

# HER WAVE | HER SAY Campaign & Competition Terms & Conditions



## Her Wave | Her Say – competition terms and conditions

COMPLETE A HER WAVE | HER SAY SURVEY TO BE IN THE CHANCE TO WIN A WOMBAT SOFTBOARD, ONE OF FIVE ROXY SURF TRAVEL PACKS, ONE OF TWO WOMBAT SOFTBOARDS APPARELL PACKS, ONE OF THREE MAKSHA BALANCE BOARDS OR ONE OF 20 \$50 SDS ONLINE VOUCHERS.

### 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 HER WAVE | HER SAY survey participants the chance to win a Wombat Softboard, one of five ROXY surf travel packs, one of two (2) wombat Softboards apparel packs, one of three Maksha Balance boards plus \$50 SDS online vouchers to be used at <https://www.sds.com.au> (“Competition”).

By completing a HER WAVE | HER SAY survey you are participating in the competition and 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

‘COMPLETE A HER WAVE | HER SAY SURVEY TO BE IN THE CHANCE TO WIN A WOMBAT SOFTBOARD, ONE OF FIVE ROXY SURF TRAVEL PACKS, ONE OF TWO WOMBAT SOFTBOARDS APPARELL PACKS , ONE OF THREE MAKSHA BALANCE BOARDS OR ONE OF 20 \$50 SDS ONLINE VOUCHERS” competition begins at 12.01am AEDT on 6th February 2022 and ends at 11.59pm AEDT on 17 May 2022 (“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. Prize draw dates may be subject to change at any time.

### Eligibility

Entry is open to any female resident of New South Wales of any age. Employees of the Promoter are not eligible to WIN any prize in the competition, but they may sign up for the campaign.

### Entry

To enter the Competition, entrants must submit a completed survey at <https://surfingnsw.com.au/her-wave/> ("Entry"). By submitting a survey, entrants consent to joining Surfing NSW Her Wave community mailing list.

Each entrant may only submit one Entry into the Competition via one survey submission.

### **Prize Draw**

One (1) Wombat Softboard and Five (5) potential ROXY surf travel pack major prize winners will be drawn via a random electronic draw at The Pavilion, Marine Pde, Maroubra Beach NSW, Australia 2035. at 10.00am on 17 May 2022 ("Prize Draw Date") and the Prizes will be awarded to the first five people drawn following winner validation and verification ("Major Winners").

Two (2) wombat Softboards apparel packs and Three (3) other winners will win a Maksha Balance board.

Twenty (20) other "spot prize" winners will be drawn & win \$50 SDS Online Vouchers to use at <https://www.sds.com.au> ("Prize"), with a total prize value of RRP\$50. These will be drawn once the one (1) Wombat Softboard and five (5) ROXY Surf Travel pack winners, two (2) wombat Softboards apparel packs and three (3) Maksha Balance boards have been established and confirmed after the 17<sup>th</sup> May 2022 or before this date if they confirm within this period.

Major Winners will be notified via email within one (1) business day of the draw. The name of the Major Winners will also be announced on <https://surfingnsw.com.au/her-wave/> from 17 May 2022 for a period of seven (7) 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 Major 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 five (5) ROXY surf travel pack winners, two (2) wombat Softboards apparel packs and the three (3) Maksha balance board winner. Entrants agree to comply with the Promoter's reasonable instruction/direction to claim their Prize.

### **Unclaimed prizes**

If the Major Winners cannot be contacted and the Prizes remain unclaimed at 5.00pm (AEDT) on 24th May 2022, the next people drawn after the Winner on the Prize Draw Date for Major Prize will be deemed one of the eight (8) Major prize winners. The initial picked Winners will be deemed to have forfeited the Prize and hence, will have no claim to the Prize.

The "back-up" Winners of the initial drawn major prize will be notified by email within one (1) business day of 24th May 2022. 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 Participant's 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 association 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.