



TERMS AND CONDITIONS:

Red Bull Junior Surf Masters Online Competition – July 2010

1. Agreement:

These terms and conditions (**Terms**) and our Privacy Policy at www.redbull.com.au constitute the agreement between you (**You**) and Red Bull Australia Pty Ltd (**Red Bull**) (**the Agreement**) in relation to your use of this website at www.redbull.com.au (**Website**) and your participation in the 'Red Bull Junior Surf Masters Online Competition' (**Competition**).

2. Acceptance of Terms:

- a) By participating in this Competition, You fully and unconditionally agree to and accept these Terms and the decisions of Red Bull.

3. The Competition:

- a) The Competition aims to allow one lucky winning Participant to visit the VIP area at the Red Bull Junior Surf Masters Event and enjoy the benefits of the prizes listed below.
- b) To become a participant in the Competition (**Participant**) an eligible person must register their required details and their Submission on the Website. The details required include, but may not be limited to, the prospective Participant's full name, address, and email address.
- c) False, incorrect or incomplete registration information will deem the entry invalid, making that Participant ineligible to enter the Competition and to win any prizes.
- d) This is a game of skill and merit; chance plays no part in determining the eventual winners. The best Submission, as judged by Red Bull, will win. Red Bull's decision in relation to all matters pertaining to the Event is final and no correspondence will be entered into.

4. Eligibility:

- a) Entry to the Competition is not open to employees (and their immediate family members) of Red Bull Australia and their associated agencies and companies. Immediate Family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin; and
- b) Entry to the Competition is only open to Australian residents.

5. Entries:

- a) To enter the Competition, Participants must:
 - i. fully complete and submit the entry form available on the Website;
 - ii. provide all details required by the Website and Red Bull; and
 - iii. tell Red Bull in twenty-five (25) words or less why you and your mates should hang beachside with Mick Fanning at the Red Bull Junior Surf Masters Event (**Submission**).
- b) There is a strict limit of one entry per submitted email address. Where a Participant submits multiple entries from one email address, only the first entry received by Red Bull will be considered for the Competition.
- c) Participants under the age of 18 years must obtain the prior permission of a parent or guardian over the age of 18 years before entering the Competition.
- d) If the winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.

6. Personal Information:



- a) Red Bull collects the personal information of Participants in order to conduct the Competition (**Purpose**).
- b) By entering the Competition You agree to receive further information from Red Bull regarding future promotions, You agree that Red Bull may use this information for future similar promotional, marketing and publicity purposes. If You do not wish to receive such information, please contact the Red Bull Privacy Officer via facsimile on 02 9023 2902 or at 2 Huntley Street, Alexandria, NSW 2015.
- c) Your personal information may be disclosed by Red Bull if required by law or direction or any relevant authority.
- d) All personal details of Participants will be collected and stored by Red Bull at their premises, 2 Huntley Street, Alexandria, NSW, 2015.
- e) Your personal information may be used for future promotional, marketing and publicity activities of Red Bull and may be provided to organisations that assist Red Bull with those activities.
- f) To access, update or correct your personal information, please contact the Red Bull Privacy Officer via facsimile on 02 9023 2902 or at 2 Huntley Street, Alexandria, NSW, 2015 or via www.redbull.com.au.
- g) Your personal information will be retained by Red Bull in accordance with the National Privacy Principles and the Privacy Act 1988 (Cth).

7. Promoter:

- h) The Promoter is Red Bull Australia Pty Ltd (ABN 67 085 840 259) of 2 Huntley Street, Alexandria, NSW, 2015.

8. Competition Period:

- a) The Competition Period will be conducted from 01:00am (AEST) on Friday 25 June 2010 until 01:00pm (AEST) on Tuesday 6 July 2010 (**Competition Period**).
- b) Entries will be deemed to be received at the time they are recorded as being received and fully registered in Red Bull's system, not at the time they were sent by the Participant.

9. Prize Details:

- a) The following prize (**Prize**) will be awarded to the winner of the Competition during this Promotion:
 - I. Four (4) accreditation passes to the VIP area during the Red Bull Junior Surf Masters (**Accreditation Passes**), which will be held at Broadbeach, Queensland from 10-11 July 2010. The Accreditation passes are valued at \$300 each, total value \$1,200; and
 - II. The opportunity to meet Mick Fanning. This aspect of the Prize is subject entirely to Mick Fanning's availability at the event, and the duration of any such meeting will be entirely at the discretion of Mick Fanning himself; and
 - III. Four Red Bull Junior Surf Masters merchandise packs including merchandise from Dragon, Creatures of Leisure and Skull Candy (the contents of which shall be determined solely at the discretion of Red Bull (**Merchandise Packs**) valued at up to \$500 each, total value up to \$2,000.
- b) All prize values are the recommended retail price in Australian dollars, are inclusive of GST and are correct at the time of printing.
- c) Red Bull accepts no responsibility for any variation in the value of prizes.
- d) Red Bull reserves the right to change any details of the Competition, the Prize, and/or to substitute alternative prizes to an equivalent value if necessary.
- e) Subject to clause 9. g), the Prize, or any unused portion thereof, is not transferable, exchangeable, refundable or negotiable and cannot be taken as cash.
- f) The Accreditation Passes are only valid between 10 July 2010 and 11 July 2010.
- g) The winner and their travelling companions are responsible for all other expenses, including but not limited to travel costs, accommodation, meals (unless specified), incidentals, tips, service charges and spending money.
- h) The Accreditation Passes are transferrable to any four people nominated by the winner.
- i) Should the winner be unable to collect the Merchandise Packs, they will be posted (at Red Bull's expense).



10. Publicity:

- a) In accepting these terms and conditions and the Prize, the winners agree to participate and cooperate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winners grant Red Bull a perpetual and non-exclusive licence to use such footage and photographs and the winners names where necessary in all media worldwide and the winners will not be entitled to any fee for such use.
- b) The winners agree that they will not and will ensure that their companions do not sell or otherwise make available their story and/or photographs to any media or other organisation.

11. Judging of Entries:

- a) Each Participant who has validly entered the Competition over the Competition Period, registered all details in accordance with these Terms and Conditions and has complied with these Terms and Conditions, will be entered into judgment for the Competition.
- b) The judging of Participant's Submissions will take place at Red Bull Australia Pty Ltd, 2 Huntley Street, Alexandria, NSW 2015 on 7 July 2010.
- c) All Submissions will be judged on a 25 words or less basis. If Submissions received are over the 25 word limit, only the first 25 words will be judged.
- d) Participants will be judged on originality and creative merit of their Submissions.
- e) The Submission that Red Bull judges the best from all valid Submissions received by Red Bull will receive the Prize.

12. Notification:

- a) The Prize winner will be notified by phone and email within three (3) days of the Judge/s decision.
- b) Results will be published on the Website after the Judge's decision.
- c) Red Bull will not advise Participants of failure to win the Prize.
- d) Red Bull is not responsible for contacting winners by any other method or for winners not receiving notification (including, but not limited to, a change to, or incorrect supply of personal details).
- e) Where the Prize is:
 - a. not claimed by the winner within 24 hours of Red Bull attempting to notify the winner; or
 - b. forfeited for any reason; then the Prize will be awarded to the Participant who entered the next best Submission as previously determined by the Red Bull judge/s on 7 July 2010.
- f) It is a condition of accepting the prize that the winners (and their companions) may be required to sign a legal release in a form determined by Red Bull in its absolute discretion.

13. Lost Entries, Damage & Costs:

- a) No responsibility is accepted by Red Bull for late, lost or misdirected entries via the internet.
- b) Red Bull and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- c) Any costs associated with accessing the Website are the Participant's responsibility and are dependent on the internet service provider used.

14. Technical Problems:

To the extent permitted by law, Red Bull excludes liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or any website; or any unauthorised intervention, or any combination thereof – including any injury or damage to any Participant's or any other person's computer related to, or resulting from, participation in this Competition or downloading any materials in this Competition. Red Bull accepts no responsibility for entries not received or included



for any reason, including due to technical or other failure or for any periods that the website or entry mechanism is unavailable for any reason during the Competition period.

15. Cancellation:

If for any reason this Competition is not capable of running as planned in any respect due to any cause beyond the reasonable control of Red Bull, Red Bull reserves the right, subject to the written directions of any relevant authority, to cancel, postpone or amend the Competition without compensation to any Participant.

16. Disqualification:

- a) Any breach of these Terms disentitles a Participant from participating in the Competition and winning any prizes.
- b) Red Bull reserves the right in its sole discretion to disqualify any Participant who Red Bull believes has failed to comply with the entry process, breached any of these Terms or any instructions or directions on the Website, or engaged in any unlawful or other improper misconduct (including but not limited to tampering or interfering with the entry mechanism in any way).
- c) Red Bull's legal rights to recover damages or other compensation from such an offender are reserved.

17. Limitation of Liability:

- a) Red Bull and its associated agencies and companies will not be liable to You, other Participants or third parties for any misadventure, accident, injury, loss or damages (including but not limited to consequential loss) or for personal injury or death or loss of, or damage to property or claim - except to the extent that liability cannot be excluded by law - that may occur:
 - a. in connection with the Competition or the Prize;
 - b. during the draw;
 - c. whilst undertaking any travel connected with their entry into the draw;
 - d. in the participation in the Prize (or any other prize);
 - e. as a consequence of late, lost or misdirected mail;
 - f. due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other Participants or any other person;
 - g. in relation to failure of the online entry message to be received by Red Bull on account of technical problems or traffic congestion; or
 - h. arising from or related to any problem or technical malfunction of any internet communications network related to or resulting from participation in this promotion;
- b) Red Bull will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Competition if the deficiency is occasioned by any cause outside the reasonable control of Red Bull, including without limitation technical malfunctions or failures.
- c) Red Bull and its affiliates assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
- d) Red Bull will not be responsible for any tax liability incurred as a result of any Participant winning the Prize. Participants should obtain independent tax and financial advice.

18. Interpretation:

- a) This Agreement will be governed by and construed according to the laws of New South Wales and references to times are references to the time in Sydney, Australia.
- b) Headings are for ease of reference and do not affect interpretation.
- c) The word 'including' is not a term of limitation.

19. General:



- a) The brand names, logos and related taglines appearing on the Website, whether or not appearing in large print or with the trade mark symbol, are trade marks of Red Bull, or its related bodies corporate.
- b) The use or misuse of these trade marks or any other materials, except as permitted in these Terms, is expressly prohibited.
- c) Red Bull reserves the right to change these Terms at any time.