

NPS REVIEW PROMOTION – AUSTRALIA AND NEW ZEALAND

Terms and Conditions of Entry

General

1. Information on how to enter the NPS Review Promotion (**Competition**) and prizes form part of the Terms and Conditions of Entry (**Terms and Conditions**).
2. Entry into this competition is deemed acceptance of these Terms and Conditions.
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
4. The Promoter is Narellan Pools Pty Limited (ABN 44 003 607 681) (the '**Promoter**'). The Promoter's address is Suite 403-410, Level 4, 4 Columbia Court, Baulkham Hills, NSW 2153.

Who can enter

5. Subject to the clauses below, entry is open to all residents of:
 1. In Australia:
 1. New South Wales,
 2. Australian Capital Territory,
 3. Victoria,
 4. Queensland and
 5. South Australia; and
 2. New Zealand

Who reside in a Narellan Pools franchisee serviced territory) who have fulfilled the requirements set out below ('**Eligible Entrants**').

6. Entrants must be over the age of 18, as of the date of entry.
7. Employees, and their immediate families, of the Promoter, associated agencies and companies, distributors, contractors or individuals or Narellan Pools franchisees and their immediate families, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step sister or 1st cousin.

How to enter

8. To enter Eligible Entrants must:
 - (a) Have a Narellan Pools pool installed by a Narellan Pools local pool builder (exclusions apply).
 - (b) Complete and submit a NPS review on your new Narellan Pools pool, which will be sent by email. An entry should be focused on reviewing your pool building experience (such as your experience with the Narellan Pools local pool builder and their team and whether you would recommend Narellan Pools to family, friends and colleagues etc).
 - (c) Register your details, including full name, daytime telephone number and e-mail address.
9. Once a NPS review is submitted, it will automatically be entered into the draw.

10. All valid entries will go into the draw to win. The method of draw will offer all applicable entries a random and equal chance of being drawn.
11. Entries submitted outside the Promotional Period will not be accepted.
12. Once submitted, an entrant cannot alter or delete their submission.
13. The time of entry will in each case be the time which the entry is received by the Promoter's system, not the time of transmission by the entrant.
14. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Incomprehensible, illegible, and incomplete entries may be deemed invalid.
15. It is the responsibility of the entrant to ensure that they have ongoing access to the email account used to submit their entry.
16. Entrants must purchase new pools only. The purchase of blemish pools, kit pools or spas are not eligible to win the competition.

Number of Entries permitted

17. Only one entry per household will be permitted. Entrants found to be submitting multiple entries may have all entries invalidated. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause.

Open, Close, Draw and Publish Dates

18. The competition commences on **1 June 2025 at 12:01 AM AEDT** and closes **31 December 2025 at 11:59 PM AEDT** ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
19. The prize draw dates are as follows:

	Prize draw commences	Prize draw ends	Prize draw conducted	Prize amount
1.	12:00 AM AEDT 1 June 2025	11:59 PM AEST 30 June 2025	10 July 2025	\$250 gift card
2.	12:00 AM AEDT 1 July 2025	11:59 PM AEST 31 July 2025	11 August 2025	\$250 gift card
3.	12:00 AM AEDT 1 August 2025	11:59 PM AEST 31 August 2025	10 September 2025	\$250 gift card
4.	12:00 AM AEDT 1 September 2025	11:59 PM AEST 30 September 2025	10 October 2025	\$250 gift card
5.	12:00 AM AEDT 1 October 2025	11:59 PM AEST 31 October 2025	10 November 2025	\$250 gift card
6.	12:00 AM AEDT 1 November 2025	11:59 PM AEST 30 November 2025	10 December 2025	\$250 gift card
7.	12:00 AM AEDT 1 December 2025	11:59 PM AEST 30 December 2025	12 January 2026	\$250 gift card

20. The winner will be notified by email and either in person or by telephone within two business days of the draw. Their last name, first initial and postcode will also be published within five business days of the draw at www.narellanpools.com.au and www.narellanpools.co.nz for at least 28 days.

21. It is the entrant's responsibility to ensure that they have ongoing access to the email account. The Promoter will take no responsibility if a winner's details are inaccurate or incomplete and the winner cannot be contacted.
22. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.

Prize on offer

23. The first valid entry drawn each month will win the entrant a digital \$250 eftpos gift card.
24. The total prize pool is valued at \$1,500 (including GST, if applicable), as at 9 May 2025.
25. The total number of competition winners in this competition is six. The prize on offer is:

Number of winners	Prize description	Value of each prize
7 Winners	\$250 gift card	AUD \$250

26. The Prize is only available for Eligible Entrants in our franchisee serviced territories across Australia and New Zealand.
27. The Prize is not transferable for cash.
28. The Prize must be taken as stated and no compensation will be paid if a winner is unable to use the Prize.
29. Lost or stolen gift cards will not be replaced or refunded.
30. Gift cards expire 3 years from the issue date, which may not be the date that the prize draw is conducted.
31. Any unused amount after the expiry date of the gift card will not be refunded or credited.
32. All Prize draws are final.
33. The Winner must allow the Promotor (or its nominee) to photograph/video the pool and the products upon handover at a time suitable to both the Winner and the Promotor (or its nominee). The Winner acknowledges that the Promoter may use the images/video in any advertising materials (including social media) that the Promoter considers appropriate.

Further Terms and Conditions

34. Any entrant found to have used a third party to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.

35. Any dispute, difference, controversy or claim arising out of, relating to or in connection with the Competition or these Terms and Conditions shall be resolved by arbitration.
36. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
37. Any entry that is made on behalf of an entrant by a third party, or otherwise by proxy, will be invalid.
38. The cost of accessing the website will be dependent upon the entrant's individual Internet Service Provider.
39. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
40. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
41. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated email address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
42. For an content that you submit, you grant the Promoter a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such content and/or incorporate such contact into any form, medium or technology throughout the world without compensation to you. This includes the right of the Promoter to republish all valid entries onto any of the Promoter's social media pages or in any digital or promotional communications.
43. By submitting a review to the Promoter, you guarantee that:
 - (a) You are the sole author and owner of the intellectual property rights in the content;
 - (b) All 'moral rights' that you may have in such content have been voluntarily waived by you;
 - (c) All content that you provide is accurate;
 - (d) You are at least 18 years old;
 - (e) Use of the content that you supply does not violate these terms and conditions and will not cause injury to any person or entity.
44. You further agree that you may not submit any review with content:
 - (a) that is known by you to be false, inaccurate or misleading;

- (b) that infringes any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy;
- (c) that violates any law, statute, ordinance or regulation (including, but not limited to, those governing, consumer protection, unfair competition, anti-discrimination or false advertising);
- (d) that includes information regarding price or method of payment;
- (e) that mentions any competitors;
- (f) that is, or may reasonable be considered to be, defamatory, offensive, obscene, libellous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;
- (g) for which you were compensated or granted any consideration by any third party;
- (h) that includes any information that references websites, URLs, addresses, email addresses, contact information or phone numbers; and
- (i) that contains any computer viruses, worms or other potentially damaging computer programs or files.

Privacy Collection statement

- 45. By submitting an entry into this competition entrant's consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
- 46. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <https://narellanpools.com.au/privacy-policy> or <https://narellanpools.co.nz/privacy-policy>. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Narellan Pools Pty Limited (ABN 44 003 607 681) of Suite 403-410, Level 4, 4 Columbia Court, Baulkham Hills, NSW 2153.

Copyright, Statutory guarantees, Waiver and liability

- 47. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
- 48. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
- 49. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

50. By entering the Competition, entrants agree to accept the Prize if they are drawn as the winner and warrant that they have considered any impacts as a result of receiving the Prize including any financial liability.
51. The Prize will be deemed claimed on the date the Promoter emails the Prize to the winner.
52. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition or if such a change is required to ensure the safety of the Promoter, its representatives and of entrants. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer-generated entries and the use "scripting" is not permitted and will not be accepted.
53. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
54. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), 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**').
55. 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; or (f) use of a prize.

Date: 9 May 2025