

ROXY 'WIN YOUR WISHLIST' COMPETITION

TERMS AND CONDITIONS OF ENTRY

The Competition is run by Ug Manufacturing Co Pty Ltd (ABN 63 005 047 941) of 1 Billabong Place, Burleigh Heads, QLD 4220 (**Promoter**).

By entering and/or participating in the competition, you agree to the following terms and conditions ("**Terms and Conditions**").

Instructions, prizes and information on how to enter form part of these Terms and Conditions. All entries must comply with these Terms and Conditions to be valid.

COMPETITION TIMING

Competition commences at 11:59pm (AEDT) on 1 December 2020 and ends at 11.59pm (AEDT) on 24 December 2020 ("**Competition Period**"). Time will be determined according to Promoter's timekeeping systems. The timeliness of any action or inaction relating to the Competition will be determined in the Promoter's sole discretion.

ELIGIBILITY

Entry is open to residents of Australia and New Zealand who are 18 years of age or older. Employees of the Promoter and their respective subsidiaries, affiliates, officers, agents and the immediate family members of each are not eligible to participate in the competition. Proof of identity must be furnished upon request.

ENTRY

To be eligible to enter the competition, entrants must, during the Competition Period, Entrants must fill out and submit an entry form online at www.roxyaustralia.com.au/gift-ideas or www.roxy-newzealand.co.nz/gift-ideas (which includes providing their name and email address) ("**Entry**").

Each Entrant must submit only one Entry. If a contestant submits multiple Entries, only the first Entry received by the Promoter will be considered.

PRIZE DRAW

One (1) winner will be selected from all Entries via a random electronic draw at 1 Billabong Place, Burleigh Heads, QLD 4220 on 11 January 2021 at 9am (AEDT) and prize will be awarded following validation and verification of the winner.

The winner will be notified via telephone and/or email by 1 February 2021. The names of the winners will also be announced on www.roxy.com.au and www.roxy.co.nz on 1 February 2021 for a period of 28 days. All reasonable efforts will be taken to contact the winners. The Promoter accepts no responsibility for unread, undelivered or incorrectly provided email information. If the winners or a winner cannot be contacted and the Prize remains unclaimed at 8am (AEDT) on 1 March 2021 a redraw will take place (subject to any directions from a regulatory authority) at 1 Billabong Place, Burleigh Heads, QLD 4220 at 9am (AEDT) on 1 March 2021 and the winner will be notified by telephone and/or email within one (1) business day of the redraw. The original winner will have no claim to the Prize.

PRIZE

The first valid Entry drawn will win;

- (i) One (1) voucher with approximate commercial value of \$500AUD to be used on the website www.roxy.com.au or www.roxy.co.nz within twelve (12) months from the date of issue ("**Prize**").

The draw result is final and no correspondence will be entered into. The Promoter takes no responsibility for any variation in the Prize value. The Prize is not transferable or exchangeable nor can it be redeemed for cash. If the Prize or any element of the Prize becomes unavailable for any reason beyond Promoter's control then a similar prize or prize element of equal or greater value will be awarded to the winners in lieu, subject to the approval of the relevant regulatory authorities, if required. Without limiting the foregoing, the Promoter may, at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in these terms and conditions).

GENERAL CONDITIONS

1. Entrants and participants in the Competition are responsible for ensuring their familiarity with the Terms and Conditions at the time of participation. The Promoter's decision not to enforce its rights or any specific restriction (whether communicated to an entrant or not) does not constitute a waiver of those rights, restrictions or of the Terms and Conditions generally.
2. Participants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a Participants ineligibility after the Promoter has awarded a prize to the ineligible entrant.
3. Entries not complying with these Terms and Conditions are ineligible and the Promoter reserves its absolute right to disqualify any entrant from the Competition if any entries do not comply with these Terms and Conditions.
4. The Promoter's (or an associate of the Promoter) decision in relation to any aspect of these Terms and Conditions is final and binding on every person who enters. No correspondence will be entered into.
5. A request by an entrant to modify any information provided should be directed to the Promoter.
6. The Prize is not transferable or exchangeable nor can it be redeemed for cash.
7. If the Prize or any element of the Prize becomes unavailable for any reason beyond the Promoter's control then a similar prize of equal or greater value will be awarded to the winner in lieu, subject to the approval of the relevant regulatory authorities (if required). Without limiting the foregoing, the Promoter may, at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in these terms and conditions).
8. Any tax liability arising because of accepting the prize is the winner(s) responsibility.

9. All prize advertisements depicting or describing the prizes and trade mark references are illustrative rather than depictive and do not imply an association with the Promoter.
10. Entrants consent to the use of their names, likeness or image by the Promoter if they are the winner of the Prize for an unlimited period of time without remuneration. Entrants agree to comply with any reasonable direction of the Promoter in this regard.
11. If for any reason any aspect of this competition is not capable of running as planned, including by reason of war, terrorism, state of emergency, disaster, infection by computer virus, telephone network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of the relevant authorities, if required.
12. 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 obligations.
13. By entering the competition, an entrant warrants they are eligible to enter.
14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. Any rude, defamatory, offensive, illegal, incomprehensible, incorrect or incomplete entries (all of which will be at the absolute discretion of the Promoter), or which breach any law or infringe on third-party rights, including intellectual property rights will be invalid and may be removed by the Promoter.
16. 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).
17. 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 which can be viewed at rvca.com.au/customer-help/privacy-policy.html. At an entrant's request, all information provided to the Promoter will be removed from our databases.

18. The laws of Queensland, Australia apply to these Terms and Conditions and Participants submit to the exclusive jurisdiction of the courts of Queensland, Australia.