



**St Cuthbert's Swim School
Free Babies Swimming Lessons Promotion Terms and Conditions**

Conditions of Entry

1. Information on how to register and information about the swimming lessons set out in all communications regarding Free Babies Swimming Lessons Promotion (**Promotion**) form part of the Conditions of Entry.
2. No purchase is necessary to enter the Promotion but on acceptance into swimming lessons, the entrant will be required to pay a \$10 refundable deposit to obtain a card or band allowing entry to the Centennial Centre at 122 Market Road, Epsom, Greenlane (see condition 15 for further details).
3. By participating in the Promotion, each entrant fully and unconditionally agrees and acknowledges that these Conditions of Entry and the decisions of the Promoter on all matters relating to the Promotion are final and binding.
4. The promoter is St Cuthbert's Swim School (operated by St Cuthbert's Educational Trust), 122 Market Road, Epsom, Greenlane (**Promoter**).
5. The Promotion commences 24 July 2017 at 00.01 (local time in NZ) and concludes on 15 October 2017 at 23:59 (local time in NZ) (**Promotion Period**).
6. Entry is available only to those entrants:
 - a) who are residents of New Zealand;
 - b) who are available to attend the swimming lessons with their Eligible Child (defined below) on the dates nominated by the Promoter; and
 - c) who have a child or children aged 3 months to 36 months when lessons commence that will take part in the lessons (**Eligible Child**).
7. If an entrant is under 18 years of age, the entrant must have parental/guardian approval and the parent/guardian must read and agree to these Conditions of Entry. Further consent forms may be required by the Promoter.

How to Enter

8. To enter, entrants must register with the Promoter by telephone, email or visiting the Promoter's reception in the Centennial Centre at 122 Market Road, Epsom, Greenlane.
9. Entrants may only register once per Eligible Child and any further registrations will be automatically disqualified.
10. Verification of the age of the entrant's child/children may be required before the entrant's registration will be confirmed.
11. To protect the integrity of the Promotion, the Promoter reserves the right to verify the validity of registrations and disqualify any entrant whom the Promoter believes has, or may have tampered with the registration process or submitted a registration otherwise than in accordance with these Conditions of Entry.

12. The Promoter takes no responsibility for lost, damaged, misdirected, late or illegible registrations or any registrations that for whatever reason, are not received by the Promoter (including, without limitation, as a direct or indirect result of any technical problems or traffic congestion on the internet or any website) or are incomplete.

Swimming Lessons

13. The Promoter will select entrants to receive one free babies swimming lesson per week per Eligible Child on a first come, first served basis until the 150 spaces in the available babies classes in Quarter 3 (defined below) are filled.
14. Successful entrants will be entitled to one free babies swimming lesson per week per Eligible Child during Quarter 3 of 2017 (24 July 2017 to 15 October 2017) in one of the babies swimming lessons scheduled by the Promoter at the time and on the day allocated to the Eligible Child by the Promoter following consultation with the entrant (although the day allocated will be at the sole discretion of the Promoter). If the entrant wishes the Eligible Child to continue with swimming lessons after 15 October 2017, the entrant must re-register with the Promoter and pay any related tuition fees and charges.
15. Successful entrants must pay a refundable deposit of \$10 for every Eligible Child participating in swimming lessons for a card or band when the Eligible Child is accepted into the free lesson. If the Eligible Child arrives for their free lesson without their card or band, the Promoter may refuse entry. The entrant must not lend the card or band to anyone else or allow anyone else to use it. The card or band is the property of the Promoter and must be returned to the Promoter by 15 October 2017 or if this agreement is cancelled. The \$10 will be refunded to the entrant at this time. If the entrant loses their card or band, the Promoter will replace it and charge the entrant a fee for the replacement card or band.
16. If the Eligible Child misses a lesson, no make up classes will be offered.
17. The entrant must advise the Promoter if the Eligible Child cannot attend any class.
18. Except as inconsistent with these Conditions of Entry, all swimming lessons provided under the Promotion will be subject to the Promoter's standard terms and conditions for swimming lessons.
19. If, for any reason, the free swimming lessons are unavailable, the Promoter reserves the right to substitute part or all of the free swimming lessons with a prize of equal value or specification.
20. Swimming lessons are not exchangeable, transferrable or redeemable for cash. There will be no compensation in the event that the entrant's child/children is unable to attend all of the swimming lessons.
21. The Promotion is not valid with any other offers or promotions.
22. If a winner is under the age of 18, the prize will be awarded to the nominated parent or guardian (although the prize will still apply to the winner's Eligible Child).
23. Any costs associated with entering the Promotion or associated with attendance of the swimming lessons are the responsibility of the entrants.
24. If registration is submitted via the internet and there is a dispute as to who submitted the registration, the successful entrant will be the authorised account holder of email account used to enter the Promotion.
25. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, servers or providers, or any combination thereof. Nor is it responsible for any incorrect or inaccurate information caused by any of the equipment or programming associated with or utilised in this competition, or by any technical error that may occur in the course of the administration of this Promotion. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission communications line failure, theft or destruction or unauthorised access to or alteration of registrations. If for any reason this Promotion is not capable of running as planned for reasonable reasons including, without limitation, infection by computer virus, bugs, tampering, unauthorised

intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to cancel or modify this Promotion.

Limitation of Liability

26. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Consumer Guarantees Act (**Non- Excludable Guarantees**).
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (and its associated agencies and companies and their respective directors, officers, employees and agents) is not liable to any person for any direct, indirect or consequential loss or damage whatsoever, including (without limitation) personal injury or property damage, suffered as a result of or arising from any person participating in the competition or in connection with winning (or not winning), using or benefiting from the prize.
28. St Cuthbert's Old Girls' Association has no responsibility for the running of the free babies swimming lessons.

Personal Information and Privacy

29. Information collected pursuant to the Promotion from entrants will be handled in accordance with all applicable laws in New Zealand, including the Privacy Act. All entrants details will only be held for the purposes of this Promotion (which may include disclosure to third parties for the purposes of processing and conducting the Promotion). By entering the Promotion the entrants consent to the use of their information as described.
30. Entrants may access, and request correction of, their personal information held by the Promoter by contacting:

St Cuthbert's Swim School
122 Market Road
Epsom
Greenlane
Telephone: (09) 520 8272
Email: swimbookings@stcuthberts.school.nz

General Terms

31. The Promoter's failure to enforce any term of these Conditions of Entry shall not constitute a waiver of that or any other provision by the Promoter.
32. The Promoter accepts no responsibility for any tax implications that may arise from the swimming lessons. It is the responsibility of each entrant to seek independent advice on the possible implications this may have on their own financial situation.
33. Records of all entries become and remain the sole property of the Promoter.
34. Except where prohibited by law, participation in the Promotion constitutes a prize-winner's consent to the Promoter's use of the prize-winner's name, likeness and opinions for: (1) any future promotional, marketing and publicity purposes in any media worldwide, without further payment or consideration or notice; and (2) any disclosure of such information by the Promoter required by law, and it is a condition of entry that in order to claim the swimming lessons, prize-winners must agree to execute any necessary consents and releases to effect the foregoing.
35. If all or any part of any term or condition contained in these Conditions of Entry shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these Conditions of Entry to the extent of the unenforceability, invalidity or illegality and the other terms and conditions hereof shall remain in full force and effect as if the offending term or

provision (or part thereof) had not been inserted herein.

36. These Conditions of Entry shall be governed by the laws of New Zealand and each entrant agrees to submit to the non-exclusive jurisdiction of the courts of New Zealand.