

## APRIL POOLS DAY CAMPAIGN – TERMS AND CONDITIONS

### Promoter

1. This campaign is being conducted by:  
  
Poolwerx Corporation Pty Ltd (ABN 94 061 535 493) of 10 Camford Street, Milton, QLD 4064  
  
and  
  
Australian Red Cross Society (ABN 50 169 561 394) of 23–47 Villiers St, North Melbourne, VIC 3051  
  
(the **Promoter**).

### CPR Course

2. The Promoters are offering 4,000 free registrations to a virtual CPR Course (Online CPR Course) valued at \$49.00 (Campaign).
3. This Campaign commences 1 April of the relevant year and closes 15 April of the same year (**Campaign Period**).
4. The Online CPR Course Entrant (**Entrant**) must redeem the Online CPR Course no later than 30 April of the year the CPR Course is provided to the Entrant.
5. The CPR Course is not transferable and cannot be sold or redeemed for money.
6. No fees are payable by Entrants to enter this campaign.
7. Entrants wishing to complete full CPR certification training with Australian Red Cross, following completion of the Online CPR Course, can participate in an Australian Red Cross Society practical element at a discount of 20%. This certification is completed by Australian Red Cross Society.
8. The Promoter reserves the right to request the Entrant to provide proof of identity in order to claim the Online CPR Course. Proof of identification considered suitable for verification is at the discretion of the Promoter. If the Entrant cannot provide proof, the Entrant may forfeit the Online CPR Course in whole and no substitute will be offered by the Promoter.

### How to enter

9. Entry into the Campaign constitutes acceptance of these terms and conditions.
10. To enter once individuals must enter the required details and submit the fully completed entry form, so it is received during the Campaign Period.
11. Individuals can only enter the Campaign once. Multiple entries will be disregarded by the Promoter.
12. Incomplete or indecipherable entries are invalid.
13. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful

or other improper misconduct calculated to jeopardise fair and proper conduct of the Campaign. Errors and omissions may be excepted 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. The Promoter's legal rights to recover damages or other compensation from any person who has tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Campaign are fully reserved.

14. If there is a dispute about the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.

### Use of Personal Information

15. All entries become the property of the Promoter.
16. The Promoter handles *Personal Information* (in accordance with the Promoter's privacy policies, which can be viewed here:  
  
<https://www.poolwerx.com.au/privacy-policy/>  
  
and  
  
<https://www.redcross.org.au/privacy>
17. In consideration of the right to enter this Campaign, each entrant unconditionally and irrevocably assigns and transfers to the Promoter all right, title and interest in and to all copyright in any material created pursuant to that person's participation in any aspect of this Campaign.

### Limitation of liability

18. By entering this campaign, each entrant accepts full responsibility for their decision to participate in the Campaign. Each entrant irrevocably and unconditionally releases, forever discharges and waives any right to make a claim against the Promoter and its directors, officers and personnel in respect of any loss, liability (including liability for negligence), cost or damage of any kind suffered or incurred by an entrant as a result of, or in connection, with the acceptance of, and participation in, the Campaign.
19. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, loss of data, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available to it at law.
20. If for any reason this Campaign is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which affect the administration, security, fairness or integrity or proper conduct of this Campaign, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Campaign.