

Competition Terms and Conditions

1. Information on how to enter 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. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions.
Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. Employees (and their immediate families) of the Promoter 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 step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences on 01/09/2023 and ends 11:59pm AEST on 30/06/2024 ("Promotional Period").
5. To receive an entry into the draw, individuals must purchase or install a Freedom Pool either directly from Freedom Pools & Spas or a participating authorised agent. Pool must be fully installed by 25th November 2024, complete an official entry form (available online). Entries must be received by COB 29/11/2024.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence and product purchase) 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 the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. Incomplete, indecipherable, inaudible, or illegible entries will be deemed invalid.
8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
9. The judging will take place at Freedom Pools & Spas, 1763 Albany Highway, Kenwick, Western Australia on 02/12/2024 at 1pm WST (the promoter reserves the right to change the date time and location, however will ensure the Terms and Conditions are updated). The promoter may judge additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone within two (2) business days of the draw and

in writing. The winner entrant will be published on the Freedom Pools Facebook page by the 05/12/2024.

10. The Promoter's decision is final and no correspondence will be entered into.

11. The first valid entry drawn will win the prize of the AUD\$20,000 in Gold Bullion or cash equivalent. The winner must collect their prize in person in their closest Australian capital city.

12. Judging criteria will be Competition based on skill – Each entry will be individually judged based on their Originality, Creativity, and Entertainment level. This will be done at the promotor's sole discretion.

13. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize by the time specified by the Promoter at its absolute discretion, then the prize will be forfeited.

14. The promoter reserves to right to share competition comments, first name, suburb and state in their marketing campaign

15. Total prize pool value is AUD\$20,000. (Twenty Thousand Dollars).

16. A additional winner if not already determined, for the prize, if unclaimed, may take place on 12/12/2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone within two (2) business days of the draw and in writing. The winner entrant will be published on the Freedom Pools Facebook page by the 17/12/2024.

17. Entrant's consent to the Promoter using their name, likeness, location (suburb and state), 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.

18. 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 the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

19. 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"). 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 any

loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way of the promotion.

20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost altered, damaged or is directed (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) collection and/or use of the prize.

21. As a condition of accepting the prize, the winner must sign any legal documentation as and, in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

22. The Promoter is Freedom Pools & Spas (Rio Vista Pty Ltd), 1763 Albany Highway, Kenwick, Western Australia, WA, 6107. ABN 28609465600, Telephone 08 9492 0600.

23. I agree to being contacted in the future for competition, promotions, tips and hints relating to Freedom Pools and agree I can opt out at any time.