- 1. Information on how to enter and prizes form part of these Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions. The Promoter reserves the right to modify the content of these Terms & Conditions with retroactive effect should modification be required to ensure the good execution of the competition.
- 2. The Promoter is Ug Manufacturing Co Pty Ltd of 27 Baines Crescent, Torquay Victoria 3228 Australia, ABN 63 005 047 941, Telephone 03 5261 6000 ('*Promoter'*).
- 2. Entry is open to anyone aged 12 years or older as at the start date of the competition. Employees of the Promoter and their immediate family members are ineligible to enter. Entrants under 18 years old must have parental/guardian consent to enter and the parent/guardian of the entrant must read and consent to all terms and conditions.
- 3. The competition commences on 15/02/2015 at 12.01am (AEDT) and closes on 15/03/2015 at 11.59pm (AEDT) ("Competition Period"). To be eligible, all entries must be received by the Promoter prior to the end of the Promotion Period.
- 4. To enter the competition participants must, during the Competition Period, visit www.quiksilver.com visitors will be automatically redirected to the regional Quiksilver website relevant to their location as set out below ("Website") and answer the question "Why is the Gold Coast so rad" in 25 words or less" ("Submission") and opt in / consent to receive communications from Gold Coast Tourism ("Entry" / "Entries"). Each entrant will only be permitted to submit one (1) Entry. In the event an entrant submits multiple Entries, only the first Entry will qualify. By entering the competition Entrants automatically consent to receive communications from the Promoter and agree to the reasonable use of their name and Submission and grant the Promoter and its affiliates, a royalty-free, worldwide, irrevocable, and perpetual right to use the Submission in any manner as the Promoter may choose, including on its websites, products and in promotional materials produced by or on behalf of the Promoter.
- 5. All Submissions will be assessed by a panel of judges from the Promoter's marketing team ("Judges") on 30/03/2015 at 27 Baines Crescent, Torquay VIC 3228 Australia and the Entrant who submitted the most creative Submission, as determined by the Judges, will win a trip for 2 to the Gold Coast, as outlined below ("Winner"). This competition is a game of skill and chance plays no part in determining the Winner. The decision of the Judges will be final and no correspondence will be entered into in relation to the competition.

## Prize:

The prize comprises:

- 2 return economy airfares to Queensland, Australia from the Winner's closest major city;
- 5 nights' accommodation in a 1-bedroom apartment at Reflections Coolangatta Beach (http://www.reflectionscoolangattabeach.com.au/);
- 2 Unlimited World Passes which allow unlimited entry to Dreamworld, WhiteWater World and SkyPoint Observation Deck;
- A shopping spree for the Winner to the value of AUD\$500 at the Quiksilver store in Coolangatta (awarded as a gift card).

Total maximum value of Grand Prize: AUD\$7,200 (depending on Winner's departure point). The Promoter takes no responsibility for any variation in the Prize value.

## **Prize Conditions:**

- ★ The Prize is subject to availability and conditions.
- ★ The Prize must be taken from between 1 May, 2015 and 30 June, 2015 and is subject to accommodation and flight availability. In the event that the Winner is unable to travel during the stipulated period then they forfeit the Prize and the Winner will be awarded an AUD\$1000 voucher valid for redemption from the Website in lieu of the Prize.

- ★ No changes can be made to travel arrangements once tickets have been issued.
- ★ Flights are subject to the fare rules and General Conditions of Carriage of the relevant carrier.
- ★ No frequent flyer/airline reward program points will be earned on the flights.
- ★ Any extension to the duration of the Prize is at the Winner's sole expense and subject to availability at the time of booking.
- ★ The Winner can nominate one person to accompany them on the Prize trip. In the event that the Winner is under 18 years of age, the accompanying person must be a parent or guardian or a parent or guardian must accompany the Winner and their companion at their own cost.
- ★ The Winner and their travel companion must depart from and return to the same departure point and travel together. Travel arrangements to and from the Winner's home and the departure point do not form part of the Prize and are the responsibility of the Winner.
- ★ The Promoter is not responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner.
- ★ The Prize does not include travel insurance, passports, visas, spending money, meals, medical expenses, laundry, telephone calls, transfers, taxes not included in the price of the ticket, ground transportation and any other costs other than those described above as part of the Prize. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. A credit card imprint or cash deposit may be required from the Winner at time of accommodation check-in to cover incidental charges.
- ★ The shopping spree shall take place at the Quiksilver store in Coolangatta, located at The Strand, Coolangatta and will be awarded to the Winner in the form of a gift voucher valid for the duration of the Prize trip. The gift voucher can only be used for one full transaction and the Winner will need to spend the full amount (AUD\$500) in one purchase and cannot split their purchase.
- ★ The Winner (and their travel companion) must satisfy the Promoter as to their health and fitness for travel. As a condition of accepting Prize, Winner (and their travelling companion) may be required to sign legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
- ★ In accepting the Prize, the Winner and their travel companion agree, upon the reasonable request of the Promoter and without remuneration, to participate in all promotional activities relating to the competition including but not limited to being interviewed or photographed and consent to the Promoter and its related bodies corporate using their name and image in promotional material.
- 6. The Winner will be notified by email within 24 hours of being selected. The name of the Winner will also be announced on the Website on 31/03/2015. All reasonable efforts will be taken to contact the Winner. If the Prize remains unclaimed on 15/04/2015, the Submissions will be reassessed and a new winner will be selected from the Entries (the original Winner will have no claim to the Prize).
- 7. The Promoter reserves the right to disqualify any Entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any Entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging.
- 8. The Prize is not transferable or exchangeable and cannot be taken as cash. The Promoter will not be responsible if the Prize or any part of the Prize become unavailable for reasons beyond the Promoter's control.
- 9. If for any reason this competition is not capable of running as planned, whether caused by infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other cause beyond the Promoter's control which corrupt or affect the administration, security, fairness or integrity of the competition, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the competition.

- 10. 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 obligation.
- 11. 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.
- 12. Entry details remain the property of the Promoter. Entrants consent to the Promoter using and disclosing to third parties involved in the competition (including Gold Coast Tourism) personal information provided in connection with this competition for the purposes of facilitating the conduct of the promotion and awarding the Prize. 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 (a copy of which is available on the Website).
- 13. This competition shall be governed by the laws of Victoria, Australia and subject to the exclusive jurisdiction of the Victorian courts. This competition shall be void where prohibited by law.

## Regional Quiksilver websites ('Website'):

http://quiksilver.com http://www.guiksilver.com http://m.quiksilver.com http://blog.quiksilver.com http://www.guiksilver.com.br http://assets.guiksilver.com http://quiksilver.com.au http://quiksilver.co.nz http://quiksilver.co.id http://quiksilver.com.sg http://quiksilver.com.ph http://quiksilver.co.jp http://quiksilver.cn http://quiksilver.kr http://www.guiksilver.co.uk/ http://www.quiksilver.fr/ http://www.guiksilver.de/ http://www.quiksilver.es/ http://www.quiksilver.pt/ http://www.quiksilver.it/ http://www.quiksilver.ie/ http://www.quiksilver.eu/ http://www.quiksilver-europe.at/ http://www.guiksilver.be/ http://www.quiksilver-europe.cz/ http://www.guiksilver.dk/ http://www.guiksilver.lu/ http://www.quiksilver.nl/ http://www.quiksilver-europe.pl/ http://www.quiksilver.ru/

http://www.quiksilver-europe.sk/ http://www.quiksilver.fi/ http://www.quiksilver-europe.se/ http://www.quiksilver.ch/