

RED BULL JUNIOR SURF MASTERS COMPETITION 2008

TERMS AND CONDITIONS

These terms and conditions ("**Terms**") which, along with the entry form and the regulations of the Competition, and waiver and release of liability constitutes the entire agreement between Red Bull Australia Pty Ltd (ABN 67 085 840 259) ("**Red Bull**") and the competitors ("**the Participant**") ("**Agreement**") in relation to participation in the RED BULL JUNIOR SURF MASTERS 2008 ("**Competition**").

In consideration of Red Bull accepting the Participant's entry and allowing them to compete and/or participate in the Competition, along with the Participant's chance to win the Competition prizes, the Participant must fully and unconditionally agree, acknowledge and accept these Terms.

Entry to the Competition:

1. Information on how to enter the Competition and prizes form part of this Agreement. Participation in the Competition is deemed acceptance of the terms and conditions of Agreement. Red Bull reserves the right to amend these Terms at any time without prior notice.
2. Entry to the Competition is only open to Australian residents aged between 15 and 20 years. Employees (and their immediate families) of Red Bull and agencies associated with the Competition are ineligible to enter.

Competition Rules and Format:

3. The Red Bull Junior Surf Masters Qualification events will follow the Surfing Australia/ASP Australasia Rule Book at all qualifying events. Each qualifying event will follow a standard 4 person, 50% progression (1st & 2nd from each heat progress to the next round) heat format. Heats will be 20 minutes duration.
4. The top four winners in each qualification event will gain an entry into the Red Bull Junior Surf Masters Trials event on the 29 August 2008 at Queenscliff, Manly Beach ("**Trials Event**").
5. The top four winners from the Trials Event will gain entry into the Red Bull Junior Surf Masters Finals together with 15 invited pro junior surfers and 1 wild card entry.
6. Red Bull reserves the right to invite any surfer into any Competition related event at its sole discretion.
7. The trials and finals events of the Competition will follow the Torched Format, being:
 - a. Five surfers in the water for 80 mins.
 - b. Heats are scored with the best one wave to count. After 20 mins the lowest scoring surfer is torched (out).
 - c. All scores go back to zero and the highest scorer from the previous round can choose his 1st wave.
 - d. This is repeated until a winner is determined.
8. Red Bull reserves the right to change the Competition format for any reason including, but not limited to, weather, number of entries, time constraints or any unforeseen incidents.
9. Competitors can call Surfing NSW on 02 9349 7055 or ask the Beach Marshal at the event for clarification of any competition rules.
10. Applications will be assessed on a regional quota system which is available at Surfing NSW on 02 9349 7055.
11. Successful applicants will be required to pay a \$30-00 (including GST) entry fee which will be donated to Surfing NSW surfing development, as agreed by Red Bull and Surfing NSW.
12. The total prize pool for all the Red Bull Junior Surf Masters related events is over \$50,000.00. Further details about the specific prizes will be posted on our website: www.redbull.com.au.
13. Prizes at any Competition related event (excluding the finals) may not be exchanged for cash.

General:

14. In the event that a winner of a prize is under the age of 18 years, the prize will only be awarded to the winner if the winner provides written and signed consent from their parent/guardian, permitting them to participate in the prize. This consent is in addition to the waiver of liability and indemnity that is required to be signed by the winner's parent/guardian.
15. This is a game of skill and chance plays no part in determining the Finalists or eventual winners. Red Bull's decision in relation to all matters pertaining to the Competition is final and no correspondence will be entered into.
16. If for any reason a winner does not take an element of the prize at the time stipulated by Red Bull, then the prize or that element of the prize will be forfeited.
17. If any prize (or part of any prize) is unavailable, Red Bull, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
18. Red Bull collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties. By entering the Competition, unless otherwise advised by the Participant, each Participant consents to the information they submit with their entry being entered into a database and Red Bull may use this information (in any media for future promotional, marketing and publicity purposes, without restriction, and without any further reference or payment or other compensation to the Participant. All personal details of the Participants will be stored at the office of Red Bull. A request to access, update or correct any information should be directed to that office. For further information on Red Bull's privacy policy, refer to the Privacy section of our website: www.redbull.com.au
19. Red Bull reserves the right, at any time, to verify the validity of entries and Participant (including a Participant's identity, age and place of residence) and to disqualify any Participant who submits an entry that is not in accordance with these Terms or who tampers with the entry process. Failure by Red Bull to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. It is a condition of entry that the Participant agrees to their image, and/or voice, as recorded, photographed or filmed during the Competition (including but not limited to as part of the Competition), may be broadcast or published by Red Bull worldwide in any media, including but not limited to, television, radio, internet, newspapers, magazines, or any other advertising or marketing in connection with this Competition and/or any future event, and the Participants will not be entitled to any fee for such use. Participants' consent to any use of the above created materials in a way which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth)
21. If the Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Red Bull, Red Bull reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Participant; or (b) to modify, suspend, terminate or cancel the Competition, as appropriate.
22. Any cost associated with accessing the Competition website is the Participant's responsibility and is dependent on the Internet service provider used.
23. Without in anyway limiting any other provision in these Terms, and except for any liability that cannot be excluded by law, Red Bull and Competition organisers (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under Red Bull's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Red Bull) due to any reason beyond the reasonable control of Red Bull; (d) any variation in prize value to that stated in these Terms; (e) if the Competition is cancelled for any reason beyond the reasonable control of Red Bull; (f) any tax liability incurred by a winner or Participant; (g) participation in the Competition; or (h) use of, or participation in the prize.
24. As a condition of participating in the Competition or taking a prize, the individual must sign any legal documentation as and in the form required by Red Bull / Prize Supplier / Competition organisers in their absolute discretion including but not limited to a legal and talent release and indemnity form. If the individual is under 18 years of age, his or her parent or guardian must sign any legal documentation on his or her behalf.