

## TERMS AND CONDITIONS – GAME OF SKILL

MagnaPool Summer Consumer Promotion

### TERMS OF ENTRY

1. These Terms and Conditions must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms and Conditions.
2. Entry to the Promotion constitutes acceptance of these Terms and Conditions. By entering the Promotion, entrants accept and acknowledge full responsibility for their decision to participate in the Promotion and to take the Prize if they are the winner.
3. To the extent of any inconsistency between the Schedule and these Terms and Conditions, the Schedule prevails.
4. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.

### PROMOTION

5. The Promotion is conducted by the Promoter.
6. The Promotion is a game of skill, and chance plays no part in determining the winner/s.
7. This Promotion will be advertised as outlined in the Methods of Advertisement.

### ELIGIBLE ENTRANTS

8. Entry is open only to residents of the Eligible States and Territories who comply with the Entry Restrictions (if any). Businesses, government agencies, directors, officers, management, employees, suppliers, (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and its related bodies corporate, and of the agencies and companies associated with the Promotion, including their immediate family are ineligible to enter the Promotion.
  - a) **Immediate family** means any of the following: spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
9. Any person who is discovered to have used or attempted to use any more than one name in order to enter any Promotion run by the Promoter except

in the case of a legal change of name in this Promotion is ineligible to enter this Promotion.

10. All entries to the Promotion may be subject to verification by the Promoter. An entrant must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity.
11. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. In the event that the winner cannot provide suitable proof of eligibility, they will forfeit the Prize in whole and no substitute or compensation will be offered.

### ENTRY

12. Entry to the Promotion commences on the Start Date and closes on the Closing Date (the **Promotion Period**).
13. To enter the promotion, entrants must follow the Entry Method during the Promotion Period.
14. An entrant's entry must not be: late; delayed; incomplete; incomprehensible; unlawful or capable of violating any law or giving rise to a civil action; obscene; defamatory or libellous; threatening or harassing; pornographic or contain nudity; hateful; offensive against a person or group of persons on the grounds of age, colour, gender, national or ethnic origin, disability, race, religion or sexual preference; incite or be capable of encouraging conduct that would be considered a criminal offence; in violation of the social media guidelines, rules or terms of service of the relevant social media site or platform used to enter the Promotion.
15. Only one (1) entry per Entrant is permitted for this Promotion and must comply with these Terms and Conditions.
16. The entrant warrants that their entry including the response and any photos, images or videos ("Entry Material") is: their own original work; it is not copied in any manner from any other work; and does not infringe the copyright, moral rights, trademark rights or any other rights of any third party.
17. Entrants retain all ownership in their Entry Material. However, by submitting their Entry Material, entrants hereby grant the Promoter an irrevocable, non exclusive, worldwide, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of

and display the Entry Material for the purposes of conducting and promoting this Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.

18. By entering the Promotion, entrants consent to any use of their Entry material by the Promoter which may otherwise infringe an entrant's moral rights in the Entry Material, including (without limitation):

- a) Exercising any of the rights in the Entry Material without identifying the entrant; and
- b) Using the Entry Material in any way that the Promoter sees fit, even if it results in derogatory treatment of the Entry Material (as defined in the Copyright Act 1968 (Cth)).

19. Each entrant warrants that:

- a) They have the right to have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;
- b) The Entry Material is not, and its use by the Promoter (or the Relevant Parties) will not be, in breach of any third party intellectual property rights;
- c) they release and will fully indemnify the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or Winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

20. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the entrant. The Promoter takes no responsibility for late, lost, illegible, corrupted or misdirected entries or for any delays or failures in any telecommunications services or equipment. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.

21. Entrants must make their website or app entries manually. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.

22. If Entry is permitted via a social media platform, the following will apply:

- a) An entrant's entry must be submitted by the individual entrant;
- b) Entrant's must ensure their security settings on their personal account allows the Promoter to contact them in the event that the entrant is a winner;
- c) use of social media platforms is subject to the terms and conditions of use of that social media platform. If entry and continued participation in the Promotion is via Facebook, entrants agree to act in accordance with the Facebook Statement of Rights and Responsibilities, available at <http://www.facebook.com/terms.php>;
- d) Entrants acknowledge that this Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform or their affiliated agencies. Entrants are solely responsible and liable for the content of their entries and/or posts and any other information they transmit to other internet users; and
- e) To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless any and all social media platforms (and their associated agencies and companies) used in conjunction with this Promotion, against any and all losses, claims, costs, expenses and damages (of any nature) which may be incurred by the Entrant in respect to their participation in the Promotion.
- f) Any questions, comments or complaints about this Promotion must be directed to the Promoter (not the social media platform).

23. Should an entrant's contact details change at any time between the date on which they enter the Promotion and the Unclaimed Prize Date, that entrant must notify the Promoter of their correct contact details immediately.

24. Any entry that is made on behalf of an entrant by a third party, or otherwise by proxy, will be invalid.

25. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant to be invalid if the entrant:
  - a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction.
  - b) or fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
  - d) has submitted an entry that is not in accordance with these Terms and Conditions.
26. Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a winner in the Promotion, and that entrant may not be awarded a Prize.

## WINNERS & JUDGING

27. There will be the Number of Winner/s determined from all entries received during the Promotion Period. Each winner will receive a Prize.
28. Each winner will be determined on the Determination Date by the Promoter at of 1 Herbert Place, Smithfield, NSW 2164, Australia. Each valid entry will be individually judged (by representatives of the Promoter) based on the Judging Criteria.
29. The Promoter's decisions are final and no correspondence will be entered into.
30. The winner will be notified by phone/email within two (2) days of the Determination Date. Notification to winner will be deemed to have occurred later than the time the winner receives actual notification from the Promoter. The notification will include details about how the prize can be claimed.
31. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If the Entrant's contact details change during the Promotional Period, it is the Entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to the Promoter to the following email address:  
[au.digitalmarketing@fluidra.com](mailto:au.digitalmarketing@fluidra.com)

32. All reasonable attempts will be made to contact the winner. If the Prize is not claimed by the winner by the Unclaimed Prize Date, it will be awarded to another entrant by the Promoter on the Unclaimed Prize Date. The winner of the unclaimed Prize will be notified by phone/email within two (2) days of the Unclaimed Prize Date.

## PRIZE

33. The Prize for this Promotion and the Total Prize Value is specified in the Schedule.
34. All Prize values are correct as at the Start Date and are reflective of the recommended retail price and are in Australian dollars unless expressly stated to the contrary. The Promoter takes no responsibility for any variations in the Prize values.
35. The Prize must be taken as offered and cannot be varied. The Prize, or any unused portion of the Prize, is non-transferable and/or not exchangeable and/or cannot be taken as a monetary payment.
36. This Promotion cannot be redeemed in conjunction with any other promotion, including any other cashback promotion or rewards program. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
37. The Prize cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions. In addition to this, Prize is not transferable, assignable or exchangeable for other goods or services and are governed by Australian law.
38. Unless expressly stated all other costs and expenses associated with taking the Prize become the responsibility of the winner.
39. The Prize must be claimed by the winner by the Unclaimed Prize Date. All aspects of each Prize must be taken together as a package. In the event that for any reason whatsoever the winner does not take the Prize or an element of the Prize at the time stipulated by the Promoter, the Prize or that element of the Prize will be forfeited by the winner.
40. The Prize may be transferred at the Promoter's sole discretion. In the event that the Promoter exercises its discretion to allow the winner to transfer the Prize, the transfer will be on the condition that the transferee accepts all terms and conditions set out in these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.

41. The winner is advised that tax implications may arise from them winning the Prize and they should seek independent financial advice prior to accepting the Prize. The Promoter accepts no responsibility for any tax implications that may arise from the Promotion. Independent financial advice should be sought by the Claimant.
42. Once the Prize has left the Promoter's/Prize supplier's premises, the Promoter and the Relevant Parties will not be responsible for any delay in delivery or loss or damage to the Prize.
43. If the Determination Date or Unclaimed Prize Determination Date is a public holiday, the determination will be conducted on the following business day.
44. The winner does not need to be present at the draw unless expressly stated to the contrary.
45. The Prize will be awarded to the winner in the Promoter's sole discretion.
46. The Promoter will draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize cannot be awarded to the entrant drawn, the promoter will then continue this process until the prize is awarded.
47. Prizes may not, without the prior written consent of the Prize supplier and the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter or the Prize supplier may, at their absolute discretion, withdraw the Prize.
50. If the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms and Conditions, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner.
51. The Promoter reserves the right to verify the validity of any entries, prize claims and entrants and in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who:
  - a) tampers with or benefits from any tampering with the entry process or with the operation of the Promotion;
  - b) acts in violation of these Terms and Conditions;
  - c) acts in a disruptive manner;
  - d) acts with the intent to annoy, abuse, threaten or harass any other person; or
  - e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
52. To the full extent permitted by the law the Promoter and the Relevant Parties will not be liable for any loss, damage, claim, cost, expense or personal injury suffered or sustained (including, but not limited to, that caused by any person's negligence) by any entrant in connection with the Promotion or the Prize, including:
  - a) Any indirect, economic or consequential loss or loss of profits;
  - b) any loss arising from the negligence of a Relevant Party; and
  - c) any liability for personal injury or death.
53. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it

## GENERAL

48. The Promoter reserves the right to take any action necessary in its sole discretion at any time.
49. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority.

from the start on the same conditions, subject to approval of the relevant authorities

54. The winner acknowledges that the Prize may be subject to additional terms and conditions imposed by third parties. The winner and guest must become acquainted with any such additional terms and conditions prior to taking the Prize and the winner and guest agree to be bound by such terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prize, or for the breach of those conditions by any person.
55. Except for any liability which cannot be excluded by law, the Promoter is not responsible for:
  - a) Any problems or technical malfunction with any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or any technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in the Promotion;
  - b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion; or
  - c) any error; omission; interruption; deletion; defect; delay in operation or transmission; communications line failure; theft; or destruction or unauthorised access to, or alteration of, entries or entrants' details.
56. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.
57. These Terms and Conditions are governed by the laws of New South Wales. The Promoter and all entrants irrevocably submit to the non-exclusive jurisdiction of New South Wales.
58. Nothing in these Terms and Conditions limits, excludes or modifies 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 States and Territories of Australia ("Non-Excludable Guarantees").

59. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury or death; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion or use of any prize.
60. These rules are Terms and Conditions and constitute the entire terms and conditions between the entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions at its sole discretion and will only provide entrants with notice of substantial amendments.
61. Except for the 'Entry Material, all entries become the property of the Promoter. Entrants consent to the Promoter using their Personal Information ("PI") including but not limited to their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. By entering this competition, entrants agree and understand that their written entries may be used for promotional purposes without any further reference, payment or other compensation to the entrant.

## PRIVACY

62. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entries are conditional on providing this PI. The PI collected in this promotion will be disclosed to FLUIDRA GROUP AUSTRALIA Pty Ltd. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.magnapool.com/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an

indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

63. Each entrant must ensure that any other person whose personal details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their express consent for their details to be provided to the Promoter and any of the Related Parties and to be contacted by the Promoter or any of the Related Parties in relation to this Promotion.