



Red Bull Heli Surf Promotion

Competition Rules and Conditions of Entry

Information on how to enter, these Competition Rules and Conditions of Entry along with the registration form and Consent and Waiver Form constitutes the entire agreement between Red Bull Australia Pty Limited (ABN 67 085 840 259) (**Promoter**) and the competitors (**Participants**) in relation to participation in the Red Bull Heli Surf Promotion (**Promotion**).

In consideration of the Promoter accepting the Participant's entry and allowing them to compete and/ or participate in the Promotion, along with the Participant's chance to win the Promotion prizes, the Participant must fully and unconditionally agree, acknowledge and accept these Competition Rules and Conditions of Entry.

1. Participation in the Promotion is deemed to be an acceptance of these Competition Rules and Conditions of Entry. The Promoter reserves the right to amend these Competition Rules and Conditions of Entry at any time without prior notice.
2. The Promotion will be conducted on 10 April 2010 at Surfers Paradise and Coolum in Queensland (**Promotion Locations**). Each of the events held at a Promotion Location shall constitute one Event.
3. Entry to the Promotion is only open to Australian residents over the age of 13 years. If under the age of 18, Participants will be required to obtain the consent of a parent or guardian.
4. Employees (and their immediate families) of the Promoter, or agencies or companies associated with the conduct of this Promotion, are ineligible to enter.
5. To enter, Participants must:
 - (1) log onto www.redbull.com.au (**Promotion Website**) and complete the on-line registration form to pre-register for the race (**Pre-Registration**) and print and complete the Participant's Consent and Waiver Form from the Promotion Website; or
 - (2) attend the Promotion at the Promotion Location on 10 April 2010 and complete the Participant's Consent and Waiver Form.
6. To participate, Participants must then:
 - (1) attend the Promotion at the Promotion Location on the relevant Promotion Date and register with the Promoters staff at the Promotion Location by providing the Consent and Waiver Form to the Promoter (participants must be registered by time shown on the Promotion Website); and
 - (2) participate in the Event at the time shown on the Promotion Website or as directed by the Promoter's staff.
7. The Promoter reserves the right to close Pre-Registration at their discretion without notice prior to the Promotion.



8. 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 Competition Rules and Conditions of Entry or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete or incorrect entries will be deemed invalid.
9. The Promotion will be run as follows:
 - (1) Participants will be limited to a surfboard of a maximum of 6 feet 6 inches (1.98cm) long and 2.5 inches thick. Participants must provide their own surfboard. No surf skis, jetskis or other like boards may be used. The Promoter reserves the right to reject any surfboard a Participant proposes to use, at its complete discretion.
 - (2) Once a complete Consent and Waiver Form has been provided to the Promoter and Participants are validly registered, Participants will be required to line up on designated start line in accordance with directions from the Promoter for a compulsory pre-race briefing.
 - (3) The Event will commence when a starters gun or loud hailer is sounded by the Promoter.
 - (4) Participants will be required to paddle their surfboards and race around designated Event course clearly set out in the pre-race briefing by the Event Director.
 - (5) The first Participant to finish the Event will be determined by Event Marshalls as the Participant who is first to reach the designated winner's buoy and grab the Red Bull Heli Surf rash vest from the winner's buoy (**Winner**).
 - (6) After the Winner, the following two Participants will be named runners up at the discretion of the Event Marshalls (**Runners-Up**). The Runners-Up will be awarded a Minor Prize Pack in accordance with **clause 11**.
10. The Winner in each of the Events will win a Heli Surf Major Prize as set out in **clause 13**.
11. The Runners-Up in each of the Events will win a Minor Prize Pack consisting of:
 - (1) Quiksilver retail vouchers; and
 - (2) Surfing equipment from Creatures of Leisure.
12. The Promoter may disqualify any Participant that does not comply with these Competition Rules and Conditions of Entry.
13. The Heli Surf Major Prize consists of:
 - (1) Heli Surf airlift from the finish line of the Event (which the Participant participated won) to Maroochydore airport and then road transfers to Noosa for an afternoon with Red Bull athlete, Ross Clarke-Jones on 10 April 2010;
 - (2) one nights accommodation in Noosa on 10 April 2010, including dinner with Ross Clarke-Jones, breakfast and lunch on 11 April 2010;
 - (3) a surf trip with Ross Clarke-Jones on 11 April 2010;



- (4) road transfers back to the Promotion Location at which the Participant competed on 11 April 2010;
 - (5) Quiksilver retail vouchers & clothing; and
 - (6) Surfing equipment from Creatures of Leisure.
14. In the event that the Winner or Runners Up of an Event is under the age of 18 years:
 - (1) the relevant prize will only be awarded to the Participant if the Participant has provided the Promoter, prior to participating in the Event, a signed consent from their parent/ guardian, permitting them to participate in the Promotion; and
 - (2) the parent/ guardian of the Winners of the Events should present to Red Bull officials at each relevant Event as the parent or guardian will be offered road transport to Noosa if requested or needed;
 - (3) the portion of the Heli Surf Major Prize to be taken in Noosa will also include return road transfers to Noosa and one nights accommodation in Noosa for one parent or guardian of each Winner of an Event who is under the age of 18 years.
15. Each Heli Surf Major Prize is valued at up to AU\$5,000. Each Heli Surf Minor Prize is valued at up to AU\$500.
16. Total prize value is up to AU\$12,000.
17. The Winners must be available to take the Heli Surf Major Prize on the dates and times set out in **clause 13**. If for any reason a Winner does not take an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited by the Participant.
18. The value of the prizes is accurate and based upon the recommended retail price(s) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date. The prizes (including any unused portion) cannot be transferred, exchanged or redeemed for cash. The Promoter retains the right to substitute the prizes with prizes of equal or greater value (including where the prizes are unavailable). The prizes must be taken as offered and cannot be varied.
19. If the Promoter determines, in its absolute discretion, that the Winner is not in the necessary condition to safely participate in the prize, the Promoter reserves the right to refuse to award to the Winner any part of the prize.
20. The Promoter's decision in all matters relating to the Promotion is final, and no correspondence will be entered into, including in the event of a dispute.
21. The Promotion is a game of skill and chance plays no part in determining the Winner or Runners Up.
22. It is a condition of entry into the Promotion that all participants sign a release of liability in the form shown on the Promotion Website (**Participant's Consent and Waiver Form**).



23. The Winner agrees to participate in any news media activities surrounding the Promotion. It is a condition of entry that the Participant agrees to their image and/or voice, and likeness as recorded, photographed or filmed during the Promotion (including but not limited to as part of the Promotion), may be broadcast or published by the Promoter or its related entities worldwide in any media, including but not limited to television, radio, internet, newspapers, magazines, or any other advertising, marketing or publicity purposes in connection with the Promotion or any future event in perpetuity and throughout the world without additional compensation or further consent being obtained. Participants consent to any use of the above created materials in a way which may otherwise infringe their moral rights pursuant to the *Copyright Act 1968* (Cth).
24. The Promoter and its associated agencies or companies accept no responsibility for lost, late, stolen, damaged or misdirected Pre-Registrations.
25. If for any reason this Promotion is not capable of running as planned, the Promoter reserves the right in its discretion to modify the terms of the Promotion including the prizes and these Competition Rules and Conditions of Entry.
26. Any tax liability arising as a result of accepting any prize is the responsibility of the Winner or Runners-Up.
27. Any cost associated with accessing the Promotion website is the Participant's responsibility and is dependant on the internet service provider used.
28. The Promoter, in their absolute discretion, at all times reserve the right to:
 - (1) prevent any Participant from participating in the Promotion if, at any time, they reasonably believe that the Participant poses a safety risk or for any other reason, including but not limited to, acting in a manner which is likely to bring the Promoter into disrepute, or is likely to cause harm to participants, the Promoter's employees, contractors or volunteers, or any other third party; and
 - (2) change the format of the Promotion for any reason including but not limited to weather, number of entries, time constraints or any unforeseen incidents; and
 - (3) cancel the Promotion if the conditions are deemed dangerous.

If the Promotion is varied for any reason beyond the control of the Promoter it may not be rescheduled and no compensation will be offered.
29. Participants acknowledge that the Promotion is a dangerous activity that may result in injury or death, and participate at their own risk. Participants must: (i) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Event organisers as determined by them in their absolute discretion; (ii) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Event; (iii) not be under the influence of drugs or alcohol; (iii) comply with all directions of the Promoter and Event organisers at all times; (iv) wear all safety and other equipment required; and (vii) must be able to swim unassisted a distance of 1km.
30. Without in anyway limiting any other provision in these Competition Rules and Conditions of Entry, and except for any liability that cannot be excluded by law, the Promoter and Event organisers (including their respective officers, employees and agents) exclude 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, including, but not limited to, where arising out of the following: (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 Competition Rules and Conditions of Entry; (e) if the Promotion is cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a Winner or Participant; (g) participation in the Promotion; or (h) use of, or participation in the prize.

- 31.** If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Competition Rules and Conditions of Entry, the Promoter will not be liable for any failure to perform or delay in performing its obligation and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend the Promotion.
- 32.** All entries in the Promotion become the property of the Promoter. The Promoter collects your personal information in order to conduct the Promotion and may for its purpose disclose such information to third parties. If you do not provide the mandatory personal information requested then you will not be able to take part in the Promotion. By entering this Promotion, unless otherwise advised by the Promoter each Participant consents to the Promoter using the Participant's personal information to administer the Promotion, announce the Winner and disclosing the Participant's personal information to organisations that assist the Promoter with administering the Promotion, and to third parties as required by law (including authorities that regulate this Promotion). The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Cth) and by entering the Promotion, the Participant is taken to consent to the Promoter's privacy policy (which is available on request). By entering into this Promotion, each Participant also consents to the Promoter using their personal information for future marketing purposes, unless otherwise advised by the Promoter. A Participant may access, update or correct any personal information held by the Promoter, upon request to the Promoter.
- 33.** These Competition Rules and Conditions of Entry are governed by the laws of New South Wales, Australia.
- 34.** The Promoter is Red Bull Australia Pty Ltd ABN 67 085 840 259 of 2 Huntley St, Alexandria NSW 2015, (02) 9023 2800