

# Campaign & Competition Terms & Conditions



## ROXY Get Her On Board– Campaign terms and conditions

- One email per sign up.
- Learn to surf lesson only redeemable at stated participating affiliated surf schools in NSW.
- Confirmation sign up email to be displayed upon booking learn to surf lesson (sent via email to be chosen surf school).
- Discounted learn to surf lessons at participating surf schools are valid to be booked until December 31<sup>st</sup>, 2021.
- Sign up participant agrees to pay the difference of the cost of a learn to surf lesson with their chosen surf school. Learn to surf lesson cost is subject to change across all participating surf schools due to different costing structures within each surf school.
- Each participating surf school is subject to capping of discounted bookings assigned to the ROXY GET HER ON BOARD campaign.
- ROXY online voucher code will be sent to entrant upon completion of sign up to ROXY Get Her On Board. Offer: Get \$20 off your next online purchase. No minimum spend. Date valid: 04.03.21 – 31.10.21. AUS only. One time use code – customer must be logged in to an account to redeem. **Voucher TandCs:** \*Use promo code to receive \$20 off your next Roxy online purchase from roxyaustralia.com.au (excludes gift cards, surf hardware and third-party products). You must log in as an existing member or create an account with roxyaustralia.com.au to use the promo code specified. Offer ends 11.59pm AEST 31/10/2021. Not valid for use in conjunction with any other discounts, offers of promotions. Offer can be withdrawn or modified at any time.

## ROXY Get Her On Board - Competition terms and conditions

WIN A ROXY LEARN TO SURF STARTER PACK (INCLUDES ROXY SURFBOARD, WETSUITS & \$500 WORTH OF PRODUCT PLUS \$50 ROXY ONLINE VOUCHERS TO BE WON.

### Official Rules

Surfing NSW ABN 72 975 271 258 of The Pavilion, Marine Pde, Maroubra Beach NSW, Australia 2035 (“Promoter”) is conducting a competition offering ROXY GET HER ON-BOARD sign-up participants the chance to win a ROXY Learn to Surf starter pack valued at \$500 worth of product plus \$50 ROXY online vouchers to be used at <https://www.roxyaustralia.com.au> (“Competition”).

By signing up to ROXY GET HER ON BOARD and/or participating in the competition, you agree to the following terms and conditions.

Instructions, prizes and information on how to enter form part of these Terms and Conditions.

All entries must comply with these Terms and Conditions to be valid.

### **Competition Timing**

'WIN A ROXY LEARN TO SURF STARTER PACK OR \$50 ROXY ONLINE VOUCHERS' competition begins at 12.01am AEDT on 7th March 2021 and ends at 11.59pm AEDT on 30 April 2021 ("Competition Period"). Time will be determined according Promoter's timekeeping systems. The timeliness of any action or inaction relating to the Competition will be determined in the Promoter's sole discretion.

### **Eligibility**

Entry is open to any female resident of New South Wales of any age.

Employees of the Promoter are not eligible to participate in the competition. Proof of identity must be furnished upon request.

### **Entry**

To enter the Competition, entrants must submit the sign up form at <https://surfingnsw.com.au/her-wave/> ("Entry"). By submitting a sign up form, entrants consent to joining Surfing NSW & ROXY marketing mailing list.

Each entrant may only submit one Entry into the Competition.

### **Prize Draw**

Two (2) potential ROXY Learn to surf starter pack winners will be drawn via a random electronic draw at The Pavilion, Marine Pde, Maroubra Beach NSW, Australia 2035. at 10.00am on 6 April 2021 ("Prize Draw Date") and the Prize will be awarded to the first person drawn following winner validation and verification ("Winner").

Two winners will win a ROXY Learn to surf starter pack valued at \$500. Twenty (20) other winners will be drawn & win \$50 ROXY Online Vouchers to use at <https://www.roxyaustralia.com.au> ("Prize"), with a total prize value of RRP\$50. These will be drawn once the ROXY Learn to surf starter pack winners have been established and confirmed after the 9th May 2021.

Winners will be notified via email within one (1) business day of the draw. The name of the Winners will also be announced on <https://surfingnsw.com.au/her-wave/> from 10 May 2021 for a period of thirty (30) days. All reasonable efforts will be taken to contact the winners. The Promoter takes no responsibility for unread, undelivered or incorrectly provided email information.

Once the Winners has been verified, promo codes for the twenty (20) \$50 vouchers will be emailed to the Winners and mailing address will be requested for the two (2) ROXY Learn to Surf starter pack winners. Entrants agree to comply with the Promoter's reasonable instruction/direction to claim their Prize.

## **Unclaimed prizes**

If the ROXY Learn to Surf Starter Pack Winners cannot be contacted and the Prizes remain unclaimed at 5.00pm (AEDT) on 8th May 2021, the next people drawn after the Winner on the Prize Draw Date ("Winner 2") will be deemed the winner. Winner will be deemed to have forfeited the Prize and hence, will have no claim to the Prize.

Winner 2 will be notified by email within one (1) business day of 9th May 2021.

The process will be repeated until a winner is contacted and accepts the Prize (allowing for the day time frames to be adjusted).

## **Conditions**

Entrants and participants in the Competition are responsible for ensuring their familiarity with the Terms and Conditions at the time of participation. The Promoter's decision not to enforce its rights or any specific restriction (whether communicated to an entrant or not) does not constitute a waiver of those rights, restrictions or of the Terms and Conditions generally.

Participants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a Participants ineligibility after the Promoter has awarded a prize to the ineligible entrant.

Entries not complying with these Terms and Conditions are ineligible and the Promoter reserves its absolute right to disqualify any entrant from the Competition if any entries do not comply with these Terms and Conditions.

The Promoter's (or an associate of the Promoter) decision in relation to any aspect of these Terms and Conditions is final and binding on every person who enters. No correspondence will be entered into.

A request by an entrant to modify any information provided should be directed to the Promoter.

The Prize is not transferable or exchangeable nor can it be redeemed for cash.

If the Prize or any element of the Prize becomes unavailable for any reason beyond the Promoter's control then a similar prize of equal or greater value will be awarded to the winner in lieu, subject to the approval of the relevant regulatory authorities (if required). Without limiting the foregoing, the Promoter may, at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in these terms and conditions).

Any tax liability arising because of accepting the prize is the winner(s) responsibility.

All prize advertisements depicting or describing the prizes and trademark references are illustrative rather than depictive and do not imply an associated with the Promoter.

Entrants consent to the use of their names, likeness or image by the Promoter if they are the winner of the Prize for an unlimited period of time without remuneration. Entrants agree to comply with any reasonable direction of the Promoter in this regard.

If for any reason any aspect of this competition is not capable of running as planned, including by reason of war, terrorism, state of emergency, disaster, infection by computer virus, telephone network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of the relevant authorities, if required.

If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations.

The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity & place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Promoter reserves the right to cancel or amend the Competition and these terms and conditions.

Any rude, defamatory, offensive, illegal, incomprehensible, incorrect or incomplete entries or nominations (all of which will be at the absolute discretion of the Promoter), or which breach any law or infringe on third-party rights, including intellectual property rights will be invalid and may be removed by the Promoter.

Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents), excludes all liability (including negligence), for any personal injury or any loss or damage (including, without limitation, indirect, special or consequential loss or loss of profits), which is suffered or sustained in connection with this competition or accepting or using the Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

By entering this competition, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotional and marketing purposes including contacting entrants via the contact details provided by the entrant. Without limiting the foregoing, Entrants' personal information provided in connection with this competition will be handled in accordance with the Promoter's Privacy Statement which can be viewed at <https://surfingnsw.com.au/governance#privacy>. At an entrant's request, all information provided to the Promoter will be removed from our databases.

The laws of New South Wales, Australia apply to these Terms and Conditions and Participants submit to the exclusive jurisdiction of the courts of New South Wales, Australia.



RO  
XY