Terms and Conditions – 1 Week Free of Permanent Days - Long Day Care

The Promotion

1. "**We**", "**Us**", "**Our**" and "**Promoter**" are:
    a. Victorian YMCA Community Programming Pty Ltd (75 092 818 445) of 502/990 Whitehorse Road, Box Hill, telephone (03) 9403 5000 (**YMCA Victoria**).

2. These terms and conditions (**Terms**) govern the '1 Week Free of Permanent Days -Long Day Care' promotion being run by the Promoter (**Promotion**).

3. Participation in the Promotion is deemed acceptance of these Terms (including any subsequent variations to these Terms as provided for in clause 11).

4. 4. Subject to these Terms, all Eligible Persons will be entitled to receive one week of free care **(Offer)** for an Eligible Child enrolment at a Participating Centre. The free care will be equivalent to the customer's permanent booking as established within the first eight (8) weeks of enrolment. For example, if the permanent booking is for two (2) days per week, the Offer will provide two (2) days of free care within one week. If the permanent booking is for five (5) days per week, the Offer will provide five (5) days of free care within one week. The maximum value of the Offer is capped at five (5) days of care within a single week. The Offer is available to be redeemed at the following YMCA Victoria Early Learning Centres (**Participating Centres**)

    a) Clyde North YMCA Early Learning Centre;

    b) Clyde North Moroak Crescent YMCA Early Learning Centre;

    c) Craigieburn West YMCA Early Learning Centre;

    d) Cranbourne North YMCA Early Learning Centre;

    e) Derrimut YMCA Early Learning Centre;

    f) Epping North YMCA Early Learning Centre;

    g) Happy Days Macarthur Square (Early Learning Centre);

    h) Kororoit Creek YMCA Early Learning Centre;

    i) Lightning Reef YMCA Early Learning Centre;

    j) Mernda YMCA Early Learning Centre;

    k) Pakenham YMCA Early Learning Centre;

    l) Point Cook YMCA Early Learning Centre;

    m) Tarneit YMCA Early Learning Centre;

o) Taylors Hill YMCA Early Learning Centre;

p) Torquay YMCA Early Learning Centre;

q) Truganina South YMCA Early Learning Centre;

r) Wyndham Vale YMCA Early Learning Centre.

The Promotion is open to parents/guardians:

a. whose children have never (outside of the Promotion) been booked or attended any YMCA Victoria Early Learning Centre in Victoria; and
b. who have enrolled their Eligible Child in child care at a Participating Centre prior to 31 October 2026 (**Enrolment Date**); and

c. who have paid for their Eligible Child to participate in child care at a Participating Centre starting prior to 30 November 2026 for no less than 2 days per week for a minimum of 8 consecutive weeks totaling no less than 160 (one hundred and sixty) hours of care (**Paid Period**); and

d. who are not otherwise ineligible or excluded under these Terms,

(**Eligible Persons**).

5. Employees and directors of the Promoter and their immediate family members, retailers, suppliers, associated companies and agencies associated with the Promoter are ineligible to redeem the Offer (whether or not they meet the criteria outlined in clause 6 above). For the purposes of this clause an "**immediate family member**" includes any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

Terms of the Promotion

6. The Promotion is subject to the following Terms:

a. the Offer can only be redeemed during a single week (Monday to Friday (inclusive) and cannot be split over multiple weeks;

b. the Offer is non-refundable, non-transferable and not redeemable for cash or credit;

c. the Offer is non-refundable, non-transferable and not redeemable for cash in the event the eligible enrolment or booking is ceased before the full value of the Offer is used;

d. the Offer is only valid for long day care and excludes sessional or integrated kinder or any other services or programs offered by YMCA Victoria at Participating Centres (including but not limited to before school programs, after school programs, school holiday programs);

e. the Offer is only eligible to be applied to the value of discounting the entire day fee;

f. the Promotion is not valid in conjunction with other offers, unless approved in writing by the Promoter;

g. redemption of the Offer must commence prior to the Book Date outlined in clause 6c (**Offer Window**); and

h. the Eligible Child must be five (5) years or under at the Enrolment Date; and

i. all account fees and payments must be current and paid in full qualify eligibility to receive the Offer.

Promotion subject to availability

7. Access to the Paid Period and subsequently the Offer is subject to capacity limits and availability. If We are unable to provide the Offer at the particular Participating Centre that the Eligible Person wishes to receive them during the Offer Window, We may attempt to find suitable alternative dates for the Offer to be received. Eligible Persons acknowledge and agree that such re-booking will be at Our discretion and may not always be possible. If the Offer is not able to be redeemed by any Eligible Persons during the Offer Window then We will extend the window in order to enable you to receive the benefit of the Offer.

Multiple Entries

8. Only one entry per Eligible Child is permitted and any further entries by either the same or different Eligible Persons in respect of the same Eligible Child will be deemed invalid. Where a parent/guardian has more than one Eligible Child and is an Eligible Person with respect to each Eligible Child, that Parent/Guardian is entitled to receive the Offer in respect of each Eligible Child.

Legal

9. These terms and conditions may be amended by us at any time. Up to date terms and conditions can be found at https://childrensprograms.ymca.org.au/early-learning/enquire

10. The Promoter reserves the right, at any time, to verify the validity and eligibility of enrolments and enquires (including a child's identity, age and place of residence) and to disqualify any entrant who submits an enrolment that is not in accordance with these Terms or who tampers with the entry process or engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

11. Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**").

12. 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 in 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 part of the Offer that is not redeemed, 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 tax liability incurred by a participant or entrant; (e) taking and/or use of the Offer; or (f) the Promotion.

General

13. In the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside the Promoter's reasonable control that would reasonably prevent the Promotion from occurring or the Offer from being granted or used, the Promoter is entitled to cancel, terminate, modify or suspend the Promotion subject to written direction from any relevant regulatory authority if required.

14. If for any reason the Promotion is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond the Promoter's control which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter is entitled in its sole discretion to cancel, terminate, modify or suspend the Promotion subject to written direction from any relevant regulatory authority if required

15. As a condition of accepting the Offer, the Eligible Person must sign any legal documentation as and in the form required by the Promoter and/or offer in their absolute discretion, including but not limited to a legal release and indemnity form.

Privacy

16. By entering this Promotion, Eligible Persons agree to the Promoter's privacy policies available at:

    a. https://victoria.ymca.org.au/privacy-policys,

    and acknowledge that all information collected will be treated in accordance with the Promoter's privacy policies listed above.

17. The Promoter collects personal information in order to conduct the Promotion and may, for the above purposes, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, and as required, to regulatory authorities. Entry into the Promotion is conditional on providing this information. Personal information may be used for marketing purposes in the future. Entrants should use the system embedded within our electronic communications if they wish to opt out, access, update or correct information to the Promotor.