

## WIN 5 PAIRS OF TICKETS TO SURF ACADEMY! - TERMS AND CONDITIONS

### 1. **The Promoter**

The Promoter in relation to the Surf Academy Competition is O'Neill Europe B.V., Oosteinde 32, 2361 HE Warmond, Nederland, telephone +31 (0) 71 5600800.

### 2. **Entry Period**

This promotion commences at 12.01am (CET) on 28th of June and closes at 23:59 (CET) on 1st of July 2010 (**The Promotion Period**). The Promoter's computer is the official time keeping device for this Competition.

### 3. **Eligibility**

Entry is only open to residents from The Netherlands who are 10 - 14 years old at the time of entry. [A parent or guardian of the entrant should consent with participating and these terms and conditions.](#) Before being able to collect a prize, a winner must provide satisfactory proof of age and residency, upon request from the Promoter as well as written consent from a parent or guardian.

Directors, officers, management, employees, other staff and family members (spouses, parents, siblings and children) of the Promoter or any other company working in this Competition are not eligible to enter this Competition.

### 4. **How to enter**

To enter, entrants must go to email [customerservice@oneilleshop.com](mailto:customerservice@oneilleshop.com) with their answer, desired date and location of prize. and a parent or guardian must complete and submit the consent form. Upon submission of the email with your answer you will be entered into the competition. You may only enter the competition once.

The Promoter is not responsible for any lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder and consent from their parent or guardian.

No entry fee or purchase is required to enter the competition; however any cost associated with the entrant accessing the promotional website is the entrant's responsibility.

### 5. **Prizes**

Five (5) potential Grand Prize winner will receive: One (1) Pair of tickets to participate in the Surf Academy day at one of the 4 locations of their choice: Approximate Retail Value ("ARV"): € 320. Total ARV € 320. Prizes are not transferable. No cash redemptions or prize substitutions allowed, except at the O'Neill Europe B.V. sole discretion. In the unlikely event that any part of the prize is unavailable for any reason, winner agrees O'Neill Europe B.V. has no further obligation to winner other than delivery of the remainder of the prize.

### 6. **Selection of Winner**

The Promoter will on or around 1st of July 2010 randomly select the potential competition winners from all the eligible entries received (**the draw**). The winners selected will be selected and awarded the consequent Prizes on the day of the event.

To be eligible for the draw, submissions must be received before the end of the Promotion Period. The Promoter's decisions as to the administration and operation of the Competition and the selection of the potential winners are final and binding in all matters related to the Competition and no correspondence will be entered into by the Promoter in this regard.

The odds of winning a prize depend on the number of eligible entries received. However, each entry results in an equal chance of winning a prize.

Potential winners must comply with these Terms and Conditions and winning is contingent upon fulfilling all the requirements described in these Terms and Conditions.

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### 7. **Notification of the winner**

Winners will be notified either by email, telephone, and/or mail (or overnight or certified mail) At that time or soon thereafter, the winners will also be notified by email instructing him/her on the winners verification and prize redemption process. The winners will be asked to verify his/her e-mail address, name and complete mailing address, as well as confirm permission from a parent or guardian to participate in the competition, the date and location they desire and to submit the consent from to join the Surf Academy event . Upon successful verification, the Promoter will arrange to have the prizes delivered, as per the prize redemption process and within 28 days of the draw. The return of any prize notification as undeliverable or the inability to contact an entrant may result in disqualification.

Each entrant should take care in providing a current telephone number and email in their online entry for ease of potential correspondence with the Promoter.

On **2nd of July**, the name, city and country of residence of the winner will also be published on the Promoter's websites.

### 8. **Unclaimed prizes**

If a prize winner cannot take the prize as stipulated or if the prize remains unclaimed for any reason after 2 weeks from the date the Promoter contacted (or attempted to contact) the winner as provided for in these terms and conditions, the winner's entry will be deemed invalid and the Promoter reserves the right to forfeit the prize.

### 9. **Prizes are not transferrable and not redeemable for cash**

Neither one of the prizes, or any unused portion of a prize, cannot be returned, is not transferable or exchangeable and cannot be taken as cash.

### 10. **Acceptance of terms and conditions**

By entering, entrants are deemed to accept these terms and conditions and to be subject to the terms and conditions of all participating service providers in relation to the prize(s), if applicable.

### 11. **General Conditions**

Any entry not complying with these terms and conditions is invalid.

If for any reason any aspect of this Competition is not capable of running as planned, including by reason of 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 reserves the right, at its sole discretion to cancel, terminate, modify or suspend the Competition, or invalidate any affected entries, subject to the approval of the relevant authorities in The Netherlands, if required.

The Promoter reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or operation of the Competition or to be acting in violation of these Terms and Conditions or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal or civil law, and, should such an attempt be made, the Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. The Promoter's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

All entries will be treated equally.

### 12. **Use of personal information**

All entrants also consent to the disclosure of their name, city and country to (print) media for the purpose of publishing prize winner's details and other promotional actions. The Promoter may also use the personal information for promotional marketing and publicity purposes including sending electronic messages and newsletters, without further notice.

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Entrants agree to take part in additional unpaid publicity (including photographic shoots and interviews) accompanying or resulting from this prize draw should the Promoter require them to do so. Such publicity may include their names and/or likenesses and may include (but is not limited to) online promotion.

Entrants should direct any request to access, update or correct their personal information to the Promoter. All personal details will be held and dealt with in accordance with the O'Neil Privacy Policy, which can be accessed at [www.oneilleshop.com](http://www.oneilleshop.com). All entries and any copyright subsisting in the entries become and remain the property of the Promoter.

### 13. Liability

Except for any liability that cannot be excluded by law, by participating in the Competition, you agree to release and hold harmless the Promoter, and its subsidiaries, affiliates, suppliers, distributors, parent companies, and each of the Promoter's officers, directors, employees and agents, from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Competition or receipt or use or misuse of any prize including, but not limited to:

- (a) unauthorized human intervention in the Competition;
- (b) incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Competition;
- (c) technical errors related to computers, servers, or telephone or network lines;
- (d) printing errors;
- (e) errors in the administration of the Competition or in the processing of the entries;
- (f) late, lost or undeliverable mail or email; or
- (g) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Competition or receipt of any prize.

Further, the Promoter (including its officers, employees and agents) to the fullest extent permitted by law, excludes all liability (including negligence) for any personal injury or any loss or damage otherwise arising out of or in connection, directly or indirectly, with this Competition, the prize(s) or technical difficulties or equipment malfunction (whether or not under the Promoter's control).

### 14. Applicable law

These rules shall be governed by and interpreted in accordance with Dutch law and any disputes arising out of them shall be subject to the exclusive jurisdiction of the courts of the Netherlands.