

Terms and Conditions - One Free OSHC Trial Session

The Promotion

1. “We”, “Us”, “Our” and “Promoter” mean Victorian YMCA Community Programming Pty Ltd (ABN 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 “One Free OSHC Trial Session” promotion being run by the Promoter (Promotion).
3. Participation in the Promotion is deemed acceptance of these Terms, including any subsequent variations made in accordance with clause 13.
4. Subject to these Terms, each Eligible Person is entitled to receive one free before school care or after school care session for an Eligible Child at a Participating Service (Offer). The Offer does not include any School Holiday Program session, Pupil Free Days or any other YMCA Victoria service or program.

The Promotion will run from Wednesday 7 October 2026 to Friday 18 December 2026, during Term 4, 2026, at all YMCA Victoria OSHC services.

Eligibility

5. The Promotion is open to families whose Eligible Child has not attended a YMCA Victoria OSHC service since May 2026 and who have not yet completed an enrolment for the Eligible Child under this Promotion, where the parent or guardian:
 - a. submits and completes an enrolment for the Eligible Child through the Xplor enrolment system;
 - b. provides all information and documentation required to assess and accept the enrolment, including any medical, health, additional needs, authorization, billing details or supporting information required for the safe care of the Eligible Child;
 - c. has the Eligible Child's enrolment accepted by YMCA Victoria before the trial session is booked;
 - d. books the trial session during the Promotion period and otherwise complies with these Terms; and
 - e. is not otherwise ineligible or excluded under these Terms (Eligible Person).
6. Completion of an enrolment does not guarantee acceptance of the enrolment, availability of a place, or a booking for the Offer. YMCA Victoria may request further information before accepting an enrolment or booking.

Terms of the Offer

7. The Offer is subject to the following conditions:
 - a. only one free session is available per Eligible Child;
 - b. the session must be either one before school care session or one after school care session;
 - c. the Offer does not apply to School Holiday Programs or Pupil Free Days;
 - d. once the enrolment has been accepted, the free session must be booked by the Coordinator of the Participating Service;
 - e. at least 48 hours' notice is required before the requested session;

- f.** the requested session, date and service are subject to available attendance places, service capacity, staffing, operational requirements and any applicable enrolment or safety requirements;
- g.** the free trial will be applied to the eligible booking and will remove the session cost for that booking;
- h.** the Offer is non-refundable, non-transferable and not redeemable for cash or credit;
- i.** the Offer is not valid in conjunction with another offer unless approved in writing by the Promoter; and
- j.** the Offer must be redeemed during the Promotion period.

Availability

8. The Offer is subject to availability. If the requested session is unavailable, the Participating Service may offer an alternative eligible day or session. An alternative booking is not guaranteed and remains subject to availability and these Terms.

Multiple Children

9. Only one Offer per Eligible Child is permitted. Any further attempt to redeem the Offer for the same Eligible Child will be invalid. Where a parent or guardian has more than one Eligible Child and meets these Terms for each child, the parent or guardian may receive one Offer for each Eligible Child.

Legal

10. The Promoter reserves the right to verify the validity and eligibility of any enrolment or booking, including a child's identity, age and relevant enrolment information, and to disqualify a person who does not comply with these Terms, tampers with the enrolment or booking process, or engages in unlawful or improper conduct that may jeopardise the fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any right does not waive that right.

11. Nothing in these Terms limits, excludes or modifies, or purports to limit, exclude or modify, the statutory consumer guarantees 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 liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, including its officers, employees and agents, is not responsible for and excludes liability, including in negligence, for personal injury or any loss or damage, whether direct, indirect, special or consequential, arising in connection with the Promotion or Offer, including technical difficulties, unauthorised access or third-party interference, loss or non-redemption of the Offer for reasons beyond the Promoter's reasonable control, any tax liability, or the taking or use of the Offer.

13. These Terms may be amended by the Promoter at any time.

14. If war, terrorism, a state of emergency, disaster, technical failure, fraud, unauthorised intervention or another event beyond the Promoter's reasonable control prevents the Promotion from operating as planned, the Promoter may cancel, terminate, modify or suspend the Promotion, subject to any written direction from a relevant regulatory authority where required.

15. As a condition of accepting the Offer, an Eligible Person must complete any documentation reasonably required by the Promoter in connection with the enrolment, booking or participation of the Eligible Child.

Privacy

16. By participating in the Promotion, Eligible Persons agree to the Promoter's privacy policy, available at <https://victoria.ymca.org.au/privacy-policy>, and acknowledge that personal information will be handled in accordance with that policy.

17. The Promoter collects personal information to administer the Promotion and provide education and care services. For these purposes, the Promoter may disclose personal information to its agents, contractors, service providers and regulatory authorities where required. Participation in the Promotion is conditional on providing the information required to assess the enrolment and booking. Personal information may also be used for marketing purposes in accordance with applicable law and the Promoter's privacy policy. Recipients may use the unsubscribe facility in electronic communications and may contact the Promoter to request access to or correction of their personal information.