**Learn to Swim ‘Win a Term for Free’ Terms and Conditions**

# 1. Interpretation and precedence

## 1.1 Definitions

In this Agreement, the following definitions apply:

**Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**Council** means the Rural City of Wangaratta.

**Learn To Swim Member** means the current Learn to Swim Member of Wangaratta Sports and Aquatic Centre, with a direct debit payment plan fully paid.

**Promotion** means the ‘Win a Term for Free’ Learn To Swim Members retention campaign.

**Promotion Period** means 7 July 2025 until 21 September 2025

**Representative** means any person acting for or on behalf of a party and includes any director, officer, employee, agent, contractor or sub-contractor of the party.

**Winner** means WSAC learn to swim member who was drawn from random number generator.

**WSAC** means Wangaratta Sports & Aquatic Centre, being the promoter of the Offer.

# 2. Interpretation

In this Agreement:

1. If a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1. words such as including or for example do not limit the meaning of the words preceding them;

1. no provision of this Agreement will be construed to the disadvantage of a party merely because that party was responsible for preparing this Agreement or including the provision in this Agreement;

1. all monetary amounts are expressed in Australian Dollars ($AUD); and

1. parties must perform their obligations on the dates and times fixed by reference to Wangaratta, Victoria.

# 3. Eligibility to Win – Existing Members as at 7 July 2025

Existing WSAC Learn to Swim members must:

1. have their payments up to date.
2. remain enrolled in WSAC Learn To Swim throughout Term 3 (from 7 July 2025 to 21 September 2025)

# 4. Eligibility to Win – Members joining throughout Term 3

WSAC Learn to Swim members joining during Term 3 must:

1. have their payments up to date.
2. join on or before 3 August 2025
3. remain enrolled in WSAC Learn To Swim from their joining date through to the end of Term 3 (from joining date until 21 September 2025)

# 6. Photography and media

If or when the Participant consents to:

1. being photographed or video recorded by WSAC or its Representatives in satisfaction of clause 4; and

1. all photographs and videos, taken or recorded pursuant to clause 7(a), being used in WSAC marketing and promotional activities.

# 7. Marketing Communications

Applicants and Participants agree to receive marketing communications from WSAC from time to time.

# 8. Personal Data

1. WSAC will collect data relating to Applicants and Participants posted onto the WSAC Facebook page.

1. All data collected pursuant to clause 9(a) will be held and used pursuant to Council’s Privacy Statement and Privacy Policy.

# 9. Australian Consumer Law

1. The Participant retains all rights under the Australian Consumer Law.

1. WSAC does not limit, restrict or exclude any consumer guarantees under the Australian Consumer Law.

# 10. WSAC Learn to Swim Terms & Conditions

The Participant acknowledges that it has received, read and understood WSAC standard Learn To Swim Terms and Conditions and agrees to be bound by it.

# 11. Meta

Promotion is in no way sponsored, endorsed, administered by or associated with Meta