

RIP CURL VIRTUAL PRO PRESENTED BY TOURISM FIJI

CONDITIONS OF ENTRY

Information on how to enter, mechanics of entry and the prize form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet and Social Media engagement only.

ELIGIBILITY

1. Entry is only open to, during the Surf Period, residents of Australia and New Zealand, Portugal, Austria, Belgium, Canada, China, Denmark, Finland, France, Iceland, Israel, Italy, Japan, Luxemburg, Netherlands, Norway, Poland, South Africa, Spain, Sweden, United Kingdom, and the United States of America aged 18 years or older who:
 - i. Own/Purchase a Rip Curl Search GPS 2 Watch (**Watch**); and
 - ii. Fully, correctly and successfully set up the **Watch** using the Search App by Rip Curl (**Application**) including providing the Entrant's full name, residential address, contact telephone number, current and valid email address (if applicable); and
 - iii. Ensure the Application remains up-to-date throughout the Promotional Period; and
 - iv. Go and surf whilst wearing the watch, fully enabled to send data, on at least one occasion during the Surf Period.

(together, an **Entrant**).

2. The directors, management, employees and contractors (and immediate families of those cohort) of the Promoter its related entities, distributors, printers, suppliers, providers, venues and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. Immediate family means 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.

PROMOTIONAL DATES

3. The promotion commences at **1:00 AM** (Melbourne Australia Time) on **26/04/2023** and ends at **12:00AM** (Melbourne Australia Time) on **22/05/2023 (Promotional Period)** and each Entrant must satisfy themselves of the equivalent local time in their respective country.
4. **Surf Period** shall be taken to mean the period which an Entrant may surf with the Watch and via the Application send data to the Promoter commencing from 1am (Melbourne Australia Time) on 2/3/23 and ending 12am 19/3/23 (Melbourne Australia Time).

USING THE APPLICATION

5. The Application can be downloaded on:
 - i. Apple devices operating IOS 12 and later (iPhone 5s and later); or
 - ii. macOS 10.15 or later;
 - a. iMac: Late 2012 or newer;
 - b. iMac Pro: Late 2017;
 - c. Mac Pro: Late 2013 or newer;
 - d. Mac Mini: Late 2012 or newer;

- e. MacBook: Early 2015 or newer;
 - f. MacBook Air: Mid 2012 or newer;
 - g. MacBook Pro: Mid 2012 or newer; or
- iii. Windows 32 or 64 bit
- a. 2.33GHz or faster x86-compatible processor, or Intel Atom™ 1.6GHz or faster processor for netbook class devices;
 - b. Windows 7 – 11.
6. To access all features of the Application, Entrants must enable 3G, 4G or 5G and/or Wi-Fi data connection on their device in the manner required.
7. Entrants must have the bill payer's consent to use Internet or mobile Internet to use the Application. Some service providers and mobile devices may not provide access to mobile Internet and Entrants must check with their service provider if unsure. Downloading, accessing and using the Application and accessing and using mobile content including web-based content will incur data charges. Any external links and Application features that require Internet or mobile Internet connection may also incur data charges. Data charges will remain an Entrant's responsibility and will vary depending on the Internet service provider, usage plan or mobile carrier used (as applicable). Entrants will need to refer to the terms of the contracts with their mobile carrier, usage plan or Internet service provider (as applicable) for costs. The charges for all data services will appear on the Entrant's next mobile phone bill and/or Internet bill (as applicable). All general queries relating to carrier rates or mobile or Internet bills should be directed to the Entrant's mobile phone carrier or Internet service provider (as applicable).
8. If an Entrant is the driver of a vehicle (or other form of transport), the Entrant must not use the Application while the vehicle (or other form of transport) is moving or is stationary but not lawfully parked. Entrants must comply with all applicable road rules and regulations before and while using the Application. In the interests of safety at all other times, the Promoter recommends that Entrants only use the Application when it is lawful and safe to do so.
9. Subject to compliance with these Conditions of Entry, Entrants are granted a limited, non-exclusive, revocable and non-transferrable licence to install, access and use the Application on mobile devices the Entrant owns or lawfully controls. Entrants may only use the Application for personal and non-commercial use. Entrants may not decompile, reverse engineer, disassemble, convert or authorize any third party to decompile, reverse engineer, disassemble or otherwise convert, the Application to a human perceivable form; distribute or republish the Application in any way; resell, rent, lease or lend the Application; or transfer the Application or any content on the Application to any third party.

HOW TO ENTER

10. To enter the promotion, Entrants must, during the Surfing Period:
- a. Use the Watch when surfing to record and upload their statistics and have this correctly recorded on the Application in the manner required by the Application; and
 - b. upload the video provided by Promoter via the Application after the end of the Surfing Period to **Instagram (Social Media)** in accordance with the following submission criteria:
 - i. Check your Inbox for Video;
 - ii. Share the Video to Instagram Reels including the hashtag #RipCurlVirtualPro ; and
 - iii. Make sure your Instagram is set to public viewing for the duration of the Promotional Period.

(together, an **Entry**).

1. Only one (1) entry per person is permitted. Any subsequent entry of an Entrant after the first valid Entry is received from that Entrant will be deemed invalid.
2. The Instagram application and use of Instagram generally is subject to its prevailing terms and conditions of use at [instagram.com/legal/terms/#](https://www.instagram.com/legal/terms/#). The promotion is in no way sponsored, endorsed or administered by, or associated with Instagram Entrants are solely responsible and liable for any content or information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Instagram and/or Facebook and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion. Any questions, comments or complaints about the promotion must be directed to the Promoter and not to Instagram and/or Facebook.
3. Entrants acknowledge that their full name, locality, username and/or profile photograph as well as the Rip Curl Search GPS 2 Watch user handle and Entrant's location will be featured on their personal Instagram page and generally on Instagram for public viewing during the Promotional Period and in perpetuity (unless otherwise returned to private). Once an entry is submitted, Entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).
4. 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. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. Contact details entered incorrectly by an Entrant on their entry form will deem their entry invalid.
5. Costs associated with accessing Social Media or the App remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
6. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

WINNER DETERMINATION

11. All eligible Entries received after the Surfing Period and to the end of the Promotional Period (**Entry Period**) will be judged using the below point system and the winners will be determined at 12 am (Melbourne, Australia Time) on 2 June 2023 at 65 Berry Street North Sydney NSW Australia to determine the ten (10) winners. Winner will be announced on 4 June 2023.
12. At the conclusion of the Surf Period, the Promoter will tally the total number of points received by each Entrant during the Entry Period and will record each Entrant's total scores on a leaderboard. The leaderboard will display the Entrants with the ten (10) highest scores at the conclusion of the promotional period.
13. The winners will be determined by the highest points scored during the Surf Period. Scoring will be determined in the manner described through data logged sessions within the SearchGPS App uploaded via the SearchGPS Watch, including:
 - i. Wave length x Wave Speed + Bonus Points per achievement:
 - a. 300 bonus points for a session that sees a wave caught every 4 minutes (applies to the individuals best surf)
 - b. 100 bonus points if the location surfed is the first documented time the individual has surfed this break (Wave Score)
14. Entrants will only be eligible to submit one entry which will be determined based on the single best surf performance.

15. In the event of an invalid Entry or an ineligible Entrant, or if an Entrant is ineligible to accept a Prize, declines to accept a Prize or does not accept the Prize within the required timeframe advised by the Promoter in its sole discretion, the Prize will be awarded to the Entry with the next highest number of points. If the Prize cannot be awarded to this Entrant, the Promoter will continue this process until the Prize is awarded.
16. This is a game of skill and chance plays no part in determining the winners. The winners will be notified in writing by email within two (2) days of the judging, and the first name, surname initial and country of each winner will be published on the Promoter's Website and via Instagram **@RipCurl (Instagram Account)** on 4 June 2023 and will remain on the Promoter's Website for no less than twenty-eight (28) days and on the Instagram Account for a length of time to be determined by the Promoter. All reasonable steps to notify the winners of the results of the judging will be taken by the Promoter. The Judges' decision is final and no correspondence will be entered into.

PRIZES

17. **Major Prize:** The first eligible Entry with the highest point score from all eligible Entries received during the Entry Period will win:
 - i. All-expenses paid trip for 1 winner and 4 mates to Namotu Island, Fiji (provided by Tourism Fiji) (as detailed in clause 24);
 - ii. For the Major Prize Winner, either:
 - a. 1 x Flashbomb Fusion wetsuit 4/3mm, 1 x E-Bomb E6 3/2mm, 1 x E-Bomb 1.5mm Wetsuit Jacket and 1 x Mirage Activate boardshorts; or
 - b. 1 x Flashbomb Fusion wetsuit 4/3mm, 1 x G-Bomb 3/2mm, 1 x G-Bomb 1mm Long Sleeve 1mm Spring Suit and 1 x Mirage Swimsuit
 - iii. 1 x \$500 Rip Curl online voucher for the Major Prize Winner
 - iv. 1 x \$500 Rip Curl online voucher for each of the Major Prize Winners 4 mates joining them in Fiji
18. **Major Prize terms:** travel prize to Namotu Island, Fiji for 5 nights during the period **18 June 2023 – 23 June 2023** for the Major Prize Winner and 4 companions aged 18 years or older, valued at up to AUD\$41,742 depending on point of departure. The Major Prize Winner and the 4 companions must all depart from the same capital city airport nearest the Major Prize Winner's usual residential address as stated on the Major Prize Winner's passport. The Major Prize comprises of the following elements:
 - a. 5 x adult return economy airfares to Namotu Island, Fiji from the capital city airport closest to the ordinary residential address of the Major Prize Winner (inclusive of airfare related taxes and charges)
 - b. 5 nights in 5star accommodation at Namotu Island in Namotu Island, Fiji (twin share) (or similar);
 - c. Group return transfers to and from the destination airport and the destination hotel;
 - d. 3 meals per day per guest as well as nightly snacks in Namotu Island, Fiji for the Major Prize Winner and their companions;
 - e. unlimited use of surf boats with unlimited access to Namotu Lefts, Restaurants, Swimming Pools, &Wilkes, plus first boat to Cloudbreak;
 - f. surf Guide in water with you at all times to ensure you are safe;
 - g. fishing with resident fisherman at Mia Kana;

- h. use of Soft Top surfboards, snorkeling gear and paddleboards;
- i. tea, coffee and filtered water;
- j. daily yoga,
- k. off island trips such as Cloud9, Musket Cove, and other trips as advised during the prize;
- l. Fijian night & local weekly entertainment;
- m. Wifi internet.

19. **Runner-up Prizes:** The next two (2) eligible Entries with the highest point score from all remaining eligible Entries received during the Entry Period will win:

- i. 1 x \$500 Rip Curl online voucher

20. **Minor Prizes:** The next seven (7) eligible Entries with the highest point score from all remaining eligible Entries received during the Promotional Period will win:

- i. 1 x \$250 Rip Curl online voucher

21. The total promotional prize pool value is up to AUD\$48,000 (incl. GST) (accurate as of 19/04/2023) and depending on the location of the Major Prize Winner's usual residential address.

PRIZE CONDITIONS

- 22. Once a winner confirms their prize with the Promoter, the Promoter will work with the winner to facilitate the details of the prize including fulfilment and including if applicable, dates, flights, accommodation and extras.
- 23. The Major Prize Winner must confirm to the Promoter in writing of their acceptance of the travel dates set by the Promoter, within 7 days of being advised that they are the winner. The Major Prize trip must be booked by **[Sunday 11th June 2023]**, or the Major Prize is forfeited. the travel component of the Major Prize must be completed in full by **[Friday 23rd June 2023]**, or the Major Prize is forfeited and no substitute prize will be offered. The precise dates of flights, accommodation details and the schedule of activities included in the prizes will be notified to the winners by the Promoter in writing as soon as practicable after booking confirmation has been received by the Promoter. Redemption of a prize is subject to availability and may be dependent on travel class availability, specific room category availability and travel 'blackout' periods applying (including school holidays and public holidays). All components of a prize must be taken together and when offered or are forfeited. Each winner must depart from and return to the same departure point. Any extension or variation of the travel and/or accommodation date(s) nominated by the Promoter, or bookings already made will be at the discretion of the Promoter and at the cost and responsibility of the winner. The Major Prize cannot be used in conjunction with travel discounts or special offers. Travel and accommodation are to be arranged by a travel agent nominated by the Promoter.
- 24. Prior to travel arrangements being booked the Major Prize Winner must complete and return to the Promoter any requested medical clearance forms signed by a registered medical doctor prior. Failure to complete and return the form by the date requested by the Promoter may result in the prize being forfeited.
- 25. All additional costs not expressly stated, but which may be incurred in acceptance and use of a prize, are the responsibility of the Major Prize Winner. Such additional costs may include, but are not limited to meals and beverages not otherwise included, room service, telephone calls, laundry services, spending money, transport to and from airport departure point, other transfers, insurance, travel insurance, passports, visas (if applicable) and taxes including arrival and departure taxes (if applicable), but excluding airfare related taxes and charges included in the prizes,. The Major Prize Winner and/or their companions may be required to present a credit card including at time of accommodation check-in.

26. The Major Prize Winner and their companions must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the prize. Acceptance of a prize and participation in a prize is subject to any prevailing terms and conditions of travel/accommodation/transfers/services suppliers, event organisers and any other prize suppliers, and in particular behaviour and safety requirements. Each of the Major Prize Winner and their companions must follow all reasonable directions given by the Promoter and any event organiser or prize supplier during the course of their participation in the prize, including all directions in relation to responsible consumption of alcohol, acceptable dress standards, behaviour and safety. The Promoter and any event organiser or prize supplier reserve the right, in their absolute discretion, to refuse entry, to disqualify, sanction and/or eject a the Major Prize Winner and/or their companions from any component of a prize, or to refuse participation in certain activities, on the grounds of inappropriate behaviour, or safety reasons, or for any breach of these Conditions of Entry generally. If a winner fails to participate in their prize in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the prize will be forfeited with no compensation payable.
27. It is the sole responsibility of each winner to ensure their entry into the relevant prize destination country, at their own expense, including ensuring all necessary passports are valid for six (6) months from date of travel and visas and/or travel authorisations (if applicable) and medical advice including recommended vaccinations and/or immunisations have been obtained prior to travel. Failure to do so may result in the Major Prize being forfeited.
28. Each winner must inform the Promoter in writing of their acceptance of their respective Prize and other requested details (as applicable) within **14 days** from the date the winner is notified by the Promoter that they have won, otherwise the entire Prize may be forfeited.
29. It is a condition of accepting a prize that the Major Prize Winner and any companions may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) and obtain medical clearance in a form determined by the Promoter in its absolute discretion.
30. Prizes cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party such as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honoured by the Promoter or prize supplier.
31. Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prizes must be taken as offered and cannot be varied. Prizes cannot be used or redeemed in conjunction with any other offer.
32. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings, including import tax. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price in Australian dollars including GST as at the date specified above.

GENERAL

33. The decision by the Promoter to accept or reject an Entry is in the Promoter's sole discretion and no correspondence will be entered into. Any Entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any intellectual property rights or other rights of any person, corporation or entity will not be accepted as an eligible Entry into the promotion. This includes but is not limited to any Entry which the Promoter considers to be disparaging of any of its or any prize supplier's products and/or services or is otherwise not in keeping with the spirit of the promotion.
34. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all Entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other

documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the promotion, before issuing a prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the Entries of that Entrant may be ineligible and deemed invalid.

35. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
36. Any attempt to cause malicious damage or interference with the normal functioning of the Watch or App to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
37. A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
38. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of entry, the property of the Promoter.
39. It is a condition of accepting a prize that a winner may be required to sign a legal release or release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
40. As a condition of entering this Promotion, an Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, suburb, state, prize, postcode, likeness, image and/or voice (including photograph, film and/or recording of the same) in any location, restaurant, media and digital assets worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promotion activities in relation to the Promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
41. As a condition of entering this Promotion, an Entrant consents to, in the event they are the Major Prize Winner, procuring consents from their travel companions to the Promoter using their companions' name, likeness, image and/or voice (including photograph, film and/or recording of the same) and agrees to participate in all reasonable promoted activities in relation to the prize as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.

INTELLECTUAL PROPERTY RIGHTS AND CONTENT

42. Without limiting any of the provisions of these Conditions of Entry, the Promoter requires that each entry fully complies with these Conditions of Entry and must not include or make reference to the Intellectual Property Rights of any person including but not limited to any visible logos, drawing, cartoons, phrases, trade marks, copyrighted material, mark that identifies a brand or other third party materials where required for entry into the promotion, unless the entry is submitted with the written consent of the owner of the applicable Intellectual Property Rights. An entry submitted without obtaining such written consent may result in the entry becoming invalid for the purposes of the promotion and/or the Entrant being subject to legal liability. Any entries that contain content that the Promoter, in its sole discretion, considers to be offensive, inappropriate or objectionable in any way or to infringe any Intellectual Property Rights or other

rights of any person, corporation or entity, will not be accepted as eligible entries into the promotion. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the promotion. The decision by the Promoter to accept or reject an entry is in the Promoter's sole discretion and no correspondence will be entered into.

43. All Entries must be the Entrant's original work. The Promoter reserves the right to verify, and/or to require the Entrant to verify, that their Entry is the Entrant's original work. If an Entry cannot be verified to the Promoter's satisfaction, the Entry will be deemed invalid and the Entrant ineligible to participate in the Promotion.
44. All right, title and interest, including in all Intellectual Property Rights, in all promotional materials and in the Promoter's brands, logos, trading names, products and/or services and the Promotional Page will remain or be vested in the Promoter. Participation in the promotion by an Entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any promotional material or in any of the Promoter's brands, logos, trading names and products and/or services. The Promoter, on a case by case basis, and to the extent required, grants to each Entrant a non-exclusive license for the Promotional Period to use the promotional material and the Promoter's brands, logos, trading names and products and/or services solely for the purpose, and to the extent necessary, to enable each Entrant to participate in the promotion.
45. By entering the promotion, each Entrant grants to the Promoter a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferrable license (and agrees to use their best endeavours to procure any relevant third parties to grant to the Promoter such license) to use their Entry for the purposes of marketing and promoting the Promoter and/or its goods and services in any manner and in any media whether existing now or in the future, without the further consent of the Entrant and without any further compensation payable to the Entrant. Each Entrant also expressly consents for the benefit of the Promoter to all or any acts or omissions that would ordinarily constitute an infringement of the Entrant's moral rights in relation to all Intellectual Property Rights in their Entry pursuant to the *Copyright Act 1968* (Cth) in Australia and the *Copyright Act 1994* in New Zealand (any equivalent laws in any other countries), including the Promoter having an unfettered right to treat the Entry in any manner at its discretion, to alter the Entry in any manner and to the Promoter not attributing authorship of the Entry to the Entrant.
46. Entrants are solely responsible and liable for their Entries and any other information they transmit to other Internet users. The Promoter may delete or request the deletion of any content posted on Social Media in accordance with its prevailing terms and conditions of use. Any entries that are removed by the Promoter will not be considered eligible entries for the purpose of the promotion. The Promoter is not responsible and excludes all liability (to the greatest extent allowable by law) for the content of any entries submitted for the purposes of the promotion (including but not limited to any illegal, incorrect or inaccurate content or third party advertising).
47. By entering the promotion, an Entrant warrants to the Promoter:
 - a. that the content submitted with their Entry is their own video as provided by the Promoter;
 - b. that their Entry does not contain content that is illegal, contrary to any Laws, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libellous, offensive or objectionable;
 - c. that their Entry does not contain content that is contrary to the requirements or directions of relevant Regulators;
 - d. that their Entry does not contain content that has been used in previous marketing materials or promotion for any third party or where any third party has been granted use of that content for any purpose whatsoever, including commercial purposes;
 - e. that their Entry does not contain content that has any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may

damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information;

- f. that during the course of creating their Entry, their conduct was not illegal, contrary to any Laws, indecent, obscene, threatening, discriminatory or harassing to any person; and
- g. that they agree that if their Entry is accepted by the Promoter, it may be made available on the Promoter's Website(s), any one of the Promoter's other company and product websites, Promoter's social media and other promotional and communication media for public viewing and may be used by the Promoter in any media and in any form for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising and/or marketing the promotion (including any outcome) and/or promoting any products and services manufactured, distributed and/or supplied by the Promoter and/or the Promoter and generally.

DISCLAIMERS

- 48. To the extent permitted by law, each Entrant indemnifies, and must defend and hold harmless, the Promoter and its employees, servants, agents and contractors, from and against all Losses arising from: (i) a breach by the Entrant of any of these Conditions of Entry; (ii) any third party claim arising directly or indirectly from a breach by the Entrant of any of these Conditions of Entry; (iii) a negligent, wilful or otherwise wrongful act or omission of the Entrant; (iv) fraudulent or dishonest acts or omissions by the Entrant; (v) any breach by the Entrant of any applicable Laws; (vi) any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Entrant entering the Promotion; (vii) the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Entrant; and (viii) any claim or allegation that the Entrant's Entry infringes a third party's Intellectual Property Rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's trade secret or confidential information.
- 49. If the prize or element of the prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu.
- 50. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), pandemic, epidemic, health emergencies, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s).
- 51. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize.
- 52. All of the Promoter's decisions in respect of the promotion are final and no correspondence will be entered into.

PRIVACY

For Australian & New Zealand Entrants

53. Any Entrant entering this competition consents to and agrees with the Promoter's [Privacy Statement](#).
54. The Promoter collects, uses and discloses information in accordance with its Privacy Statement and as stated in these Conditions of Entry.
55. Information about an Entrant to include the Entrant in the promotion, award the prizes (where appropriate) and use the information to assist in improving the goods and services of the Promoter. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
56. An Entrant also agrees that the Promoter may, in the event that the Entrant is a winner, publish or cause to be published, the Entrant winner's name and locality in any media, as may be required under the relevant Australian State or Territory or New Zealand lottery legislation.
57. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter via the contacts listed in the Privacy Statement. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Statement. A copy of the Promoter's Privacy Statement in relation to the treatment of Personal Information collected may be obtained by contacting the Promoter or here.
58. By entering the promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian, New Zealand and overseas related companies, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.

For entrants of other countries

59. The Promoter collects, uses and discloses personal identifiable information of Entrants in accordance with the privacy and data laws of Entrant's country, as set out in its Privacy Statement at Your Privacy
60. In these Conditions of Entry:

"Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) in Australia and the *Consumer Guarantees Act 1993* and *Fair Trading Act 1986 No 121* in New Zealand, and equivalent laws in any other countries.

"Intellectual Property Rights" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia or otherwise.

"Laws" means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules

of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and generally accepted accounting principles.

“**Losses**” means loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind.

“**Personal Information**” means, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not, and in New Zealand, for the purpose of the *Privacy Act 2020*, information about an identifiable individual.

61. Except to the extent expressly stated above, each Entrant acknowledges and agrees that the promotion and these Conditions of Entry are governed by the Laws of State of Victoria, Australia and each Entrant submits to the exclusive jurisdiction of the courts of Victoria (as applicable) and any courts competent to hear appeals from those courts.
62. **Promoter:** Rip Curl Proprietary Limited (ABN 40 004 838 064) of 101 Surf Coast Highway, Torquay, VIC, 3228, Australia Phone: (03) 5261 0008.