**TERMS AND CONDITIONS**

**SCHEDULE**

Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

|  |  |  |  |
| --- | --- | --- | --- |
| **Promotion** | Ultimate Vissla Sydney Surf Pro Giveaway 2019 | | |
| **Promoter:** | Surfing NSW X Services Pty Ltd (ABN 72 975 271 258) of PO Box 4005, Maroubra South NSW 2035 | | |
| **Promotional Period:** | **Start Date:**  08/03/19 at 05:00 PM AEDT  **End Date: 11**/03/19 at 05:00 PM AEDT | | |
| **Eligible Entrants:** | Entry is only open to Australian and New Zealand residents who are 18 years and over. See exclusions in clause four (4) in the Conditions of Entry. | | |
| **How to Enter:** | To enter the Promotion, the entrant must complete the following steps during the Promotional Period:   1. Tag another Instagram user in the dedicated competition post and comment in 25 words or less “why they are attending the Vissla Sydney Surf Pro 2019” 2. Be Following on Instagram @surfing\_nsw, and @visslasurf   Multiple entries permitted subject to the following:   1. Each entry must be submitted separately and in accordance with the entry requirements above 2. Maximum one (1) Prize permitted for entire competition 3. Different instagram user tagged and different reason provided.   The potential winner may be required to show proof of identification. | | |
| **Total Prize Pool:** | AUD 2,000 | | |
| **Prize Description:** | Prize   1. FIRST PRIZE is 2 x GA Tickets to The Drop Festival, 1 x JBL Xtreme 2 Bluetooth Speaker, 2 x VIP Tickets to 23rd March Vissla Sydney Surf Pro 2019, 1 x Vissla Sydney Surf Pro Event Merchandise pack (Event Tee, Hat and SNSW Merchandise), 1 x Signed Kelly Slater WSL Jersey. | Number of this prize  1 | Commercial Value (per prize)  AUD 2,000.00 |
| **Prize Conditions** | * + Tickets are non-refundable, non-transferable and not exchangeable for cash or any other benefits in kind.   + Changes to the ticket dates are not possible and will be not be redeemable for any other date during the Vissla Sydney Surf Pro 2019.   + AirAsia will not entertain any request to extend the validity period (6 months from date of award).   + Prize is subject to The Drop Terms and Conditions and Surfing NSW Terms and Conditions.   + The prize does not include anything not listed above including but not limited to: Travel to and from the event, parking fees or transportation cost and overnight stay or accommodation costs and will be the responsibility of the/each prize-winner and companion.   + Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.   + There can be no changes (name of winner, ticket date, etc) made to tickets once submitted and announced.   + Surfing NSW accepts no responsibility for any damage, loss (including but not limited to direct, indirect and consequential loss), liability, injury or disappointment incurred or suffered by the winner or their guest in connection with this promotion, the promotion of this promotion or the use of any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).   + Surfing NSW retains the right to substitute the prize with another of similar value in the event the original prize offered is not available due to circumstances beyond its reasonable control.   + All contact and organisation must be made directly to Surfing NSW via the contact person provided. Bookings cannot be made via a third party.   + By accepting the prize, the winner and guest are deemed to have agreed to the terms and conditions of this prize as well as Surfing NSW terms and conditions available at surfingnsw.com.au.   + Surfing NSW reserves the right to amend the terms and conditions listed at any time without prior notice.   + All additional costs not expressly stated, but which may be incurred in acceptance and use of the Prize, are the responsibility of the Winner. Such additional costs include, meals, beverages, room service, telephone calls, spending money, transport to and from the event and insurance. | | |
| **Determining the Winner:** | The winner will be decided by Surfing NSWat 17:00 pm AEDT on 11/03/2019 and will be determined by the most skilled response to “Why are you attending the Vissla Sydney Surf Pro” subject to all terms and conditions of entry. All decisions made are final and not subject to change unless the prize is refused by winner.   * The draw conductor may draw additional reserve entries in case an invalid entry. For the avoidance of doubt an entry is invalid the winner refuses the prize. * If a winner is under the age of 18, the prize will be given to the 2nd best response as finalised by the judges.   The decision of judges is final, conclusive and binding and no further appeal, enquiry and/or correspondence will be entertained. | | |
| **Winner Notification:** | The winner will be contacted via Instagram and will be requested to provide a full name and email address within One (1) Day of notification. | | |
| **Unclaimed Prize:** | The prize must be claimed and accepted by 12/03/2019 at 5:00pm AEDT. In the event of an unclaimed prize, the prize will be forfeit. | | |

**CONDITIONS OF ENTRY:**

Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule.

The Promotion commences on the Start Dates and ends on the End Date (“Promotional Period”). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

Valid and eligible entries will be accepted during the Promotional Period. Late entries will not be entertained.

The Promotion is open to anyone aged 18 years and over at time of entry (Entrants). Except for the following:

1. Permanent and/or temporary staff or employees of Surfing NSW INC, The Drop and Vissla AU

If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.

The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.

If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.

No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.

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 will 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.

Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law.

The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Submitting an entry or vote is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant/voter. Entrants/voters should direct any request to access, opt-out, update or correct information to the Promoter. All entries become the property of the Promoter.

By entering this promotion, Entrants absolutely and unconditionally assign all right, title and interest in all Intellectual Property Rights in their Entry.

It is a condition of accepting the prize that a winner may be required to sign any legal documentation determined by the Promoter in its absolute discretion, prior to receiving a prize, including but not limited to a legal release and indemnity form.

If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant/voter; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

Promoter reserves the right to modify these terms and conditions at any time without prior warning and change any aspect or any element of the entry process, the Prize or any alternative prizes.

The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant’s details (including an entrant’s identity, age and place of residence). If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant. Only Participants that fulfil the Promotion Method of Entry stated above shall be eligible to win the prize. Incomplete entries and/or Participants that fail to fulfil the Promotion Method of Entry will automatically be disqualified from the competition without notice. Incomplete or indecipherable entries will be deemed invalid. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

Entrants warrant and agree that they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;

The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.

The Promoter and their associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to, that arising from any person’s negligence) in connection with Prize.

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 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 entry or prize claim that is late, 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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner, entrant or voter; or (f) taking and/or use of the prize.

Entrants consent to the promoter using the entrants name & submission at any time during the Promotional Period, in order to promote the Promotion.

Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.

Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including 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 the Promotion.

Surfing NSW reserves the right to amend the terms and conditions listed at any time without prior notice.