

Surfboard Competition

Terms and Conditions of entry

1. Information on how to enter and the prize details form part of these terms and conditions of entry. By participating, entrants agree to be bound by these terms and conditions.
2. The Promoters are The Herald & Weekly Times Pty Ltd (HWT), of 40 City Road, Southbank, 3006 Victoria. ABN 49 004 113 937 and the Australian Broadcasting Corporation (ABC), 700 Harris Street, Ultimo, 2007, NSW, ABN 52 429 278 345.
3. Employees and immediate family of the Promoters and their agencies associated with this promotion are ineligible to enter.
4. Entry is open to legal residents of Australia over the age of eighteen (18) years old. The Promoters reserve the right to request the prize-winner to provide proof of age, identity and residency prior to awarding the prize
5. Competition opens on Wednesday August 27, 2008 and closes at 6.00pm Wednesday October 29, 2008. To enter, tell us in 50 words or less 'What your favourite song to surf to would be and why?' Don't forget to include your full name, address, age and contact details including telephone number.
6. There will be one (1) winner. They will receive a unique surf board from Base surfboards crafted by board shaper Darren Handley and signed by Mick Fanning and Stephanie Gilmore. It has also been illustrated by triple j's designer Brad Cook.
7. Only entries that comply with these terms and conditions will be eligible. Entry to the competition is free and entrants can enter as many times as they wish. Entries are to be emailed to: jmagcomps@hwt.com.au with the words 'Not Wipeout' in the subject line or mail to 'Not Wipeout' Competition PO Box 14725, Melbourne, Victoria, 8001. The entries will be judged, at the *jmag* office, Level 4, 40 City Road Southbank, Victoria. The winner will be notified by phone or email. Winner's name will be published in Public Notice section of The Australian Newspaper on Saturday November 8, 2008.
8. Upon receipt of entries, they become the property of the Promoters and will not be returned to the entrants. The entrants irrevocably consent to the Promoters publishing the entries and entrants' names in *jmag* and/or internet.
9. The Promoters' decision is final and binding. No correspondence will be entered into. Judging will be by suitably qualified judges (from within *jmag*) able to assess the quality and creativity of the entries and each entry will be judged on its merits. Chance plays no part in determining the winner.
10. The Promoters will not be responsible if the prize or any part of the prize becomes unavailable for reasons beyond the Promoters' control. In the event of such cancellation, re-scheduling or unavailability of the prize, the Promoters will endeavour, but are not obliged, to provide a substitute prize of equivalent value.
11. The prize is strictly as above. The prize is not transferable or exchangeable and cannot be taken as cash. The Promoters accept no responsibility for any variation in the prize value. The promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these terms and conditions.

12. To the full extent permitted by the law, the Promoters exclude liability for any loss, damage or injury whatsoever suffered or sustained (including, but not limited to direct, indirect special or consequential loss or damage, loss of opportunity revenue or profit) arising directly or indirectly out of or in connection with this promotion.
13. By entering into this competition the entrant agrees that if they win, they and their companion who shares their prize (whom the entrant must make aware of these terms and conditions) acknowledge and accept that participation in the prize is at their own risk. To the extent permitted by law, the winning entrant (and his/her companion) must exclude, release and forever discharge the Promoters, and their respective employees, officers, agents and contractors from all liability for claims, loss, damage, cost or expenses (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third party rights or otherwise arising. The winning entrant (and his/her companion) must, on request of the Promoters, execute any and all documentation (if any) necessary to give effect to this clause.
14. The Herald & Weekly Times Pty Limited collects your personal information to assist us in providing the goods or services you have requested, to process your competition entries, and to improve our products and services. We or any of our Australian related companies may be in touch by any means (including by SMS or email) at any time in the future to let you know about goods, services or promotions which may be of interest to you. We may also share your information with other persons or entities who assist us in providing our services, running competitions or with other companies who provide prizes for competitions or reader offers. This company is part of a global media and entertainment company. We would like to share your information with these overseas-related companies so that they can contact you with offers.

If you would prefer us not to, please email our privacy officer at: privacy@hwt.com.au or phone (03) 9292 2000 or fax (03) 9292 2101. Mail can be sent to the Privacy Officer, The Herald & Weekly Times Pty Limited, P O Box 14999, Melbourne Victoria 8001. You can gain access to your personal information by contacting our Privacy officer. The full privacy policy can be found at: news.com.au/heraldsun/privacy and abc.net.au/privacy.htm

15. Total prize pool is \$750