

Surfline Next Wave Club Grant

Terms and conditions

Schedule to Entry Conditions

1. Promoter and prize supplier
 - a. Name: Surfing New Zealand
 - c. Address: 103 Fernleigh Glade, Whangamata 3620
 - d. Phone: 021 2278732

2. Entry is open to (each an “Applicant”):

- a. New Zealand boardriders clubs
- b. Club must be affiliated to Surfing New Zealand for the current year
- c. Club must be ready, willing and able to complete all entry requirements as set out within these Terms and Conditions

3. Promotional Period

- a. The promotion starts October 7~~6~~, 2022 at 9:00am NZDT and closes November 15~~4~~, 2022 at 12:00am NZDT. (“Promotional Period”)

4. How to Enter

- a. Eligible clubs must submit entries via the following methods (the “Application”):
- b. Introduce their boardrider club and local beach via 500-word essay and images and/or video clip (30 seconds minimum)
- c. Explain why their club and beach needs the grant
- d. Explain in detail how their club or association would use the grant
- e. Outline how the grant would help their club and members

5. Entry Requirements

- a. Applications must not infringe copyright, trademark, privacy, or publicity rights of any person or organisation.
- b. Once an Application is submitted, it is considered final, and no changes or amendments will be accepted
- c. Submission of an Application is deemed acceptance of these Terms and Conditions.
- d. The Applicant must ensure that the correct contact details are entered in the application form so that the Promoter may contact the Applicant.
- e. Applicants must address all of the requirements in their application. Incomplete or illegible applications will not be considered.
- f. Applicants are limited to one entry per Promotional Period.

6. Prize Details

- a. Total Prize pool \$5,000 NZD
- b. First prize - \$3,500 NZD
- c. Second prize - \$1,500 NZD
- d. Prize payments will be made to the nominated boardrider club bank account
- e. Within 30 days of receipt of a tax invoice issued by a sporting club or association, the Grant will be awarded by The Promoter paying that invoice.
- f. In the case of a club renovation or similar request, a quote or tax invoice from a fully licensed tradesperson or organisation may be required.
- g. It is a condition of accepting a Grant that eligible applicants participate in any media opportunities requested by the Promoter, including photographs, interviews, and promotional material.

7. Successful applications

- a. The winning Applications will be chosen on the week commencing November 14, 2022 by a judging panel selected by the Promoter.
- b. The winners will be determined by way of selection (the “**Selection**”) by the Promoter at its sole discretion based on the eligible Applications and the most deserving.
- c. The winning club will be determined on merit. Chance plays no part in this promotion.

d. All determining decisions relating to the Grants, including but not limited to the allocation of the Grants, are final and no correspondence will be entered into. Grants cannot be transferred.

8. Winner notification

a. Winning clubs will be notified by a phone call and an email to contacts provided on [date and time]. The names of the winners will be published on Surfing New Zealand digital platforms and may also be published on the global websites and social channels of the Major Prize Supplier (defined in Section 11).

9. Unclaimed Prize Draw

a. If the winner does not respond to the Promoter via email or phone within 5 days of winner notification; the Grant will be forfeited and will be re-allocated to the next winner as determined by the Promoter.

10. Use of Grants

- a. Successful Applicants must ensure that their organisation uses their grant to implement their program to the benefit of the organisation, as outlined in the applicant's submission
- b. The Promoter reserves the right to require successful applicants to provide further detail about the proposed expenditure of any Grant made under this program, including any requirements within Clause 15 below
- c. Use of the prize outside of the permitted scope as outlined in the application will result in immediate termination of the application and of any possible or future funding of a Grant.
- d. Successful Applicants must provide receipts, proving the application of the Grant if requested by the Promoter to do so

11. Other terms

- a. SurflineWavetrak, Inc. (together with its subsidiaries and affiliates, the "Major Prize Supplier") made a monetary donation for this Grant but is not involved in the management of this promotion and is released from any liability related to this promotion as set forth in these Terms and Conditions.
- b. The Promoter and Major Prize Supplier may promote (and the Applicant acknowledges and agrees) information about the Winners or Runners Up and any content (including, videos, imagery or statements) submitted by Applicant in an Application (including any derivatives thereof created by Promoter or Major Prize Supplier), on various channels of the Promoter and/or Major Prize Suppliers media and communication channels as well as in club related marketing material for an indefinite period throughout the world. This may include filming, holding presentation ceremonies and other media events.
- c. The Promoter and Major Prize Supplier will have full and sole ownership and rights and usage of any imagery, videos, statements or other content captured or submitted by the Applicant in relation to the Application, Program or the Organisation's activities and any content created therefrom by Promoter or the Major Prize Supplier to promote this promotion (collectively, the "Proceeds"). In accordance with the foregoing, by submitting an Application the Applicant assigns to Promoter and the Major Prize Supplier any right, title and interest the Applicant or Organisation may have in the Proceeds, including but not limited to copyright, trademarks, and rights of publicity.
- d. Any financial assistance provided by the Promoter in relation to the Program is considered a donation and is provided exclusive of GST regardless of the recipients GST registration status.
- e. The Promoter may vary the method of payment of the grant at its sole discretion.
- f. The grant recipient must repay the full relevant part of the granted funding to the Promoter with 14 business days after it receives formal notification from the Promoter if the Promoter has overpaid the grant recipient.
- g. The Promoter retains absolute discretion to determine the prize category to which an Applicant or Organisation may be entitled. An Applicant is only entitled to win one (1) Prize in 2022. The Promoter may also ask the successful Applicants and Organisations to execute an acknowledgement setting out the use of any grants or prizes, and promotional activity as a condition of receiving a grant under the Program.
- h. By submitting an Application into this promotion entrants consent to receive promotional and other marketing messages from the Major Prize Supplier and the Promoter with the approval of Surfing New Zealand. Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Major Prize Supplier and/or the Promoter.
- i. Each Applicant irrevocably waives liability and releases Major Prize Supplier and its respective owners, officers, shareholders, directors, employees and agents ("Released Parties"), from any and all claims Applicant has or may have against the Released Parties arising from or related to the Applicant's, or its Organisation's, participation in or submission for the promotion, eligibility, receipt and/or use of any prizes, awards or other benefits related to the promotion, including, without limitation, any claims arising from or related to: (i) the operation and management of the promotion, including distribution of prizes; and (ii) Released Parties' use of the Proceeds.