

O'NEILL ROOKIE RIPPERS CONTEST AND SURF ACADEMY PRIZE COMPETITION TERMS AND CONDITIONS

1 THE PROMOTER

The promoter is: O'Neill Europe B.V., having its registered office at Oosteinde 32, 2361 HE Warmond The Netherlands.

2 THE COMPETITION

- 2.1 The title of the competition is "Win a place at the O'Neill Rookie Rippers Surf Academy in Bristol".
- 2.2 To enter the competition, each entrant must post to either the entrant's Instagram or TikTok account a video clip between five seconds and one minute in length with original video showing the entrant surfing with the hashtag "#RookieRippers" AND tagging @oneilleurope (Instagram) or @oneillofficial (TikTok).
- 2.3 The competition is in not sponsored, endorsed or administered by, or associated with, Instagram or TikTok in any way.

3 HOW TO ENTER

- 3.1 The competition will run from 18.00 p.m. on 20 April 2023 (the "**Opening Date**") to 18.00 p.m. on 31 May 2023 (the "**Closing Date**") inclusive.
- 3.2 All competition entries must be uploaded by no later than 18.00 p.m. on the Closing Date. All competition entries uploaded after the Closing Date are automatically disqualified.
- 3.3 To enter the competition:
 - 3.3.1 You must post on either your Instagram or TikTok account a video clip between five seconds and one minute in length with original video showing you surfing (your "**Entry**") with the hashtag "#RookieRippers" AND tagging @oneilleurope (Instagram) or @oneillofficial (TikTok). This will require you to agree to either Instagram's or TikTok's terms of use and privacy policy and for your profile to be public in order for the videos to be accessible by the Promoter. You must upload your Entry between the Opening Date and 18:00 p.m. on the Closing Date.
 - 3.3.2 To make sure that we do not miss your Entry we ask you to send an email with a link to socialmedia@oneill.com. We will send you a confirmation of receipt!
 - 3.3.3 Your Entry must:
 - 3.3.3.1 be your own original work or you must have obtained all the rights necessary to post or re-post the content of it. Any person who helped produce your Entry must have validly assigned all and any rights he may have in the Entry to you;
 - 3.3.3.2 not contain any material:
 - (a) that would violate or infringe the rights of any third party (including without limitation copyrights, trademarks or rights of privacy or publicity);

- (b) that is defamatory, threatening, indecent, obscene or offensive;
 - (c) that is unlawful, in violation of or contrary to any applicable laws or regulations; or
 - (d) which requires a licence from any third party;
- 3.3.3.3 not feature or show any other individual apart from you and must be truthful, contain only original content (nothing copied from others), be self-produced, be previously unpublished, and have not been used in any other competition;
- 3.3.3.4 not contain or refer to any names, products or services of any company or entity or any third-party trademarks, logos, trade dress or any promotion of any brand, product, or service other than those of the Promoter;
- 3.3.3.5 be appropriate for public viewing and must not be lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libellous, violate any laws or otherwise contain content which Promoter, in its sole and absolute discretion, decides is inappropriate or objectionable; and
- 3.3.3.6 not disparage or cast a negative light on any person, entity, or brand, product, or service.
- 3.4 Entries will be deemed to have been submitted by the authorised account holder of the Instagram or TikTok account at the time the Entry is submitted.
- 3.5 No purchase is necessary. Any investments made by you with regards to your Entry or the competition shall be at your own expense.
- 3.6 The Promoter will **not** accept:
 - 3.6.1 responsibility for competition entries that fail to upload to Instagram or TikTok, regardless of the cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - 3.6.2 proof of uploading as proof of receipt of entry to the competition.
- 3.7 By submitting an Entry, you are agreeing to be bound by these terms and conditions and you confirm that:
 - 3.7.1 You can swim 50 meters independently; and
 - 3.7.2 You are in good health and physical condition and do not know of any health problem, physical problem or medical condition that would adversely affect your ability to enter the competition or participate in the Academy.
- 3.8 For help with entries, please see www.oneill.com/rookie-rippers.
- 3.9 Please see www.oneill.com/rookie-rippers for a copy of these competition terms and conditions.

- 3.10 The competition entries will be judged by a panel of three judges based on creativity, technical aspects of the entrant's performance, and flow (e.g. movement from one turn to the next). The decision of the panel of judges (acting reasonably) will be final.
- 3.11 The Promoter will send the full names of the judges to anyone who writes within one month after the Closing Date of the competition requesting details of the judges and who encloses a self-addressed envelope to the address set out in condition 1.

4 ELIGIBILITY

- 4.1 The competition is only open to kids that are between the age of twelve (12) and sixteen (16) years old on the day of Entry and who are residents of the European Union or the UK **except**:
- 4.1.1 members of the immediate families or households of employees of the Promoter or its holding or subsidiary companies;
- 4.1.2 members of the immediate families or households of employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
- 4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 4.3 Anyone under the age of eighteen (18), must obtain written parental or guardian consent to enter and claim your prize. The Promoter may ask the winner to provide proof of age and proof of parental or guardian consent to your entering the competition, claiming the prize and participating in the Academy (defined in condition **Error! Reference source not found.**).
- 4.4 The Promoter will not accept competition entries that are:
- 4.4.1 made by an entrant who will exceed the age of sixteen (16) at the day of entering the competition;
- 4.4.2 made by an entrant using multiple Instagram or TikTok accounts to enter the competition;
- 4.4.3 made by an entrant who was a winner of a previous Rookie Rippers Surf Academy competition; or
- 4.4.4 incomplete.
- 4.5 You may enter the competition more than once, however each Entry must be unique, submitted separately and include the required hashtag "#RookieRippers" AND tag @oneilleurope (Instagram) or @oneillofficial (TikTok), and you must use the same Instagram or TikTok account as your other entries. Entries on behalf of another person or using multiple Instagram or TikTok accounts will not be accepted and joint submissions are not allowed.
- 4.6 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

5 THE PRIZE

- 5.1 The prize of the Competition is the opportunity to take part in the O'Neill Rookie Rippers Surf Academy ("Academy") which will take place at The Wave in Bristol, United

Kingdom (“Academy Location”) on the 1st and the 2nd of July 2023 (“Academy Period”). The Promoter will inform the winners of the exact timing details on or before 1st of June 2023. There are 16 prizes available to be won.

- 5.2 In order to participate in the Academy your parent or legal guardian will be required to sign and provide to the Promoter such further documentation as the Promoter may require. This may include (without limitation) written confirmation that you understand the risks of participating in the Academy and that you are doing so at your own risk and an agreement which limits the Promoter’s liability to you in respect of your participation.
- 5.3 The Academy Location is operated by The Wave Ltd. which is not owned or controlled by the Promoter and which may impose its own terms and conditions as to your participation in the Academy.
- 5.4 In order to participate in the Academy, winners will have to travel to the Academy Location. The Promoter will provide transport from Bristol Airport to the Academy Location and back to Bristol Airport and on-site accommodation as well as breakfast, lunch and dinner for the winners. The price does not include travel costs to Bristol Airport and costs to travel home. Any and all incurred travel costs to Bristol Airport and costs to travel home from Bristol Airport in connection with participation in the Academy will solely be borne by each winner. Furthermore, the prize does not include travel insurance, spending money, the costs of food and drink and accommodation of any person(s) accompanying the winner(s) or any other costs and expenses all of which are the sole responsibility of each winner.
- 5.5 You will be responsible for ensuring that you are available to attend the Academy throughout the whole Academy Period.
- 5.6 During the Academy Period, each winner will be required to compete in a series of surfing challenges according to the rules and guidelines determined by Promoter in its sole and absolute discretion.
- 5.7 Further details of the Academy may be found on oneill.com/rookie-rippers.
- 5.8 There is no cash alternative for the prize.
- 5.9 The prize is not negotiable or transferable.

6 WINNER ANNOUNCEMENT

- 6.1 The winners of the competition will be announced via Instagram, TikTok and on www.oneill.com/rookie-rippers on the 1st of June 2023 (“**Announcement Date**”).
- 6.2 The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
- 6.3 The Promoter will contact the winners personally as soon as practicable after the Announcement Date, by direct message on Instagram or TikTok using the Instagram or TikTok address provided with the Entry. Or Promoter will contact the winners personally via the email address used to send a link to the Entry.
- 6.4 There shall be no correspondence about the results of the competition.

7 CLAIMING THE PRIZE

- 7.1 If you are a winner of a prize you will have 48 hours to claim your prize by responding by email to Promoter’s notification under condition 6.3. If you do not claim your prize by this time, your claim will be invalid. All decisions of the Promoter are final. All

selected winners are subject to verification of eligibility and compliance with these conditions.

- 7.2 The prize may not be claimed by a third party on your behalf.
- 7.3 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within three days after the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
- 7.4 The Promoter does not accept any responsibility if you are not able to take up the prize.
- 7.5 The Promoter reserves the right to immediately and without further justification exclude winners from receiving the Prize.

8 LIMITATION OF LIABILITY

You confirm that confirm that entering the Competition and participation in the Academy shall be at your own risk. Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or that of their employees. Your statutory rights are not affected.

9 OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Promoter does not claim any rights of ownership in your Entry save as provided below.
- 9.2 By submitting your Entry and any accompanying material, you:
 - 9.2.1 represent, warrant and undertake to the Promoter that:
 - 9.2.1.1 your Entry complies in all respects with condition 3.3.3; and
 - 9.2.1.2 there are no agreements in place that restrict your or the Promoter's usage of your Entry or any of the images it contains;
 - 9.2.2 grant to the Promoter an irrevocable, royalty-free, worldwide, licence for the full term of copyright to use, alter, adapt or sub-license all and any rights that may subsist in your Entry and all and any images it may contain to third parties for any purpose, including in the Promoter's promotional materials and on its website; and
 - 9.2.3 waive all moral rights in and to your Entry and otherwise arising in connection with your Entry to which you may now or at any time in the future be entitled under Dutch law as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

10 DATA PROTECTION AND PUBLICITY

The Promoter will only process your personal information as set out in the Privacy Policy which can be found [here](#). The Promoter's privacy policy is a non-contractual document and may be amended at any time. By entering the Competition you agree that The Promotor can tag you and your Instagram or TikTok page in the event you are selected as a winner of the Competition.

11 GENERAL

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 11.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 11.3 These terms and conditions shall be governed by Dutch law