

Terms & Conditions of Entry

These Terms & Conditions of Entry contain important information you need to know about your entry and the Promotion generally. Make sure you read these Terms & Conditions of Entry carefully.

Information about how to enter and the prizes form part of these Terms & Conditions of Entry. If you choose to participate in this Promotion, then you agree that these Terms & Conditions of Entry apply to your entry.

PROMOTION	Win a North Kite or Wing Membership Promotion 2021 (Promotion).
PROMOTER	The Promoter is Kiteboarding Australia Limited (ABN [92159967101]), of [PO BOX 870, Moruya, 2537, NSW] (we, our, us, Promoter).
PROMOTION PERIOD	The promotion starts at 12am on the 30 th of August, 2021 AEST and closes 11:59pm on the 31 st of October, AEST (Promotion Period). No entries will be accepted after this time.
WHO CAN ENTER	Entry is open to Australian Residents and persons 18 years or older as at the commencement of the Promotion. Employees of our company and its subsidiaries (and their immediate families) and the employees of any agencies associated with this Promotion are ineligible to enter. When we say 'immediate families' we mean spouse (whether married or defacto), child, parent, grandparent, uncle, aunt, sibling, niece, nephew or cousin.
HOW TO ENTER	<p>To enter, <i>Join or renew a Kiteboarding Australia Membership during the competition period (excluding event or come & try)</i></p> <p><i>You can only enter once.</i></p> <p>Entries must be received during the Promotion Period and in accordance with these Terms & Conditions of Entry. Entries will not be accepted in any other way or form or at any other time. Your entry is deemed to have been received when we actually receive it (not when you send it). Incomplete and ineligible entries will be deemed invalid. We'll also invalidate any entry which (in our opinion) breaches these Terms & Conditions of Entry or any other content guidelines published by us as part of the entry process for the Promotion. Once submitted, you cannot alter or delete your entry.</p>
PRIZE(S)	<p>The prize includes a choice of 1x North Reach 10m including Navigator Control Bar (rrp \$3049) or a North Nova Wing 5m (\$1300).</p> <p>To be clear, there will only be one winner of the draw, and they can choose one of the two options.</p> <p>Prizes are not transferable or exchangeable and cannot be redeemed for cash or any other form of consideration. The value of each prize is accurate as at the time of preparation of these Terms & Conditions of Entry. We accept no responsibility for any variation in the value of a prize after that date. If a prize is unavailable for any reason, we may substitute it for another item of equal or higher value, subject to any written directions of a regulatory authority. If a winner does not take an element of a prize by the time stipulated by us, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the prize. We accept no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.</p>
PRIZE POOL	The total prize pool is \$4349 (RRP, including GST). Any costs not expressly included in the prize description are the responsibility of the winner.
WINNER SELECTION & NOTIFICATION	<p>A random draw from all entries received during the Promotion Period will be conducted at 648 Congo Road, Congo, 2537, NSW at 4pm on the 4th of November, 2021 AEST. =</p> <p>The Promoter reserves the right to draw 5 additional reserve entries and to record them (in order drawn) in case an invalid entry or ineligible entrant is drawn as a winner or a winner is unable or unwilling to accept the prize.</p>

The winner will be notified by either phone or email within 2 business days of determination, and will be provided with instructions which they must follow in order to verify their entry and claim their prize.

Winners names will be published on our website www.kiteboardingaus.com.au / & Facebook Page/Instagram Page/Twitter Page on or around 10th of November, 2021.

The Promoter's decisions are final and no correspondence will be entered into.

CLAIMING YOUR PRIZE

Prizes must be claimed by the 30th of November, 2021. If you are a prize winner and don't accept or claim your prize by this date, then your entry will be deemed invalid.

To claim your prize, you must follow the instructions set out in the notification message we send to you telling you that you're a winner. This includes providing verification information regarding your entry, if requested by us. We will make reasonable efforts to contact you, but if you've not claimed your prize by the prize claim date specified below, or we determine that your entry is not in accordance with these Terms & Conditions of Entry, then your entry will be declared invalid, and we may award the prize to the next complete and eligible entry drawn.

If a prize winner complies with these Terms & Conditions of Entry, and we verify and accept the entry in accordance with these Terms & Conditions of Entry, we will deliver the prize within 28 days of the winning entry being verified, to the address provided by you at the time of completing your entry or via the verification process.

SOCIAL MEDIA

In participating in the Promotion, you must also comply with the terms of use of any social media platform via which we conduct the Promotion.

If the Promotion is conducted via the Facebook or Instagram platforms:

- (a) You acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.
- (b) You acknowledge that any information you provide in connection with the Promotion is provided to us (as the Promoter) and not to Facebook or Instagram.
- (c) Any questions, comments or complaints regarding the Promotion will be directed to us (as the Promoter), and not to Facebook or Instagram.
- (d) You release Facebook, Instagram and their associated companies from all liability arising in respect of the Promotion.

GENERAL

1. We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, social media functionality, social media owners, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including (without limitation) any costs incurred.
2. We may declare any or all of your entries invalid, and prohibit your further participation in this Promotion, if you:
 - (a) fail to verify your personal details and/or eligibility to enter the Promotion to our satisfaction;
 - (b) tamper with or benefit from any tampering with the entry process or the operation of the Promotion;
 - (c) submit an entry which in our opinion is not in accordance with these Terms & Conditions of Entry;
 - (d) act in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
 - (e) engage in conduct in entering the Promotion which in our opinion is unfair or in bad faith, fraudulent, misleading, deceptive, unlawful, wrongful, or

generally damaging to the goodwill or reputation of the Promotion and/or us or any prize provider. This includes where you share receipts or product labels to enter the Promotion or where you use multiple names or addresses to register multiple entries.

3. If requested by us, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to us and our associated companies and agencies using their name and image in promotional material.
4. If for any reason any aspect of this Promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, then we may cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries (subject to any written directions from a regulatory authority).
5. Our decisions in connection with the Promotion are final and no correspondence will be entered into.
6. We and our associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
7. We may, in our absolute discretion, prohibit an entrant's participation in this Promotion, cancel or suspend a prize, or otherwise cease to provide any prize to a winner, if the entrant or winner (or any companion) is (in our opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish our good name and reputation or our products and brands, or is contrary to law or is otherwise inappropriate.
8. We accept no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, you agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
9. We collect personal information in order to conduct the Promotion and may disclose such information to third parties (including agents, contractors, service providers and prize suppliers) for that purpose. We may also use your information for marketing and promotional purposes.
10. Any part of these Terms & Conditions of Entry which are void or not enforceable by law will be automatically severed from these Terms & Conditions of Entry, where possible, to ensure that the remaining provisions of the Terms & Conditions of Entry remain in effect. We may vary these Terms & Conditions of Entry from time to time as required for compliance with law or for the purposes of correcting any error or omission. As such, it is the responsibility of every entrant to ensure that they review these Terms & Conditions of Entry at the time of entry and all other material times.
11. These Terms & Conditions of Entry will be governed by and must be construed in accordance with the laws of various states and territories within Australia.