

2024 Glen Eira Leisure Lap It Up Club Competition – Terms and Conditions

The competition is a game of chance. By entering the competition, you agree to be bound by the following terms and conditions:

1. The competition is being run by Glen Eira City Council (**Council**) through Glen Eira Leisure (**GEL**), 200 East Boundary Rd Bentleigh East, 3165.

Eligibility

2. To be eligible to enter the competition, an entrant must:
 - a. be an active member of GEL's Lap It Up Club throughout the term of the competition (**Competition Term**), **8 April 2024 to 1 April 2025**;
 - b. complete the total distance of an Oceans Seven swim during the competition term;
 - c. agree to provide evidence of eligibility to enter the competition if selected as a Prize Winner.
3. Entrants under 18 years of age must have their parent or legal guardian's consent to enter the competition.
4. If an entrant is under 18 years of age on the date a Prize is awarded, it will be awarded to their parent/legal guardian. By approving the entrant's participation or accepting any Prize on the entrant's behalf, the entrant's parent/legal guardian agrees to be bound by these terms and conditions.
5. Council employees, contractors, Councilors, and their immediate families are not eligible to enter the competition.
6. All Prize Winners must meet the eligibility criteria stated in Clause 2.
7. Council reserves the right to disqualify any entrant who tampers with the entry process.

Entry

8. The competition opens on **Monday 8 April 2024 at 9 am**;
9. Eligible persons register for participation in the competition by completing and submitting the registration form available on Glen Eira Leisure's website [[Lap It Up Club | Glen Eira Leisure \(geleisure.com.au\)](https://www.geleisure.com.au)].
10. Limits of one entry per person for each Ocean Seven swim. This means that after completing one of the Ocean Seven swims, you must swim the total distance of a different Oceans Seven Swim to enter the competition again.
11. Registration will close at **5 pm on 31 March 2025**.

Prize draws

12. There will be one (1) prize draw at the end of each quarter of the competition term, each quarterly prize draw will take place on the following dates:
 - 12.1. 1 July 2024
 - 12.2. 1 October 2024
 - 12.3. 2 January 2025
 - 12.4. 1 April 2025
13. The Prize will be 1 month GEL Gold membership;
14. Winners for each prize draw (Prize Winner) will be drawn at random out of all eligible entries by a GEL staff member at the Glen Eira Sports and Aquatic Centre (GESAC);
15. GEL's decision is final, and no further correspondence will be entered into.

Notification

16. Within two (2) business days of each Prize draw, GEL will notify the Prize Winner by:

- 16.1. email, at the email registered with GEL; and
- 16.2. telephone, at the telephone number registered with GEL.
- 17. GEL reserves the right, at any time, before awarding a Prize to verify the validity of entries by requesting:
 - 17.1. proof that during the competition period, the Prize Winner was an active member of GEL's Lap It Up Club;
 - 17.2. proof of age of the Prize Winner; and
 - 17.3. proof of identification of the Prize Winner
- 18. If a Prize Winner:
 - 18.1. responds within seven (7) business days of the notification under clause 16, they will be deemed to have accepted their option to select a Prize (Winner's Acceptance); or
 - 18.2. fails to respond within seven (7) business days of the notification under clause 16, they will automatically forfeit their option to select a Prize, and a new Prize Winner may be selected.

If the Prize Winner is unable to prove their eligibility within seven (7) business days after being notified by Council under clause 16, they will automatically forfeit their option to select a Prize, and a new Prize Winner may be selected.

Prize selection

- 19. Prizes are not exchangeable or redeemable for cash or other goods or services.
- 20. A Prize cannot be transferred to any other person unless approved by GEL.
- 21. A maximum of one Prize will be awarded to an entrant at the end of each quarter of the competition period.

Personal information

- 22. Any personal information collected by GEL for this competition will be treated in accordance with the Privacy and Data Protection Act 2014 (Vic) and the Health Records Act 2001 (Vic). Council's Privacy Policy can be downloaded at: <https://www.gleneira.vic.gov.au/about-council/our-organisation/council-legislation-and-policies/privacy>
- 23. Entrants consent to GEL using their personal information provided in connection with its competition for the purposes of facilitating the conduct of the competition.
- 24. The first name and the suburb of residence of a Prize Winner may be used for competition purposes by GEL on GEL's social media accounts, and websites, unless the Prize Winner otherwise notifies GEL at the time of the Winner's Acceptance that they do not consent to their first name and suburb of residence being used for competition purposes by GEL.

General

- 25. Council is not liable for late, lost, incomplete, invalid, incorrectly submitted, illegible, corrupted or misdirected entries, claims or correspondence concerning the competition.
- 26. Council is not liable for any loss (including but not limited to any damage, claim, injury, cost or expense) suffered or incurred by any person in connection with or arising from the competition or redemption or use of a prize.
- 27. Council may determine not to conduct the Competition at its sole discretion. If, for any reason, any aspect of the Competition is not capable of running as planned, including because of tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of Council, Council may, in its absolute discretion, cancel, terminate, modify or suspend the Competition or invalidate any affected entries without any further recourse to the entrants.
- 28. If any act, omission, event or circumstance occurs which is beyond the reasonable control of GEL or Council and which prevents Council from complying with these terms and conditions, Council will not be liable for any failure to perform or delay in performing its obligations.
- 29. Council reserves the right to alter or amend these terms and conditions at any time without further recourse to the entrants.