of Prizes) for use for the following purposes:
- (a) processing entries;
  - (b) contacting the entrant or winner in relation to the Promotion;
  - (c) delivering the Prize;
  - (d) improving the Promoter's, the Promoter's related entities' or the Participating Centre's goods and services; and
  - (e) the purposes set out in the Promoter's privacy policy (available at [Privacy Statement | Sutherland Shire Council](#))

You may withdraw your consent under this clause at any time by giving notice in writing to the Promoter at (suthleisure@ssc.nsw.gov.au). You can gain access to, update or correct any of your personal information held by the Promoter or Participating Centre by contacting the Promoter at 1 Rawson Ave, Sutherland 2232. All personal information will be stored at the office of the Promoter and/or the Participating Centre, as the case may be.

