

‘SHARE YOUR THOUGHTS TO WIN BIG’ (CONSUMER SURVEY PROMOTION) TERMS AND CONDITIONS AUSTRALIA

1. The Promoter: is the non-profit organisation Surf & Boardsports Industry Association Inc (ABN 80 973 846 385) of 107 Horton Street, Port Macquarie NSW 2444 (‘SBIA’ or ‘Promoter’).
2. Competition: this “Share Your Thoughts To Win Big” competition (‘Competition’).
3. Eligibility: to be eligible to win any prizes offered pursuant to the Competition a person must:
 - a. Reside in Australia; and
 - b. Not be an ineligible person.
4. Ineligible person: a person is ineligible to win prizes in the Competition if the person is any of:
 - a. An officer or employee;
 - b. A member of the board of management or directors; or
 - c. Any of their immediate family,of the Promoter, an entity who has donated a prize, or their agencies or contractors.
5. How to enter: complete the online survey and the associated online entry form at <https://survey.alchemer.eu/s3/90325106/SBIA-2021-Customer-Survey>, in accordance with the instructions on the website. Completing the SBIA Consumer Survey is deemed acceptance of these terms and conditions and a representation and warranty that you meet the eligibility criteria and are 18 years of age or older (or if under 18 years old, you have obtained your parent’s or guardian’s consent).
6. Any eligible person (if under 18 years old, with their parent’s or guardian’s consent) can enter on-line.
7. Information on how to enter and prizes offered form part of the terms of entry in the Competition.
8. Cost: There is no cost to enter. However data usage charges may apply from your internet service provider when you access the promotional website.
9. Only one entry per person is permitted.
10. The Promoter reserves the right at its sole discretion to request winners to provide proof of their eligibility and identity (including proof of residency at the nominated prize delivery address) in order to claim a prize. If a winner cannot promptly provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
11. The Competition opens at 9:00am on Tuesday 2nd August, 2021 and closes at 11:59pm AEST on Friday 10th September, 2021 (‘Promotion Period’). The survey must be completed in its entirety and received by the Promoter before the end of the Promotional Period.
12. All entries are deemed received at the time of receipt of a completed consumer survey by the Promoter.
13. The Promoter accepts no responsibility for any late, misdirected, delayed, incomplete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason.
14. Entrants must not; tamper with the entry process, engage in any unlawful or other improper misconduct, submit an entry that is not in accordance with these terms and conditions, use multiple email addresses, postal addresses or PO Box addresses to register multiple qualifying entries or use any form of software or third-party application to enter multiple times, use a third party (including online competition entry site) to enter on their behalf (except

where the entrant needs to use those services of that third party to enter due to a disability) or engage in conduct in entering the Promotion which, in the opinion of Promoter, is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

15. If an entrant is found to have breached these terms and conditions, the entrant will be disqualified, and all their entries will be deemed invalid including any claim to any prize.
16. The winners will be the first eligible entries drawn by the Promoter for each selected prize by random computer selection at 10am AEST on Friday 24th September, 2021, at 104 Horton Street, Port Macquarie NSW 2444.
17. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
18. The winner/s will be notified by email by Friday 1st October, 2021.
19. To accept the prize the notified winner must confirm their win by return email within the time specified by the Promoter. Failure to do so will result in the prize being forfeited.
20. If an entrant's contact details change during the Promotion Period, entrants must notify the Promoter at admin@sbia.com.au.
21. If a prize is not accepted by return email or otherwise unclaimed for any reason, or the Promoter subsequently believes the winner is ineligible, then an unclaimed prize draw will be conducted at 9:00am on Friday 8th October, 2021 (AEST) at 104 Horton Street, Port Macquarie NSW 2444. The winner/s of the unclaimed prize draw will be notified by telephone or email within two days of that draw. All prize winners will be published on the Promoters website by www.sbia.com.au
22. The prize(s) will be delivered to the winner's advised street/business address. Delivery timeframes may be varied at the Promoter's discretion, due to public holidays, etc.
23. The prizes are:

Prize	Value (RRP)
\$750 Rip Curl voucher, URBNSURF voucher & Oakley sunglasses (Latch Matte Brown Tort w/ PRIZM Black) + 1 x YETI product	\$1,255.95
\$750 Rip Curl voucher + 1 x Yeti Product	\$789.95
Dragon Prize Pack + 1 x Yeti Product	\$539.95
Dragon Prize Pack + 1 x Yeti Product	\$539.95
\$500 Roxy Voucher + 1 x Yeti Product	\$524.95
\$150 Salt Gypsy voucher + \$150 OTIS voucher +1 x Yeti Product	\$324.95
\$150 Creatures of Leisure & Arnette items (GOTHBOY BLACK w/ GREY MIRROR BLACK + 1 x Yeti Product	\$335.95
Billabong Custom Wetsuit + 1 x Yeti Product	\$554.95
Volcom - Modulator 3/2mm Chest Zip Wetsuit - Black	\$400

24. Total prize pool is valued at **\$5,266.60** individual prize values are based on the current RRP's at the time of publishing these terms and conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value at any time during the Promotional Period.
25. Prizes cannot be transferred, exchanged or redeemed for cash.

26. For a prize that involves the winner participating in some event, function or experience or attendance at a third-party venue/premises then it is a condition of accepting the prize that:
- Participation is solely at the prize winner's risk;
 - The winner is responsibility to pay for all travel expenses and any other expenses associated with attending that venue/premises (unless the prize explicitly includes such costs);
 - the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
27. The Promoter accepts no responsibility for any misconducting resulting in injury and or loss associated with attendance at a prize provider's premises or elsewhere.
28. Gift vouchers which are part of the prize pool are subject to the terms and conditions stipulated by the issuer of the gift voucher. Once awarded, the Promoter is not liable for any voucher that is lost, stolen, forged, damaged or tampered with in any way.
29. If part of the prize pool is unavailable due to unforeseen circumstances, the Promoter reserves the right to substitute the prize for a prize of equal or greater value.
30. If for any reason this Promotion is not capable of running as planned due to unforeseen circumstances the Promoter reserves the right in its sole discretion to reschedule, amend or cancel the promotion.
31. The Promoter will make reasonable efforts to deliver prizes to the address provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter is not obliged to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of, or failure to deliver, prizes.
32. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law. The Promoter is not liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s (including without limitation due to attendance at an event or travel undertaken, including when there is any current health warning, epidemic or pandemic declared which would apply to or could be considered to impact, effect or apply to the relevant event or travel) except for any liability which cannot be excluded by law. The winners acknowledge and agree that the Promoter is not the originator of the products or services that comprise the prizes and any warranty concerning those products must be taken up with the entity who provided the prize.
33. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the entrant or any technical error, or any combination thereof that may occur in the course of the administration of this competition.
34. A third party research agency on behalf of the Promoter, is collecting the entrant's personal information for the purpose of conducting this consumer survey and subsequent promotion (including but not limited to determining the winner). If you are not willing for this to occur, then do not participate in the Competition.
35. The Promoter collects personal information about entrants, including their name and contact details which are provided when entering this competition via the Promoter's agent's platform. This information will not be provided to any third-party businesses, agencies or prize providers under any circumstances. Further entrants' details will not be added to any third party or agency mailing lists for the purposes of marketing material or correspondence.