

OAKLEY BATTLE CLIPS **TERMS & CONDITIONS**

1. STANDARD TERMS

- 1.1 Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these conditions of entry.
- 1.2 This is a Game of Skill where chance plays no part in the outcome and the winners will be selected by judges from Oakley and Surfing Australia and social media indicators.

2. WHO CAN ENTER?

- 2.1 Subject to clauses 2.2, and 2.3, entry is open to Australian residents who are aged 29 years and under as of 16th February 2018.
- 2.2 Entrants under 18 years old must have parental/guardian approval to enter and the parent/guardian must read and consent to these terms and conditions. Parents/Guardians may also be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this competition.
- 2.3 Employees and their immediate families of Luxottica Australia Pty Ltd ABN 58 054 141 150 ("Oakley"), Surfing Australia Ltd ACN 168 162 865 ("Surfing Australia") and participating dealers and agencies associated with this competition are not eligible to enter.
- 2.4 Residency eligibility: Competitors must be holders of Australian passport, Australian birth certificate, or current Australian citizenship documents. Proof of all the above will be on the onus of every competitor and can be requested by the Promoter at any time prior to, during or after the competition.

3. HOW TO ENTER AND CONDITIONS OF ENTRY

- 3.1 Complete competition entry form available on www.oakleybattleclips.com/entries.

This competition is designed to award the best surfer and filmer. As such, this competition can be entered into by either the surfer or filmer.

The person entering the competition warrants that they are entitled to use the film they have entered and that they own the intellectual property within the film. The Promoter can at any time request confirmation of the consent of the surfer and/or the filmer and the Promoter can reject any entry where it is not satisfied that the consent of the surfer and/or the filmer has been given.



- 3.2 For the purposes of awarding the prize, only the person named as the surfer on the entry form can be awarded the cash prize, and only the person named as filmer on the competition entry form can be awarded the Nikon e-store credit.

If entered by the filmer on behalf of the surfer, the surfer must be available and eligible for international travel from 5th to 19th December 2017. If surfer is not available to travel in this period, the entry will be deemed null and void and their place will be forfeited. The filmer is not required to travel for the purposes of this competition.

- 3.3 If selected, competitors under the age of 18 will be required to provide appropriate approval documentation, including waivers and disclaimers.
- 3.4 Download the Oakley Battle Clips competitor pack consisting of music selection and Oakley Battle Clips bumpers at www.oakleybattleclips.com/entries.
- 3.5 Content specifications: All content entered into the competition must meet the following standards - Format: H264 (MP4, MOV) / Resolution: 1920x1080 / 25 frames per second.
- 3.6 Qualification Round: Submit a 60 second surf edit complete with the music and branding supplied within the Oakley Battle Clips competitor pack found at www.oakleybattleclips.com/entries (Filmers, you may submit as many edits as you like, subject to the terms outlined in clause 3.1.)
- 3.7 Man-on-Man clip battles: The top 16 surfers as selected by the Promoter will be paired into 8 man-on-man matchups based on a points seeding from the qualification round. Each man-on-man matchup will consist of one heat in which surfers submit a video of their best air, barrel and turn. There will be one video per heat, created by Surfing Australia, putting the surfer's manoeuvres side by side. The winning surfers of each matchup (8 surfers total) as determined by the judging criteria outlined in section 4 of these terms and conditions, will progress to the semi-final.
- 3.8 Semi-Final (Best Ride): The top 8 surfers as selected by the Promoter will go into an 8-man semi-final. Each surfer will submit a video of their "Best Ride". Best Ride is determined the most outstanding performance on a single wave ride. This could include a combination of manoeuvres, a critical barrel ride, or a big wave.
- 3.9 FINAL "Best Film Part": Top 4 go to Hawaii to shoot a short film shot by Surfing Australia. Each surfer receives a 2 minute film part created by mySURF.tv.
- 3.10 AWARD CEREMONY: The winner will be announced and awarded their prize at the nudie Australian Boardriders in Newcastle on 16th February 2018.



- 3.11 Each round is judged according to the criteria set out in section 4.
- 3.12 Should an entrant's contact details change during the competition, it is the entrant's responsibility to notify the Promoter.
- 3.13 Entrants who do not fill out all the required fields in entry forms will be ineligible to enter the competition.
- 3.14 Entries must be the sole property of the person who submits the entry, or entrant must have official documentation giving full rights of the content to the entrant.
- 3.15 Entries must be free of copyright (except as allowed in these terms and conditions) including but not limited to footage, music and corporate logos.
- 3.15 As a condition of entering this competition, the entrant warrants to the Promoter that:
- a) The entry does not infringe the intellectual property rights or moral rights of any third party; and
 - b) The entrant has obtained permission from any third party appearing or participating in the entry
- 3.16 As a condition of entering this competition, Entrants hereby assign to the Promoter, all right, title and interest in and to all intellectual property rights (including copyright but excluding moral rights) in any material created pursuant to the entrant's participation in any aspect of the competition ("Works"). Entrants acknowledge that the Promoter is free to use the Works and to exercise its rights in relation thereto and the entrant will not be entitled to any fee for such use.
- 3.17 The Promoter reserves the right to verify the validity of entries and to disqualify any entry which in the opinion of the Promoter, includes objectionable content, profanity, nudity, racial slurs, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Conditions of Entry or who has, in the opinion of the Promoter, engaged in conduct in entering the competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the competition and/or the Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause. Any entrant disqualified under this clause is prohibited from any further participation in the competition.
- 3.18 In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in any media whatsoever throughout the world for an



unlimited period and the winner will not be entitled to any fee for such use. As a condition of accepting a prize, if requested by the Promoter, a winner must sign the Promoter's deed of release in relation to promotion and deed of indemnity and exclusion of liability.

- 3.19 Costs associated with entering the competition remain an Entrant's responsibility and may vary including but not limited to the cost of your internet provider service.

4. JUDGING THE WINNER

- 4.1 Entries will be judged by a panel from Oakley, Surfing Australia and social media indicators such as likes, comments and views.

Competitors will receive the following points for social media engagement;

Like = 1 vote

Video View = 1

Share = 50 votes

On the Facebook platform, only the original posts posted by the competitors and mySURF.tv will be counted in the social media voting process. On the Instagram platform, all entries where the unique hashtag #oakleybattleclips is present, will be counted in the social media voting process.

This is a game of skill and chance plays no part in determining the outcome.

- 4.2 Weighting of the judging panel will be as follows;

Oakley = 33%

Surfing Australia = 33%

Social media indicators = 33%

- 4.3 The criteria for judging will be based on but not limited to;

Qualification Round: Innovation, progression, style.

Man-on-Man "Air, Barrel, Turn": Technique, innovation, style, degree of difficulty.

Man-on-Man "Best Ride": Innovation, progression, style, combination of manoeuvres, size of wave, degree of difficulty.

FINAL "Best Film Part": Innovation, progression, style, degree of difficulty.



5. THE PRIZE

- 5.1 \$20,000 AUD cash prize – This cash prize will be awarded to the surfer named on the competition entry form.
- 5.2 \$5,000 AUD in Nikon store credit – This prize will be awarded to the filmer named on the competition entry form. If no filmer is registered on the entry form, the Nikon prize will be awarded to the surfer.
- 5.3 Prizes to be honoured by Promoter.
- 5.4 For the purposes of awarding the prize, only the person named as the surfer on the entry form can be awarded the cash prize, and only the person named as filmer on the competition entry form can be awarded the Nikon e-store credit prize, unless there is no filmer registered on the entry form, in which case the Nikon prize will be awarded to the winning surfer.
- 5.5 The prizes will be awarded at the sole discretion of the Promoter and there will be no appeals process.

6. CRITICAL DATES

- 6.1 The Qualification Round opens at 9am (AEDST) on 1st September 2017 and closes at 12:00am (AEDST) 30th September 2017. Entrants must participate in the Round 1 Qualification Round in order to advance in the competition.
- 6.2 Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Illegible, incomprehensible and incomplete entries will be deemed invalid. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise including those entries not received by the Promoter.
- 6.4 Round 2 (Man-on-Man) Best Air, Barrel & Turn: Entries open/close – 21st October to 3rd November 2017.
- 6.5 Round 3 (Best Ride): Entries open 10th November to 23rd November 2017
- 6.6 Round 4 (4 Man Final): Trip to Hawaii commences/returns 5th to 19th December 2017.



- 6.7 The finalists will be notified on the 25th November 2017 and will be required to travel to Hawaii on the 5th December 2017.
- 6.8 Award ceremony: The award ceremony will take place at the nudie Australian Boardriders Battle on the 16th November 2018 (Location to be announced on 2nd September 2017). Competitors will be encouraged to attend at their own expense.
- 6.9 If after three (3) attempts to contact a finalist over a period of 72 hours after determination, if the Promoter has been unable to do so, the entrant may be disqualified. In the event it is determined that a potential winner has not complied with these terms and conditions, has failed to execute and return any required documents within the specified time period, has made false statements or prize notification is returned as undeliverable, then such potential winner will be disqualified. Should a winner make any false statement(s) in any document required by Promoter or prize supplier, such winner will be disqualified and required to promptly return the value of his/her prize. If a potential winner is disqualified for any reason, or if a potential winner refuses their prize, at Promoter's discretion, the prize may be awarded to an alternate winner. Further, Promoter reserves the right to forfeit or award any unclaimed or leftover prizes at its sole discretion.

7. CONTENT RIGHTS AND ELIGIBILITY

- 7.1 Content submitted for the purposes of this competition can be of any age. Meaning there is no date before which the content must be captured, in order to be eligible for this competition.
- 7.2 Music: Only fully licenced music can appear within the content submitted. Any content submitted without authorised music clearance shall deem the entry null and void. Ensuring music has appropriate clearance is the responsibility of the entrant. If the entrant does not have licenced music, the entrant can select and download the music provided on the competition website at www.oaklebattleclips.com.
- 7.3 Any submission that violates or infringes (or may infringe) any copyright, trademark, logo, or other proprietary right of any person living or deceased or entity, or is otherwise objectionable in the Promoter's sole discretion, will not be considered and will be disqualified. Entry submissions that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libellous, obscene, not consistent with Oakley's (the brand) image or that otherwise contain inappropriate content or objectionable material as determined by the Promoter in its sole discretion will not be published and will be disqualified. If, in the Promoter's sole discretion, any entry submission appears to have resulted in any property damage, injury or bodily harm, it will be rejected.
- 7.4 Any unlawful content submitted will be referred to the appropriate authorities by the Promoter.



- 7.5 Any erroneous or incomplete entry form (notably wrong hashtag) cannot be taken into account and will be considered null and void. In particular, entry forms will not be taken into consideration if the contact information provided is incorrect or incomplete, if they do not comply with the terms of these terms and conditions, if they are submitted multiple times, or if they are sent after the end of the competition and/or relevant deadlines.
- 7.6 Any attempt to pirate the vote system or repeated registration with wrong email address will lead to disqualification of the entry(s). Further to a control carried out after the registration of the entry, the Promoter reserves the right to disqualify an entry in the event of any of the cases described above.
- 7.7 Submissions for this competition can be made by the surfer or the filmer. Submissions made by the filmer require the filmer to have written consent of the surfer appearing in the content supplied. Filmer can only enter on the behalf of one surfer. Proof of the surfer's consent can be requested by the Promoter at any time before, during or after the competition.
- 7.8 Submissions made by the surfer require appropriate clearance of content by content creator. Proof of this consent can be requested by the Promoter at any time before, during or after the competition.

8. CONDITIONS REGARDING WINNING THE PRIZE

- 8.1 If the winner of the prize is under the age of 18 years, the prize can be awarded to the winner's nominated parent or guardian on behalf of the winner.
- 8.2 The selected finalists for the Round 4 "4 Man Final" as described in these terms and conditions will take part in shooting a surf film in Hawaii from the 5th to 19th December 2017. Each will receive a minimum 2-minute film "part" created by mySURF.tv and Surfing Australia. The best film part according to the judging criteria outlined in section 4 of these terms and conditions will be deemed the winner. The winner will win AU\$20,000 and \$5,000 in Nikon e-store credit for the filmer on the winner's entry.
- 8.3 Entrants selected for the 4 Man Final and their parents/legal guardian will be required to complete, sign and return a release of liability deed (in favour of the Promoter) prior to competing in the final. This deed will be sent by the Promoter to all the finalists selected for the 4 Man Final.
- 8.4 Travel is valid only during the dates outlined in section 6 of these terms and conditions. In the event that the entrant is unable to travel during the stipulated period then he/she forfeits the entire trip with no further compensation or further liability of the Promoter.



- 8.5 Entrants will be responsible for providing all travel documents and identification acceptable to airlines, security and relevant government agencies.
- 8.6 Flights are subject to the fare rules and General Conditions of Carriage of the relevant carrier. The Promoter is not responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the entrant. The entrant is responsible for the payment of any applicable airline excess baggage fees or other fees, taxes and surcharges.

Travel expenses paid for by the Promoter for participants in the 4 Man Final shall be limited to:

- a) one round trip ticket (for the entrant) in economy class from their nearest Australian capital city; and
- b) a twin share room accommodation in Hawaii during the dates outlined in these terms and conditions. It is expressly stipulated that any problem relating to visas, insurance, particularly civil liability, repatriation and/or travel assistance insurance, will be at the sole expense of the winner and remain at his/her sole discretion. No food expenses will be included.
- 8.7 The prize will be awarded to the single entrant who submits the entry and the entrant indemnifies the Promoter from any actions that arise from third parties regarding claim to the prize or any share of the prize.
- 8.8 The prizes are not transferable.
- 8.9 Prizes are non-negotiable and not redeemable for cash, credit or merchandise except as specified. No substitutions or cash redemption of the prizes is permitted except that Sponsor retains the right to substitute a prize of comparable or greater retail value. Additional restrictions may apply.
- 8.10 All taxes are the sole responsibility of the winner. Promoter is in no way responsible for any tax implications of the winner accepting the Prize. The winner will solely be liable for the payment of any taxes or fees which may be due in respect of any sums paid in connection with the competition. No purchase of any kind is necessary in order to enter the competition or win any prize, and chances of winning are not enhanced by making any purchases.
- 8.11 The winner of the prize should seek independent financial advice about any tax implications that may arise from the prize winnings.
- 8.12 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. 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 these rights.



- 8.13 In participating in the competition, the winner agrees to participate and co-operate as required in all editorial activities relating to the competition, including but not limited to being interviewed, filmed for broadcast and photographed. The winner agrees to grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use.

9. RELEASE OF LIABILITY:

- 9.1 Participation in this competition can be inherently dangerous. Entrants acknowledge that they are exposed to certain risks during the competition including but not limited to physical hazards, unpredictable and dangerous surf and weather conditions, equipment contact and use and actions by other competitors. Entrants acknowledge that accidents can and often do happen which may result in serious injury or even death, or damage of property. Entrant must voluntarily read and understand this warning and accept and assume the inherent risks in the competition.

Entrant acknowledges and agrees that Promoter is not advocating or suggesting the performance of dangerous tricks, tricks above entrant's skill level or tricks that should only be performed by a professional.

Entrant acknowledges and agrees that the Promoter has no responsibility whatsoever for injuries, losses, or damages of any kind that result from entering into the competition or receipt, acceptance, possession, or use of any prize. The entrants as well as their parent or guardian (where the entrant is under 18 years of age) fully release and forever discharge the Promoter as well as any of its affiliates from all claims, damages, actions, suits or judgements that may arise from any of injury of any kind that the entrants may sustain while participating in or attending the competition.

10. PROMOTER AND PRIVACY POLICY

- 10.1 By agreeing to these terms and conditions the entrants agree to receive marketing and updates from mySURF.tv and Oakley. All other details and information will remain confidential and will not be distributed to third parties. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). If entrants have any concerns or queries about the way their personal information is managed by the Promoter, they should contact the Surfing Australia, PO Box 928 Coolangatta, QLD 4225 or emailing info@surfingaustralia.com.au. A copy of the Promoter's privacy policy can be viewed at www.surfingaustralia.com/p/terms-and-conditions. The privacy policy contains information about how entrants can gain access to or seek correction of personal information that the Promoter holds about them. It also contains information about how entrants can make a privacy complaint and how the Promoter will deal with it.
- 10.2 This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Eligible persons understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an eligible person provides will only be used for the purposes outlined in these terms and conditions. Any questions, comments or complaints about this competition must be directed to the Promoter and not to Facebook or



Instagram. Entry into the competition is deemed acceptance of the terms and conditions of any relevant social media platform's terms and conditions including but not limited to Facebook's terms and conditions of use and related rules on www.facebook.com. Eligible entrants completely release any relevant social media platform, including but not limited to Facebook and Instagram, from any and all liability in connection with this competition.

10.3 The Promoter reserves the right to amend these terms and conditions from time to time.

10.4.1 The Promoter is Surfing Australia of Suite 215 The Strand, 72-80 Marine Parade, Coolangatta, QLD, 4225. Phone (07) 5599 3800

