

# General Terms and Conditions

## 1. General terms and conditions

1.1 This draw is conducted by Lainson Group Pty Ltd (ACN 623 792 834) trading as Cronulla Pools ('we', 'us' and 'our'). The draw is conducted for the purposes of funding the Children's Cancer Institute Australia (ACN 072 279 559) ('**Benefiting Organisation**') in Australia pursuant to New South Wales community gambling legislation, including the *Community Gaming Act 2018* (NSW) and *Community Gaming Regulation 2020* (NSW).

1.2 For the purposes of these terms and conditions, '**Art Union**' means the Art Union operated by us and registered with the New South Wales Commissioner for Fair Trading, Department of Customer Service (Authority Number GOCAU/2560), '**Draw**' means the draw conducted by us, '**Terms and Conditions**' means this document and any other document incorporated by reference in these terms and conditions. A reference in the Terms and Conditions to the singular includes the plural and vice versa.

1.3 Additional terms and conditions apply to the Draw including the **Cronulla Pools Terms and Conditions** in this document, linked pages and Annexures.

1.4 The Draw Terms and Conditions, Cronulla Pools Terms and Conditions and any information on how to enter the Draw and purchase tickets, form part of the Terms and Conditions.

1.5 The Terms and Conditions apply to all entries into and/or prizes awarded in or arising from the Draw. We reserve the right to change the Terms and Conditions at any time without notice, subject to New South Wales community gambling legislation, by posting such changes on Draw/Cronulla Pools website at <http://www.raffletix.com.au/wannawinapool2024>.

1.6 The laws of New South Wales apply to the conduct of the Art Union and the construction of the Terms and Conditions.

## 2. Conditions of entry

2.1 To enter the Draw, a person must either purchase one or more tickets in the Draw, correctly complete the details required on the ticket order form, online purchase path or as requested by any of our representatives ('**Entry Details**') and nominate:

- (a) themselves;
- (b) themselves and another person together; or
- (c) another person

as the person on the ticket and the entrant in a Draw. Prizes from the Draw must be transferred to the person or persons named on the ticket at the time of purchase. Any prize will be registered in the name of the person or persons named on the ticket and no other person. A person purchasing a ticket, whether for themselves or someone else, is deemed to have agreed to and accepted these Terms and Conditions so far as they apply to purchasers of tickets.

2.2 A person who enters the Draw (**'you, your'**) is deemed to have accepted and agreed to the Terms and Conditions, unless you received the ticket as a gift. If you received the tickets as a gift, you may elect to cancel the ticket before the closing date of the Draw if you don't agree with the Terms and Conditions. If you do not cancel the ticket before the closing date, you are deemed to have accepted and agreed to the Terms and Conditions.

2.3 Entry in the Draw is open to residents of Australia who are at least 18 years old who are not ineligible for entry (**'eligible person'**). The following persons are ineligible for entry in the Draw:

- (a) a member of our management committee, including our board of directors and executive management;
- (b) our employees or employees of our subsidiaries;
- (c) a member of the management committee of the Benefiting Organisation, including their board of directors and executive management;
- (d) all other parties (and their employees and agents) directly engaged in conducting the Draw;
- (e) a family member of a person caught by paragraphs (a) and (b), including spouses, de facto spouses, parents, step-parents, siblings, step-siblings, children and adopted children; and
- (f) all people that are not residents of Australia.

2.4 You may not enter the Draw in the name of a corporate entity, a trust, a self-managed superannuation fund or other fund, an unincorporated association or a syndicate. Any entry where you are named "as trustee for" is also ineligible. Any trustee arrangements are internal matters for you or the purchaser and are not permitted to be stated on the ticket.

2.5 It is your responsibility as an entrant in the Draw to ensure that you are eligible under all applicable laws to accept the prize should you win the Draw.

2.6 We reserve the right to disqualify entries, in our sole discretion, in the event of non-compliance with the Terms and Conditions.

2.7 In the event that we are unable to contact the winner of any Draw prize despite our reasonable effort to do so, the prize will be held for a period of one month, after which it will be deemed as forfeited by the winner and another draw will take place to

determine a new winner. Once the previous winner is deemed to have forfeited their prize, they will not have any right or claim to the relevant prize.

2.8 In the event that a prize winner is unable to accept or receive the benefit of their prize for any reason, they will be deemed to have forfeited their prize and another draw will take place to determine a new winner. Once a winner is deemed to have forfeited their prize, they will not have any right or claim to the relevant prize.

### **3. Tickets**

3.1 We will issue a ticket to you after we receive:

- (a) all Entry Details; and
- (b) payment in full for the ticket

regardless of whether received from you or another person.

3.2 Once a ticket has been issued, the details associated with that ticket (including your name and address) cannot be amended or updated. Draw prizes must be transferred to the person or persons named on the ticket. For example: any prize home will be registered in the name of the person or persons named on the ticket and no other person.

### **4. Gift tickets**

4.1 Where a ticket is purchased as a gift the gift recipient, and not the purchaser, will be the entrant in the Draw.

4.2 The ticket must be purchased in the name of the recipient of the gift, not the purchaser.

4.3 By accepting the ticket as a gift and thereby being entered into the Draw, the gift recipient is deemed to have accepted the Terms and Conditions.

### **5. Multiple entrants**

5.1 A ticket cannot be purchased by a purchaser on behalf of themselves and another person.

### **6. Payments**

6.1 Tickets in the Draw must be purchased in Australian dollars via the following payment method:

- (a) Credit Card and Debit Card - Visa, Mastercard and AMEX.

6.2 Only entries that have been paid for in full will be included in the Draw.

6.3 Payments for the purchase of Draw tickets are not tax deductible.

6.4 A ticket issued also acts as the payment receipt for the purchase.

## **7. Refunds**

7.1 We will allow refunds for the purchases of tickets in an open Draw in the following circumstances:

(a) if you receive the tickets as a gift and you do not accept the Terms and Conditions;

(b) if we amend the Terms and Conditions and you do not accept the amended Terms and Conditions.

7.2 Refunds will be issued via the same method in which payment was originally received. If you received the ticket as a gift, the payment will be refunded to the purchaser and not to you.

7.3 We will refund the amount of the purchase in Australia dollars. We are not responsible for any currency conversion or associated fees if you are located outside of Australia.

## **8. Transfer of prizes**

8.1 Where we are unable to provide you with the nominated prize, or where we are unable to deliver a prize, including but not limited to due to a pandemic, natural disaster, fire, theft, destruction, or other circumstances beyond our control as may arise from time to time, we may at our discretion offer you a substitute prize or make alternative arrangements for the delivery and provision of any prizes in our absolute discretion.

## **9. Agents**

9.1 We may, from time to time, engage with third party agents to assist with provisioning the sale of tickets and facilitating entries in the Draw.

## **10. Privacy and Communications**

10.1 Your participation in the Draw constitutes an invitation for us to contact you in relation to, among other things, matters relating to your ticket purchase and to notify you of the outcome of the Art Union. Please refer to <https://www.cronullapools.com/privacy-policy> to view our Privacy Policy for information on how we deal with your personal information. At any time, you may elect to opt out of marketing communications.

10.2 To purchase tickets in the Draw, you must supply at least one method of contact for ticket issuance and service messaging. We reserve the right to send you service-related communications to you subject to our Privacy Policy regardless of your contact preference. These service-related communications may include, by way of example only, updates to the Terms and Conditions, to deliver tickets purchased,

updates to our privacy policy and anything else required to fulfil your purchase from us.

## **11. Disclaimer**

11.1 Any and all products, brand names, logos, images and/or trademarks as displayed or referred to on our website are owned by the respective trademark owners. We do not warrant to have an affiliation with any trademark owner referenced on this website.

11.2 We use all reasonable endeavours to ensure that information on this website is correct but we do not warrant the accuracy or completeness of the information provided and will not be held liable for any inaccuracy, omission, variation or error. Photographs and plans are for illustrative purposes only and may not be to scale or depict exact prize detail or size. Draw themes and prizes do not necessarily reflect our views or the views of our staff.

11.3 By entering the Draw, you acknowledge that these terms and conditions provide adequate warning of eligibility requirements, alternative prize arrangements and afford a reasonable opportunity for you to seek your own independent legal advice prior to taking transfer of the prize.

11.4 To the extent permitted by law, including pursuant to schedule 2 of the *Competition and Consumer Act 2010 (Cth)*, (**'Australian Consumer Law'**), we shall not be liable for any loss or damage of whatsoever nature however occasioned to any person by, through or in connection with the Draw (including but not limited to direct, indirect or consequential loss or damage or personal injury). We will not be liable to you or any winner for any financial consequences (including but not limited to any taxation liability (such as land tax or transfer duty) and/ or levy that may accrue to you or a winner, impact upon eligibility for or receipt of any pension, benefit allowance, superannuation or similar entitlement or any additional legal or other fees, including insurances on or after the transfer of any property) to you or the winner as a result of winning a prize.

11.5 Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- (a) to cancel your service contract with us; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

## **12. Additional conditions**

12.1 All prize values are listed in Australian dollars.

12.2 Prizes cannot be transferred or exchanged, and non-cash prizes are not redeemable for cash.

### 12.3 Cronulla Pools pool project (**Cronulla Pools Terms and Conditions**)

- (a) Where the prize is the Cronulla Pools pool project ('**Pool Project**'), you will receive a pool project of the specifications outlined at Schedule 1 of the Terms and Conditions at no cost to you, subject to conditions and exclusions.
- (b) The Pool Project will be provided for the prize winner only, to a residential property that the prize winner is the registered proprietor of, or ordinarily resides in with the registered proprietor.
- (c) The residential property where the Pool Project is to be undertaken must be located in greater Sydney, as indicated in the map at the end of these Terms and Conditions and marked "Figure 1".
- (d) Cronulla Pools is permitted to vary or alter the Pool Project, including the listed inclusions, in its sole discretion.
- (e) In the performance of the services outlined at Schedule 1 of the Terms and Conditions, Cronulla Pools will exercise reasonable skill and care in conformity with normal standards of industry practice.
- (f) Cronulla Pools recommends that you notify your building insurance provider of the work being completed and re-evaluate your insurance cover and property value, during the project and on completion of the work.
- (g) Throughout the Pool Project, Cronulla Pools and its contractors will make all reasonable efforts to minimise the property exposure to dust and dirt. A detailed clean may be required both during and on completion of the works, this expense will be the responsibility of the prize winner unless allowed for in the estimate.
- (h) The prize winner agrees to provide usage of power and water.
- (i) The prize winner agrees to make toilet facilities available to the builder and trades during constructions, unless otherwise stated in the contract.
- (j) The prize winner agrees to Cronulla Pools displaying and maintaining a sign and/or banner on site.
- (k) The prize winner agrees to provide access to the site for all appropriate tradesman, suppliers and the like at reasonable times during working hours.
- (l) Cronulla Pools will include the specifications outlined at Schedule 1 of the Terms and Conditions, which are part of the Terms and Conditions, as part of its services for the purposes of the Pool Project.

(m) The Pool Project must commence in the year 2025. If it does not commence prior to the conclusion of 2025, the rights of the prize winner to the Pool Project will expire.

(n) If Cronulla Pools deems in its sole discretion that the winner of the Pool Project Draw prize cannot meet any of the requirements of clause 12.3 of these Terms and Conditions, the winner will be deemed to be unable to accept or receive the benefit of their prize as dealt with and described in clause 2.9 of these Terms and Conditions.

#### 12.4 Full Landscape Design package

(a) Where the prize is the Full Landscape Design package (**'Landscape Design Package'**), you will receive a design plan for your outdoor spaces from Surround Landscape Design Pty Ltd (ACN 661 935 940) (**'Surround Landscape Design'**).

(b) The Landscape Design Package will be provided for the prize winner only, with respect to a residential property that the prize winner is the registered proprietor of, or ordinarily resides in with the registered proprietor.

(c) The residential property with respect to which the Landscape Design Package is to be provided must be located in greater Sydney, as indicated in the map at the end of these Terms and Conditions and marked "Figure 1".

(d) The Landscape Design Package must be claimed by the prize winner in the year 2025. If the prize winner does not claim the Landscape Design Package prior to the conclusion of 2025, the rights of the prize winner to the Landscape Design Package will expire.

(e) The Landscape Design Package will be provided in accordance with the terms, conditions and specifications agreed between the prize winner and Surround Landscape Design.

(f) We shall not be liable for any loss or damage of whatsoever nature however occasioned to any person by, through or in connection with the Landscape Design Package.

#### 12.5 Accommodation at Blue Gums

(a) Where the prize is "2 nights accommodation at Blue Gums", you will receive two nights accommodation at the property known as "Blue Gums" located in Mount Victoria NSW 2786 (**'Accommodation'**).

(b) The Accommodation must be booked through AirKeeper Pty. Ltd. (ACN 616 317 205) trading as AirKeeper (**'Booking Agent'**).

(c) The Accommodation must be booked in the name of the prize winner.

(d) Subject to availability of the Accommodation, the Accommodation must be booked for two consecutive dates in 2025. If the Accommodation is not booked prior to the conclusion of 2025, the rights of the prize winner to the Accommodation will expire.

(e) The Accommodation is not transferable, cannot be redeemed for cash or equivalent, and cannot be exchanged for alternative accommodation unless otherwise provided by the Booking Agent and/or the owner of the Accommodation.

(f) Any booking of, and stay at, the Accommodation is subject to the terms and conditions specified by the Booking Agent and/or the owner of the Accommodation.

(g) We shall not be liable for any loss or damage of whatsoever nature however occasioned to any person by, through or in connection with booking or staying at the Accommodation.

#### 12.6 Signed Sharks jersey and game day experience

(a) Where the prize is the “signed Sharks jersey and game day experience”, you will receive:

(i) a sports jersey from Cronulla-Sutherland District Rugby League Football Club Limited (ACN 002 692 186), also known as the “Cronulla Sharks” (**‘Sharks’**), signed by one or more Sharks players as decided by the Sharks in its sole discretion (**‘Signed Jersey’**); and

(ii) General Admission ticket(s) to a home game of the Sharks in 2025 and any other inclusions as specified by the Sharks in its sole discretion (**‘Game Day Experience’**).

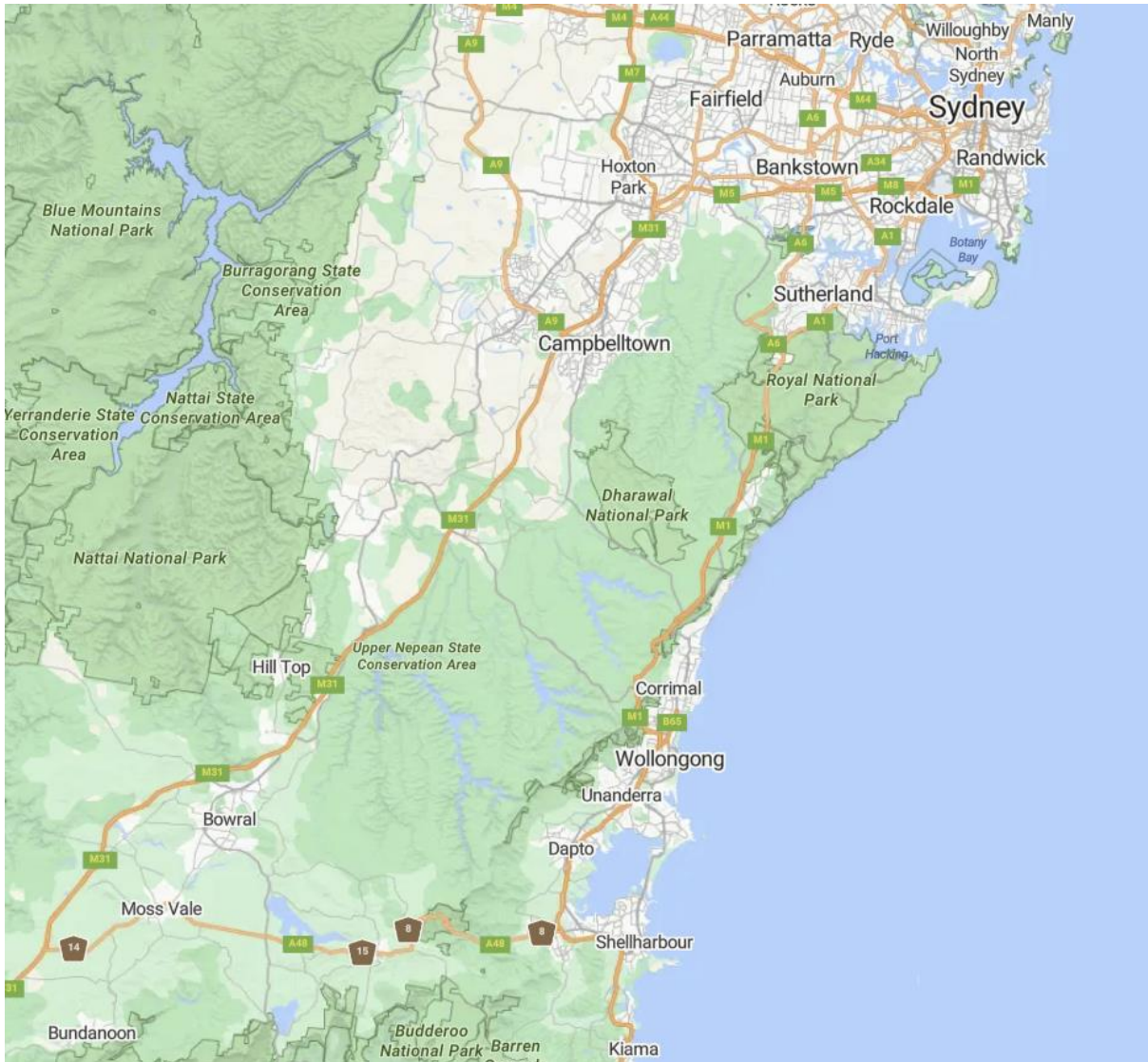
(b) The Signed Jersey and Game Day Experience are not transferable and cannot be redeemed for cash or equivalent.

(c) We do not make any promises or representations as to the identity of the players who will sign the Signed Jersey or the inclusions of the Game Day Experience other than General Admission to a home game of the Sharks in 2025.

(d) We shall not be liable for any loss or damage of whatsoever nature however occasioned to any person by, through or in connection with the Signed Jersey and/or Game Day Experience.



FIGURE 1



# SCHEDULE 1

**Pool Size:** 6m x 3m | **Depth:** 1.2m - 1.7m | **Coping:** 400mm

## Concept Pool Design

Preparation of a design package, including:

- Site Analysis - Preliminary offsite analysis including underground infrastructure assessment, ePlanning research and aerial images. Preparation of a pre site visit design brief. This is followed by an onsite consultation to gather information and build on the design brief.
- Concept Design Package - 2D package that outlines the spaces on the property and gesture the overall feel. The concept design package includes cover page, concept plans for the rear yard and concept images.
- Design Revision - Two revisions of the design with minor changes. Additional revisions due to design changes will incur an extra services fee. Amount is based on an hourly rate of 165/hour
- 3D renders

Design Exclusions (can be included at additional costs):

- Planting plan, lighting plan, more than 2 revisions, sourcing quotes for tiles, materials and plants

Complying Development Approval

- Documentation and CDC application including calculations and pool compliance plan.
- Site detail and level survey
- Assessment and issue of Complying Development Certificate
- Principal Certifying Authority (inspections)
- Assessment and issue of Occupation Certificate
- Structural engineers design specification for proposed concrete pool.
- Home Owners Warranty Insurance (HOW)

## Pool Build

Preliminaries + Excavation

- Preparation of the project. This includes onsite preparation and administrative tasks such as scheduling trades, setting up temporary fencing and installing signage.
- Carry out excavation of the proposed pool using either a 1.5 tonne excavator and cormidi runout to front yard to stockpile or a 5T excavator with bobcat runout.
- Cartage of excavated material to a licensed facility/tip site and tipping fees for clean spoil VENM only.
- Client to provide clear 1.1m wide access with 1650mmhigh clearance for 1.5T excavator.
- Client to provide clear 2m wide access with 2450mmhigh clearance for 5T

excavator.

### Formwork + Steel Fixing

- This phase includes measuring out the design and commencing construction of your proposed pool.
- Formwork for the proposed pool will be fixed up to +400mm above ground if required.
- We will supply a 50mm blue metal drainage layer and a plastic membrane moisture barrier.
- S12 pool structural reinforcement will be installed at 300mm centres with sub verticals (droppers) where the pool depth exceeds 1250mm.
- 32MPa high strength concrete will be pneumatically sprayed to the engineer's specified thickness.

### Plumbing + Filtration

- Install a skimmer box with 50mm suction line to filter, 2 x 50mm return lines from filter to pool, provision for solar or heating and 6 lineal metres of backwash line.
- All internal plumbing included is class 12 pvc. Pressure test all pipes.
- Pool equipment to be located within 6m of proposed pool otherwise additional pipe run charges will apply at \$44/m + gst per pipe. Electrical conduits will be installed for 2 x aquaquip multi coloured LED lights.

### Equipment

- Theraflo variable speed 1.0hp pump
- Naked NKD\_R Freshwater System
- Theraclear 255 glass media filter with media
- Naked pH automatic acid doser
- Chemical start up kit
- CPR chart
- Solar pool cover
- Madimack Eco 16kw electric heat pump
- Acoustic Box – size to be confirmed and location on spray day
- Dolphin S150 pool cleaner
- Aussie Undercover pool cover

### Lighting + Automation

- 2 x Aquaquip multi coloured lights with 20m cable and transformer.
- Theralux Pool + Manager automation allows you to monitor and control your pool and spa filtration, sanitation and heating as well as other pool and backyard amenities using smartphone connectivity.

### Pool Finishes + Beadcrete Interior

- Install coping screed bed and render waterline band using sand, cement and Laticrete 3701 mortar admix.
- Install coping and waterline tiles using Laticrete 335 premium flexible adhesive.
- Supply of waterline tiling from Ezzari basics range
- Supply and install Hide stainless steel stone insert skimmer lid.
- Grout tiles with Laticrete, Davco or Ardex with a colour to suit tile.
- Expansion joints will be siliconed in a colour to match grout.
- Your concrete pool shell will be prepared for your interior with an acid wash and pressure clean.
- All pipes and light fittings will be epoxy sealed.
- Supply and install Designerite Beadcrete 60% glass islands range.

#### Permanent Pool Fencing

- Supply and install 16m of glass pool fencing and one gate
- Polaris hardware

#### Handover + Commission Pool

Cronulla Pools includes a 4 week handover period from practical completion for all of our pools.

This 4 week period consists of:

- Commission all pool equipment and initial balance of pool water.
- Weekly visits from our technician to check and maintain pool water chemistry.
- Supply a Dolphin robotic pool cleaner, if not already included in your package, for 4 weeks to aid in the cleaning of your pool. Addition of minerals and/or salt after the curing period is complete.
- Provide a handover demonstration from one of our experienced pool technicians
- Supply a handover kit with every accessory required to assist with pool cleaning and maintenance which includes; 9m hose, 6ft-18ft telescopic pole, leaf scoop, vacuum head and brush

#### Additional Notes

Please see below some Terms and Conditions associated with this proposal.

#### **Performance**

In the performance of the Services, Cronulla Pools, will exercise reasonable skill and care in conformity with normal standards of industry practice.

#### **Insurance**

We recommend that you notify your building insurance provider of the work being completed and re-evaluate your insurance cover and property value, during the project and on completion of the work.

## **Cleaning**

Throughout the project, we will make all reasonable efforts to minimise the property exposure to dust and dirt. A detailed clean may be required both during and on completion of the works, this expense will be the responsibility of the client unless allowed for in the estimate.

## **Power**

The Owner agrees to provide usage of power and water, unless otherwise stated in the contract.

## **Toilet**

The Owner agrees to make toilet facilities available to the builder and trades during constructions, unless otherwise stated in the contract.

## **Signage**

The owner agrees to Cronulla Pools displaying and maintaining a sign and/or banner on site.

## **Site Access**

The Owner agrees to provide access to the site for all appropriate tradesmen, suppliers and the like at reasonable times during working hours.

## **Exclusions**

- Development application and all associated works if complying development is not applicable to site
- Any other consultants required but not listed including but not limited to geotechnical reports or inspections and soil testing
- Sewer peg out report
- Sydney Water building plan approval – including for BPA or relocation and encasement
- Demolition and clearing
- Contaminated spoil removal and overburden
- Rock excavation
- Additional construction work not listed in this proposal that arises from the landscape design when completed
- Additional pool surround
- Tree removal and associated approvals
- Landscaping work
- Core drilling
- Dewatering of water tables

- Back forming unstable ground ie. sand
- Provision of sewer gully or other approved outlet for waste water
- Installation of electrical and gas mains to filter location including meter upgrades
- Council refundable deposit + long service levy
- Tile sealing
- Decking
- Traffic control and management
- Council permits
- Relocation of existing services encountered during construction
- Additional light cables in excess of 20m
- Automated pool cover
- Non standard tiling; eg crazy pave, battens, risers
- Pool size and depth changes
- Additional pool benches
- Professional consultants; flood engineers, hydraulic engineers, arborist, environmental consultant
- Coping and surrounds tile supply
- Custom glass panels
- Non standard spigots