

## Surflife Next Wave Club Grant

### TERMS AND CONDITIONS

#### Schedule to Entry Conditions

##### 1. Promoter and prize supplier

- a. Name: Surfing Australia
- b. ABN: 91828043399
- c. Address: 9 Barclay Drive Casaurina
- d. Phone: 0438 640 718

##### 2. Entry is only open to persons who:

- a. are Australian residents;
- b. are over the age of 18 as at the date of application;
- c. are members of a Surfing Australia affiliated local Australian Boardrider Club (with current and recognised affiliations in place) that is amateur and that is registered as a not for profit organisation within Australia; and
- d. are ready, willing and able to complete all entry requirements as set out within these Terms and Conditions

##### 3. Promotional Period

- a. The promotion starts July 27<sup>th</sup> 2022 10:00am and closes at September 19<sup>th</sup> 2022 at 11:59pm. ("Promotional Period")

##### 4. How to Enter

- a. Subject to the requirements within 4(b), to enter, Eligible Entrants must create a 1 min video and cover the below detail:
- b. Introduce their boardrider club and the beach in which your club resides
- c. explain how their club and beach is in need of the grant
- d. explain in detail how their club or association would use the grant;
- e. outline how the grant would help their club and members.

##### 5. Entry Requirements

- a. Applications must not infringe copyright, trademark, privacy, or publicity rights of any person or organisation in their preparation or submission.
- b. once an application is submitted, it is considered final and no changes or amendments to the application will be accepted.
- c. submission of an Application is deemed acceptance of these Terms and Conditions.
- d. the Applicant must ensure that the correct details are entered in the application form when submitting their video so that the Promoter may contact the Applicant.
- e. it is a requirement of entry that Applicants address all of the requirements in the video application. Incomplete or illegible videos are not considered valid entry.
- f. Applications are limited to 1 per person per club or association per Grant.
- g. The Promoter reserves the right to request Winners to provide proof of identity (drivers licence) and proof of residency at the nominated club or association. Identification considered suitable for verification is at the discretion of the Promoter.
- h. By entering into this competition and providing a 1 min video for your application, you agree that Surfing Australia and Surflife/Wavetrack have a non-exclusive, non-transferable, royalty-free licence throughout the world in perpetuity to use, modify and reproduce, including the creation of derivative works, BRC Promotion Content as set out in this Agreement

##### 6. Prize Details

- a. Total Prize pool \$10,000 AUD
- b. Grants One First Prize Grant (\$5,000); One Second Prize Grant (\$3,000); One Third Prize Grant (\$2,000)
- c. Grants will be no more or no less of the above breakdown.
- d. Grants are not awarded by cash payment to an Eligible Applicant.

- e. Within 30 days of receipt of a tax invoice issued by a sporting club or association, with a valid ABN, that has an online or physical presence, the Grant will be awarded by The Promoter paying that invoice.
- f. In the case of a renovation or similar request, a quote or tax invoice from a fully licensed tradesperson or organisation is required.
- g. It is a condition of accepting a Grant that Eligible Applicants participate in any media opportunities requested by the Promoter, including photographs, interviews, and promotional material.

#### **7. Successful applications**

- a. The winning video applications will be chosen on **Thursday 1st September 2022** by 12:00pm at the Promoter's Premises by a judging panel selected by the Promoter.
- b. The winners will be determined by way of selection (the "**Selection**") by the Promoter at its sole discretion based on the Eligible Video Applications it deems to fulfil the video Application requirements and be the most deserving.
- c. The winning video Applications will be determined by skill. Chance plays no part in this Program.
- d. All determining decisions relating to the Grants, including but not limited to the allocation of the Grants, are final and no correspondence will be entered into. Grants cannot be transferred.

#### **8. Winner notification**

- a. Winning Applicants will be notified by a phone call and an email provided by the Applicant on **as part of their video application**. The names of the Winners will be published on Surfing Australia socials and may also be published on the global websites and social channels of the Major Prize Supplier (defined in Section 11).

#### **9. Unclaimed Prize Draw**

- a. If the Winner does not respond to the Promoter via email or phone within 5 days of Winner notification; the Grant will be forfeited and will be re-allocated to the next Winner as determined by the Promoter.

#### **10. Use of Grants**

- a. Successful Applicants must ensure that their Organisation uses their grant to implement their Program to the benefit of the Organisation, as outlined in the Application Form;
- b. The Promoter reserves the right to require successful Applicants to provide further detail about the proposed expenditure of any Grant made under this Program, including any requirements within Clause 15 below;
- c. Use of the prize outside of the permitted scope as outlined in the Application Form will result in immediate termination of the Application and of any possible or future funding of a Grant.
- d. Successful Applicants and Organisations must provide receipts, proving the application of the Grant if requested by the Promoter to do so

#### **11. Other terms**

- a. Surfline\Wavetrak, Inc. (together with its subsidiaries and affiliates, the "Major Prize Supplier") made a monetary donation for this Grant but is not involved in the management of this promotion and is released from any liability related to this promotion as set forth in these Terms and Conditions.
- b. The Promoter and Major Prize Supplier may promote (and the Applicant acknowledges and agrees) information about the Winners or Runners Up and any videos submitted by Applicant (including any derivatives thereof created by Promoter or Major Prize Supplier) on various channels of the Promoter and/or Major Prize Suppliers media and communication channels as well as in club related marketing material for an indefinite period throughout the world. This may include Filming, holding presentation ceremonies and other media events.
- c. The Promoter and Major Prize Supplier will have full and sole ownership and rights and usage of any imagery or content captured or submitted through the video application process provided by the Applicant in relation to the Application, Program or the Organisation's activities and any content created therefrom by Promoter or the Major Prize Supplier to promote this promotion (collectively, the "Proceeds"). In accordance with the foregoing, by submitting an application the Applicant assigns to Promoter and the Major Prize Supplier any right, title and interest the Applicant or Organisation may have in the Proceeds, including but not limited to copyright, trademarks, and rights of publicity.

- d. Any financial assistance provided by the Promoter in relation to the Program is considered a donation and is provided exclusive of GST regardless of the recipients GST registration status.
- e. The Promoter may vary the method of payment of the grant at its sole discretion.
- f. The grant recipient must repay the full relevant part of the granted funding to the Promoter with 14 business days after it receives formal notification from the Promoter if the Promoter has overpaid the grant recipient.
- g. The Promoter retains absolute discretion to determine the prize category to which an Applicant or Organisation may be entitled. An Applicant is only entitled to win one (1) Prize in 2022. The Promoter may also ask the successful Applicants and Organisations to execute an acknowledgement setting out the use of any grants or prizes, and promotional activity as a condition of receiving a grant under the Program.
- h. By submitting a video application into this competition entrants consent to receive promotional and other marketing messages from the Major Prize Supplier and the Promoter with the approval of Surfing Australia and Boardrider Clubs. Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Major Prize Supplier and/or the Promoter.
- i. Each Applicant irrevocably waives liability and releases Major Prize Supplier and its respective owners, officers, shareholders, directors, employees and agents ("Released Parties"), from any and all claims Applicant has or may have against the Released Parties arising from or related to the Applicant's, or its Organisation's, participation in or submission for the promotion, eligibility, receipt and/or use of any prizes, awards or other benefits related to the promotion, including, without limitation, any claims arising from or related to: (i) the operation and management of the promotion, including distribution of prizes; and (ii) Released Parties' use of the Proceeds.

**1. The Promoter is Surfing Australia ABN 91828043399 of 9 Barclay Drive, Casaurina**