

TERMS AND CONDITIONS

FLOORING XTRA TRIPLE CROWN OCEAN SWIM SERIES PRIZE DRAW 2025

Summary of Terms & Conditions

- 2 x \$1000 Cash Prizes - for one Male and one Female Triple Crown Series swimmer.
- For a chance to win, each swimmer must enter and complete a total of three swims, selecting any one swim from three different Events – the Malabar Magic on February 16th 2025, the Coogee Island Challenge on April 13, 2025, and the South Maroubra Ocean Swim on 27th April 2025.
- Open to all individuals over 10 years of age
- Each Prize-winner must be present to claim their prize at the Prize Draw on April 27th during the South Maroubra Ocean Swim Prize Ceremony, or it will be redrawn.

Complete Terms & Conditions

1. Instructions, prizes and information on how to enter form part of these Terms and Conditions. By entering, entrants accept these Terms and Conditions.
2. Promoter is South Maroubra Surf Club (ABN 20 186 191 094) of 1R Arthur Byrne Reserve Maroubra NSW 2035 (“Promoter”).
3. The promotional period commences at 6.00 AM AEDT on the 16 February 2025 and ends at 11.59 AM AEDT on 27th April 2025 (“Promotional Period”).
4. Entry is open to individuals who are over 10 years of age.
5. To be eligible to win, entrants must, during the Promotion Period enter and complete a total of three (3) ocean swims – consisting of no fewer than one (1) swim each from the official ocean swim events at (a), (b) and (c) below:
 - a) either the 1km, 2.5km or 5km swim at Malabar (on Sunday 16th February 2025 +
 - b) either the 800m, 1km or 2.4km swim at Coogee on Sunday 13th April 2025 +
 - c) either the 500m, 1km or 2km swim at South Maroubra on Sunday 27th April 2025AND must be present at the time of the Prize Draw at 12 noon on Sunday 17th April 2025 at the South Maroubra Surf Life Saving Club, part of the prize giving ceremony.
6. Each winner will be picked at random by a representative(s) of the Promoter on 27th April 2025 at 12 noon, within the prize giving ceremony of the South Maroubra Ocean Swim 2025, at the South Maroubra Surf Life Saving Club. Each winner must be present for the prize draw to claim the prize.
7. If any prize winner is not present to claim the prize when the prize is drawn at South Maroubra Surf Life Saving Club at 12 noon on April 27th 2025, then such prize will be forfeited, and an alternate winner will be selected from all remaining (non-winning) eligible entries immediately. This process will be repeated until all prizes are awarded.

8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, and age) 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.

9. Incomplete, indecipherable or illegible entries will be deemed invalid.

10. Multiple entries during the Promotional Period are not permitted.

11. There will be two (2) winners – one for a Male Swimmer and one for a Female Swimmer - as drawn by the Promoter. Each prize is AUD \$1000 Cash.

12. The prize is not transferable or exchangeable.

13. The prize is subject to each Ocean Swim's entry terms and conditions, including any applicable age restrictions and each Ocean Swim organisation's decision as to if one of the Ocean Swims is recorded as completed.

14. The total prize is valued at AUD\$2000.

17. If applicable, entrants consent to the Promoter using their name, likeness, image, voice and/or social media posts content in the event they are the 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; or (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 State 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 out 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 misdirected (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 (independent financial advice should be sought); or (f) use of or participation in the prize (i.e. travel).

21. As a condition of accepting the prize, the winner (and his/her companion) 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 collects personal information to conduct the Promotion and may, for this purpose, disclose such information to third parties involved with the Promotion, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.

23. In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative travel destination to the same value as the original prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion.

24. The laws of New South Wales apply to this promotion to the exclusion of any other.