



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 terms and conditions of entry.
- 1.2 This is a game of skill where chance plays no part in the outcome and the prize winners will be selected as detailed in these terms and conditions including by judges from Oakley South Pacific Pty Ltd (ABN 47 090 585 149) ("Oakley") and Surfing Australia Ltd (ACN 168 162 865) ("Promoter") and with the use of the Social Media Indicator.

2. WHO CAN ENTER?

- 2.1 Subject to clauses 2.2, and 2.3, entry is open to Australian citizens who are aged 29 years and under as of 17th February 2017.
- 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 Oakley, Promoter and participating dealers and agencies associated with this competition are not eligible to enter.
- 2.4 Residency eligibility: Entrants 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 Entrant and can be requested by the Promoter at any time prior to, during or after the competition.
- 2.5 There is a limit of one entry per person into the competition. A filmer can not enter two different surfers and a surfer can not be featured by more than one filmer.

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 surfers 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 the filmer and the Promoter can reject any entry where it is not satisfied that the consent of the surfer and the filmer has been given.

For the purposes of awarding the prizes, only the person named as the surfer on the competition entry form can be awarded the cash and trip prizes, and only the person named as filmer on the competition entry form can be awarded the Nikon prize. If there is no filmer nominated on the registration form, the Nikon prize will be awarded to the surfer.

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 2016. 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.

- 3.2 If selected, all Entrants under the age of 18 will be required to provide appropriate approval documentation, including waivers and disclaimers and written consent of his/her parent or guardian.
- 3.3 It is not a requirement to shoot all new footage for this competition. Entrants can submit seen before content for all rounds except for the Final Round which will be shot by Surfing Australia.
- 3.4 How to enter the competition;

STEP 1

Complete competition registration form available at www.oakleybattleclips.com/entries and download the Oakley Battle Clips 'competitor's pack' consisting of music and Oakley Battle Clips bumpers. It is mandatory that all entries use only the music provided. This music has been purchased by the Promoter and is officially cleared for digital use. Use of this music by Entrants for the purposes of this competition is free of charge.

STEP 2

Upload your 1 min video clip complete with Oakley Battle Clips bumpers and cleared music to your personal Instagram page to complete your entry into the qualification round. All entries must tag the below:
#oakleybattleclips

@oakleysurfing

@mysurftv

Share your clip on Facebook and encourage likes, comments and shares to increase your chances of winning!

STEP 3

The top judged 16 entries from the Qualification Round will be paired into 8 man-on-man matchups based on a points seeding from the Qualification Round. The Man-on-Man points seeding will work as follows; 1 vs 16, 2 vs 15, 3 vs 14, 4 vs 13, 5 vs 12, 6 vs 11, 7 vs 10, 8 vs 9.

Each matchup will consist of three heats (Air, Barrel, Turn). There will be one video per heat, putting the surfers' manoeuvres side by side. The winner of the best of three heats progresses, as determined by the judging criteria outlined in section 4 of these terms and conditions.

You will be contacted directly by mySURF and will be required to provide the following additional clips over email:

1 clip of your 'Best Air'

1 clip of your 'Best Barrel'

1 clip of your 'Best Turn'

The man-on-man heat videos will be edited by the Promoter and uploaded to the mySURF.tv Instagram page. The Entrant will be notified by "tag" when his/her videos are uploaded and ready to be shared to his/her followers for voting.

STEP 4

Top 8 surfers will advance to the Semi-Finals. You will be contacted by mySURF and will be required to provide one clip of your 'Best Ride' (think futuristic combinations, big waves, long rides).

STEP 5

Top 4 surfers will progress to the Final. You will be flown to Hawaii to film the Oakley Battle Clips surf film in which you will have a 2-3min part which will be judged. The finalists will be notified by 23rd November and will be required to travel to Hawaii from the 5th to 19th December 2016.

STEP 6

The Oakley Battle Clips film will premiere at a special screening in Newcastle at the Nudie Australian Board Rider's Battle final in Newcastle on February 17th 2017 where the overall winner will be announced!

CONTENT REQUIRED FOR THIS COMPETITION:

ROUND 1: QUALIFICATION (ALL)

1 x Surf Edit video clip (1 min)

ROUND 2: MAN-ON-MAN BATTLES (TOP 16)

1 x 'Best Air' video clip

1 x 'Best Barrel' video clip

1 x 'Best Turn' video clip

1 x 'Best Ride' video clip

ROUND 3: SEMI-FINAL (TOP 8)

1 x 'Best Ride' video clip which can consist of anything from heaving barrels to progressive combinations

ROUND 4: FINAL (TOP 4)

1 x 2-3 min 'Battle Clips Film part' to be filmed in Hawaii

Content specifications: Format: H264 (MP4, MOV) / Resolution: 1920x1080 / 25 frames per second.

Filmers will not be invited to attend the Hawaii film shoot.

- 3.5 **AWARD CEREMONY:** The winner of the Final will be announced at the nudie Australian Boardriders Battle on 17th February 2017 (location to be announced 2nd September 2016).
- 3.6 Each round is judged according to the criteria set out in section 4 of these terms and conditions. Voting by liking and sharing is open any time after the entry is uploaded to Instagram and facebook with the correct tags #oakleybattleclips @oakleysurfing @mysurftv
- 3.7 Should an Entrant's contact details change, it is the Entrant's responsibility to notify the Promoter.
- 3.8 Entrants who do not fill out all the required fields may be ineligible to enter the competition.
- 3.9 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.

- 3.10 Entries must be **free of third party copyright** including but not limited to footage, music and corporate logos. It is mandatory that Entrants use the music provided in the competitor pack (available at www.oakleybattleclips.com/entries). This music has been purchased by the Promoter for the purpose of providing fully licenced music to all Entrants. There is no fee to Entrants for the use of this music for the purposes of this competition. Any content submitted for this competition that does not comply with this condition will deem the entry null and void.
- 3.11 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.
- 3.12 As a condition of entering this competition, Entrants hereby agree to grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the Entrants will not be entitled to any fee for such use.
- 3.13 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 terms and conditions 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.
- 3.14 In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the Promoter and Oakley to use the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in competition and/or 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.

3.15 Costs associated with entering and participating in the competition (subject to these terms and conditions) remain an Entrant's responsibility and may vary including but not limited to the cost of internet provider service.

4. **JUDGING THE WINNER**

4.1 Entries will be judged by a panel from Oakley and the Promoter and the use of an Social Media Indicator.

4.2 The Social Media Indicator takes into accounts likes and shares on Instagram and Facebook. Each entry will be awarded a Social Media Indicator score on the following basis.

Qualification round;

Like = 1 point per like

Shares = 5 points per share

Man-On-Man rounds 1, 2 & 3;

Vote = 1 point per vote

Semi Final "Best Ride";

Like = 1 point per like

Shares = 5 points per share

Final "Best Part" round;

Like = 1 point per like

Shares = 5 points per share

4.3 Weighting of the judging for each entry will be as follows:

Oakley - 25%

Promoter - 25%

Social Media Indicator - 50%

4.4 The criteria for judging will be based on the surfing showcased in the video content. As such, it is a requirement that footage must show the surfer riding out of each manoeuvre. POV footage is not considered eligible footage for this competition.

Qualification Round: Surfing Innovation, progression, style and quality of edit.

Round 1 “Air” (Man-On-Man): Progressive, above the lip manoeuvres, style and degree of difficulty. Judged on surfing only.

Round 2 “Barrel” (Man-On-Man): Length, depth, style and degree of difficulty. Judged on surfing only.

Round 3 “Turn” (Man-On-Man): Power, flare and style. Judged on surfing only.

SEMI FINAL “Best Ride”: Innovation, progression, style, combination of manoeuvres and size of wave. Judged on surfing only.

FINAL “Best Film Part”: Innovation, progression, style and degree of difficulty.

5. THE PRIZES

- 5.1 The four (4) surfers judged the winners of the Semi Final will each win a trip to Hawaii (as detailed in these terms and conditions) and the ability to compete for the major prize.

Included in this prize is;

- a) one round trip ticket (for the surfer) in economy class from his/her nearest Australian capital city;
- b) a twin share room; and
- d) Airport transfers
- e) Local transport to surf breaks will be provided by the Promoter; and
- c) No incidental, food or other expenses will be included

Total prize value per person \$5,000.

- 5.2 The surfer winner of the Final will win a \$20,000 AUD. This cash prize will be awarded to the surfer named on the competition entry form. The winner of the cash prize will receive from the Promoter a cheque in the winner's name or a direct bank transfer into the winner's nominated bank account in the sum of \$20,000.
- 5.2 The filmer on the entry form with respect to the surfer winner of the Final will win a \$5,000 AUD Nikon prize. The Nikon prize consists of \$5,000 Nikon e-store voucher. The Nikon prize will be awarded to the filmer named on the competition entry form.
- 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 and trip prizes, and only the person

named as filmer on the competition entry form can be awarded the Nikon prize.

- 5.5 Prizes are not transferable and cannot be redeemed for cash. Prizes must be taken as described and no compensation will be payable if a winner is unable to use the prize as described.
- 5.6 The prizes will be awarded at the sole discretion of the Promoter and no appeals process will be awarded.
- 5.7 In the event that a prize item is unavailable despite the Promoter's reasonable endeavours to procure it, the Promoter reserves the right to substitute a different prize of equal or greater value.
- 5.8 Prizes and participation in the competition are subject to any conditions imposed by the supplier or organiser of the prizes, as applicable, subject to the approval of the relevant authorities, if required.
- 5.9 Where a prize includes international or domestic travel, the prize must be booked and completed as specified by the Promoter and/or the supplier or organiser of the prize. If the prize is event based, travel must be taken to coincide with the relevant event on the dates specified by the Promoter. Any flights and accommodation constituting part of a prize are subject to booking and availability. All costs associated with a travel prize which are not specified to be included in the prize, including but not limited to any transfer costs, meals, taxes, insurance and other ancillary costs, are the responsibility of the winners. The winners are responsible for ensuring that they have all necessary travel insurance and documents to travel to the relevant place (including, without limitation, a current passport and visas, if required). 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 winners. Where a prize includes international travel, the winners are advised to consult their healthcare professional regarding recommended immunisations and/or health checks prior to travelling and to check for travel warnings and any perceived hazards with appropriate authorities, including www.dfat.gov.au.
- 5.10 If the prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher. If the total value of a voucher is not used at the time of redemption, a new voucher may (subject to the conditions stipulated by the provider) be issued for the remaining amount. Any such further voucher is valid for the remainder of the

original voucher expiry period. Vouchers cannot be redeemed for further vouchers.

- 5.11 If the prize includes tickets, all tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.

6. **CRITICAL DATES**

- 6.1 The Qualification Round opens at 9am (AEDST) on 1st September 2016 and closes at 12:00pm (AEDST) 30th September 2016. Entrants must participate in the Qualification Round in order to advance in the competition.
- 6.2 Entries in the Qualification Round will be deemed entered into the Competition at the time the video is successfully posted to Instagram and the Promoter has the ability to view the video and not at the time of transmission. Entries into subsequent rounds to the Qualification Round 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 **Man-on-Man Battles:** 31st October to 11th November
- 6.7 **Man Semi Final (Best Ride):** 14th to 21st November
- 6.8 **Round 5 (4 Man Final):** Trip to Hawaii commences/returns 5th to 19th December 2016
Round 5 Voting: 3rd to 9th January 2016
- 6.4 The finalists will be notified on the 23rd November 2016 and will be required to travel to Hawaii on the 5th December 2016 to shoot a surf film with Surfing Australia.
- 6.5 **Award ceremony:** The award ceremony will take place at the nudie Australian Boardriders Battle on the 17th February 2017 (Location to be announced on 2nd September 2016). Entrants will be encouraged to attend at their own expense.
- 6.6 If after three (3) attempts to contact a finalist over a period of 72 hours after determination, 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 or 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, provided it is free of any licensing.
- 7.2 **Music:** It is mandatory that all entries use only the music provided in the competitor's pack found at www.oakleybattleclips.com/entries. The required licensing of this music has been provided by Promoter and is officially cleared for use on all mediums. Use of this music by Entrants for the purposes of this competition is free of charge.
- 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 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 or inappropriate 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 these terms and conditions, if they are submitted multiple times, or if they are sent after the end of the competition.

- 7.6 Any attempt to pirate the vote system or repeated registration with wrong email address will lead to disqualification of the Entrant. Further to a control carried out after the registration of the Entrant, the Promoter reserves the right to disqualify any Entrant 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 requires 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 this 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 period.

8. CONDITIONS REGARDING WINNING PRIZES

- 8.1 Each winner will be contacted via email and each winner's name and state of residence may be published on the Promoter's social media. By entering this competition, each Entrant requests that his or her full address not be published.
- 8.2 Each winner must claim his/her acceptance of the prize by the date required by the Promoter. If any prize is not claimed within the required time allowed, the relevant winner's entry will be deemed invalid and the Promoter may select an alternate winner.
- 8.3 If any winner is under the age of 18 years, the prize can be awarded to the prize winner's nominated parent or guardian on behalf of the winner.
- 8.4 The winners must as a condition of accepting the prize sign the Promoter's:
- (a) deed of release in relation to the use of his/her name and image for promotional purposes; and
 - (b) deed of indemnity and exclusion of liability.
- 8.5 The selected finalists will take part in shooting a surf film in Hawaii from the 5th to 19th December 2016. 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, will be deemed the winner. The surfer winner will receive AU\$20,000 and the \$5,000 Nikon prize will be awarded to the filmer winner nominated on the relevant entry form.

- 8.6 Surfers selected for the Final in Hawaii (and where the surfer is under 18 years of age, their parents/legal guardians) will be required to complete, sign and return the Promoter's release of liability deed (in favour of the Promoter and Oakley) prior to competing in the Final. This Deed will be sent by the Promoter to all the surfers selected for the Final.
- 8.7 Travel is valid only during the dates outlined in section 6. In the event that the participant is unable to travel during the stipulated period then they forfeit the entire trip with no further compensation or further liability of the Promoter.
- 8.8 Participant will be responsible for providing all travel documents and identification acceptable to airlines, security and relevant government agencies.
- 8.9 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/surfer. The Entrant/surfer is responsible for the payment of any applicable airline excess baggage fees or other fees, taxes and surcharges.

Expenses for lodging and travel of the surfer travelling to Hawaii to compete in the Final will be paid for by the Promoter. Said expenses shall be limited to:

- a) one round trip ticket (for the surfer) in economy class from his/her nearest Australian capital city;
- b) a twin share room; and
- d) Airport transfers
- e) Local transport to surf breaks will be provided by the Promoter; and
- c) No incidental, food or other expenses will be included

- 8.10 The prizes will be awarded to the 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.
- 8.11 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 prize winner and remain at his/her sole discretion;
- 8.12 The prizes are not transferable.

- 8.13 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 Promoter retains the right to substitute a prize of comparable or greater retail value. Additional restrictions may apply.
- 8.14 All taxes are the sole responsibility of the prize winner. Promoter is in no way responsible for any tax implications of the prize winner accepting the prize. The prize 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.
- 8.15 The prize winner should seek independent financial advice about any tax implications that may arise from the prize winnings.
- 8.16 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.
- 8.17 In participating in the competition, the prize 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 prize winner agrees to grant the Promoter and Oakley a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the prize winner will not be entitled to any fee for such use.
- 8.18 Unless the contrary intention appears, a reference in these terms and conditions or in any advertisement relating to this competition, to Australian dollars, dollars, AUD or \$ is a reference to the lawful currency of Australia. All references to dollar amounts are inclusive of goods and services tax (GST).
- 8.19 If an Entrant is unable to or refuses or fails to take part in any element of this competition, or a winning entry is deemed not to comply with these terms and conditions, the Promoter reserves the right to discard that Entrant's entry and proceed as if that Entrant had not entered the competition. Entries that, in the Promoter's judgment, are offensive, defamatory or otherwise objectionable or

inappropriate or that infringe any third party rights will be invalid. The judges' decision is final and no correspondence will be entered into.

9. RELEASE OF LIABILITY:

- 9.1 Participation in this competition can be inherently dangerous. Entrants acknowledge that they may be exposed to certain risks during the competition and/or using a prize including but not limited to physical hazards, unpredictable and dangerous surf and weather conditions, equipment contact and use and actions by other Entrants. Entrants acknowledge that accidents can and often do happen which may result in serious injury or even death, or damage of property. Entrants must voluntarily read and understand this warning and accept and assume the inherent risks in the competition.
- 9.2 Entrants acknowledge and agree 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.
- 9.3 Entrants acknowledge and agree that the Promoter and Oakley have 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 (and in the case where the Entrant is under the age of 18 years, their parent or guardian) fully release and forever discharge the Promoter and Oakley as well as any of their affiliates from all claims, damages, actions, suits or judgements that may arise from any loss and/or injury of any kind that the Entrants may sustain while participating in the competition and/or using a prize.

10. PROMOTER AND PRIVACY POLICY

- 10.1 The information Entrants provide will be used by the Promoter for the purpose of conducting this Competition. By agreeing to these terms and conditions the Entrants agree to receive marketing and updates from the Promoter 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 Promoter at Surfing Australia, PO Box 928 Coolangatta, QLD 4225 or by 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 Each Entrant must ensure that any other person whose details have been provided by the Entrant to the Promoter for the purposes of the Entrant's participation in this competition has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this competition.
- 10.3 This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an Entrant 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 Facebook and Instagram. Entrants completely release Facebook and Instagram from any and all liability in connection with this competition.
- 10.4 Without limiting any other part of these terms and conditions, the Promoter may at its discretion amend any aspect of this competition or of these terms and conditions, subject to applicable laws and subject to the approval of the relevant authorities, if required. All decisions by the Promoter are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 10.5 If for any reason any aspect of this competition and/or the prizes is not capable of running as planned, including by reason of war, terrorism, state of emergency, disaster, infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition and/or the prizes, or invalidate any affected entries, subject to the approval of the relevant authorities, if required.
- 10.6 The Promoter is Surfing Australia Ltd (ACN 168 162 865), Suite 215 The Strand, 72-80 Marine Parade, Coolangatta, QLD, 4225. Phone (07) 5599 3800