

THE SURF CLUB



General Terms & Conditions FOR COMPETITIONS

1. Introduction

1.1 These Terms and Conditions (General Contest Rules) shall be binding on you (and your guests where applicable) when entering any competitions operated by SUNSHINE BEACH SURF CLUB, its sponsor or any company or website owned or controlled by SUNSHINE BEACH SURF CLUB.

1.2 These General Contest Rules apply to all SUNSHINE BEACH SURF CLUB contestants. SUNSHINE BEACH SURF CLUB may amend them from time to time. Special Terms and Conditions may apply to particular contests, in which case an addendum to these General Contest Rules will be made.

1.3 Copies of Contest Rules are available on request from SUNSHINE BEACH SURF CLUB. (Please e-mail reception@sunshinebeachslsc.com.au or ask at Reception)

1.4 Entry and participation in any competition shall be deemed an unconditional acceptance by you of these Terms. All entry instructions and any other specific details relating to the competition or the prizes form part of these Terms.

1.5 You must pass a copy of these Terms to your guests (if applicable) and ensure they comply with them. By entering the competition entrants will be deemed to have read and understood these rules and be bound by them.

2. Eligibility

2.1 You must be ordinarily resident in the Australia. Employees of SUNSHINE BEACH SURF CLUB, their immediate families or any other persons directly or indirectly connected with the competition are not eligible to enter any competition.

2.2 You may not enter a competition if, on the date it is announced, you do not conform to the required profile of entrant. For example a competition may be limited by age.

2.3 Unless otherwise stated you must be at least 18 years old, and if requested to do so, provide proof of your age.

2.4 You must provide personal details as reasonably requested to do so by SUNSHINE BEACH SURF CLUB. Refusal to comply will result in disqualification from the contest.

2.5 All decisions of SUNSHINE BEACH SURF CLUB will be final and binding. No correspondence will be entered into.

2.6 All entries must be received by SUNSHINE BEACH SURF CLUB by the closing date specified in the competition. No responsibility will be taken by SUNSHINE BEACH SURF CLUB for any answers that are illegible, misdirected, lost for technical or other reasons or received after the closing date.

3. Health and Safety

3.1 By entering a SUNSHINE BEACH SURF CLUB competition you agree to abide by these Terms and Conditions. You confirm and warrant that to the best of your knowledge your general state of health is good and you have no medical condition that could be adversely affected by strenuous exercise or any of the events or activities planned or reasonably expected to be involved in the competition.

3.2 You agree to co-operate and comply with all reasonable requests of SUNSHINE BEACH SURF CLUB and its agents and employees (in particular with respect to health and safety) in connection with the competition and its broadcast.

3.3 You must take all reasonable steps to ensure your own health and safety. Any conduct or behaviour, act or conduct by you that SUNSHINE BEACH SURF CLUB considers to pose any medical, security or safety risk will lead to your immediate disqualification (including without limitation, any abusive behaviour, physical or verbal).

3.4 All activities are undertaken at your own risk. You must notify SUNSHINE BEACH SURF CLUB of any medical or other condition which may mean that you are unfit for participation in a Contest as soon as you become aware of such a condition.

4. Prizes

4.1 All prizes must be collected within 30 days from the date of winning. After that time, unclaimed prizes will be deemed null and void. SUNSHINE BEACH SURF CLUB will not notify winners of the time remaining. It is the sole responsibility of winners to collect their prize.

4.2 Prizes must be collected in person unless otherwise advised by SUNSHINE BEACH SURF CLUB. Identification that includes a photograph (driver's licence, passport, student card) will be required. Where prizes are posted out, SUNSHINE BEACH SURF CLUB accepts no liability for the safe and effective postal delivery of a prize.

4.3 In certain situations, and subject to the absolute discretion of SUNSHINE BEACH SURF CLUB, a winner may nominate a designated representative to collect the prize. The representative will be asked to provide written authorisation from the winner and identification for both the winner and the representative.

4.4 Winners under the age of 18 must be accompanied by a parent or guardian when collecting their prize. Both the winner and their parent/guardian must provide photographic identification.

4.5 Where a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with at the absolute discretion of SUNSHINE BEACH SURF CLUB.

4.6 All prizes are accepted entirely at the risk of the winner and SUNSHINE BEACH SURF CLUB excludes all warranties in connection with any prize. Prizes may require use with additional safety equipment (e.g. harnesses, helmets) or specific training or licensing, all of which is the responsibility of the entrant/prize winner. SUNSHINE BEACH SURF CLUB is not liable for any costs relating to the collection of prizes or an add-on required i.e. travel, accommodation, etc.

4.7 Prizes are not transferable, must (where applicable) be used on the dates specified and may not be redeemed for cash.

4.8 If a specified prize becomes unavailable, SUNSHINE BEACH SURF CLUB may substitute a replacement prize at its absolute discretion. In such an instance, SUNSHINE BEACH SURF CLUB will endeavour to ensure the substitute prize is of equal or greater value to the original prize. Please allow 28 days for the delivery all prizes.

4.9 SUNSHINE BEACH SURF CLUB, its agencies, affiliates, sponsors and representatives are not responsible for defective prizes or misuse of any prize, or claims, liability, loss or damage arising out of or in connection with any contest promoted by SUNSHINE BEACH SURF CLUB.

4.10 If the winner(s) of the prize cannot be traced after all reasonable efforts having been made by SUNSHINE BEACH SURF CLUB, then SUNSHINE BEACH SURF CLUB may dispose of the prize as it thinks fit without any liability to the winner(s) for having done so.

4.11 Entry costs (where applicable) are as advertised. Entrants are liable for their costs to access telephone, mobile or computer networks.

4.12 Where prizes are to be provided by a third party then the winner(s) will be required to complete all appropriate or applicable booking or other formalities direct with such provider. SUNSHINE BEACH SURF CLUB will have no responsibility for the acts or defaults of any other persons.

4.13 SUNSHINE BEACH SURF CLUB reserves the absolute right to disqualify any entrant to any competition which it considers has used improper technical means to enter.

5. The Contest

5.1 SUNSHINE BEACH SURF CLUB does not accept responsibility for entries lost, damaged or delayed in transit to the competition address. Proof of posting will not be accepted as proof of receipt (nor will proof that an email has been sent be accepted as proof it has been received).

5.2 Source material utilised by SUNSHINE BEACH SURF CLUB's question compilers shall be taken as correct.

5.3 Fraudulent, illegible or incorrect entries will not be accepted (at the absolute discretion of SUNSHINE BEACH SURF CLUB).

5.4 The decision of SUNSHINE BEACH SURF CLUB's judges is final and conclusive in all circumstances and no correspondence will be entered into.

5.5 SUNSHINE BEACH SURF CLUB may terminate any contest at any time at its absolute discretion. In the event of such termination, SUNSHINE BEACH SURF CLUB may, at its absolute discretion, elect not to award any prize in respect of the terminated contest.

5.6 All entries become the property of SUNSHINE BEACH SURF CLUB and will not be returned to you unless otherwise stated.

6. Confidentiality

6.1 You undertake not to disclose, reveal, communicate or otherwise make public to anyone at any time any information relating to SUNSHINE BEACH SURF CLUB, its business, personnel, servants, agents or officers.

7. Publicity

7.1 Competitors may be required by SUNSHINE BEACH SURF CLUB to participate in a photo, video and/or film session, and acknowledge that SUNSHINE BEACH SURF CLUB has the right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit, unless that person informs SUNSHINE BEACH SURF CLUB at the time of entering the competition that he or she wishes to retain his or her anonymity.

7.2 Contest entries and material submitted in connection with any contest (whether in written, audio, electronic or visual form, or any combination of those) or any photographs, video and/or film footage and/or audio recording taken of competitors become the property of SUNSHINE BEACH SURF CLUB, which may use the material in any medium and in any reasonable manner it sees fit. Copyright in any such material remains the sole property of SUNSHINE BEACH SURF CLUB.

7.3 SUNSHINE BEACH SURF CLUB may publicise, broadcast or otherwise disclose a competitor's name, character, likeness, statements or any recording of his or her voice in advertising or promotional activities concerning a specific contest, or SUNSHINE BEACH SURF CLUB contests generally. SUNSHINE BEACH SURF CLUB may promote or advertise that a winner has won a contest.

7.4 SUNSHINE BEACH SURF CLUB may incorporate information from entrants in any contest in any database to be used for the purpose of its business. Upon entry into a competition a contestant will automatically give permission for use of personal data and this information will be retained in accordance with the Privacy Act.

8. SUNSHINE BEACH SURF CLUB - Exclusion of Liability

8.1 SUNSHINE BEACH SURF CLUB is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the competition or prizes, other than those costs and expenses specifically provided for in the prize (if any). This exclusion does not include any liability for negligence by SUNSHINE BEACH SURF CLUB

8.3 SUNSHINE BEACH SURF CLUB accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for any special, direct, indirect or consequential loss of any nature howsoever arising.

8.4 SUNSHINE BEACH SURF CLUB shall not be liable to perform any of its obligations under the competition or in respect of the prizes where it is unable to do so as a result of circumstances beyond its control and shall not be liable to compensate you in such circumstances.

9. Jurisdiction

9.1 These rules shall be governed and construed in accordance with Australian or Queensland Law.

9.2 Where SUNSHINE BEACH SURF CLUB has special contest Terms and Conditions in relation to a particular contest, then they (the special terms and conditions) will prevail in the event of inconsistency between those special contest Terms and Conditions and these General Contest Rules.

9.3 Persons under the age of 18 are ineligible to enter any contest where the prize consists of a vehicle or alcohol, or where the Special Contest Terms and Conditions otherwise provide.

9.4 A failure by SUNSHINE BEACH SURF CLUB to enforce any of these contest rules in any instance(s) will not give rise to any claim by any individual.

9.5 Special restrictions or qualifications may apply to particular contests, in which case an addendum to these General Contest Terms and Conditions will be made.

9.6 SUNSHINE BEACH SURF CLUB may change these General Contest Terms and Conditions at any time.