



Saturday 10th November 2018
Fleet Steps, Sydney

TERMS AND CONDITIONS OF PARTICIPATION

Red Bull Flugtag Australia 2018 (the "Promotion") is run by Red Bull Australia Pty Ltd ("Red Bull" or "Promoter") whose registered office is located at Level 1, 55 Doody Street, Alexandria NSW 2015, with the support of Red Bull's cooperation partners, agencies and service providers.

The Promotion is designed as a game of skill. There is no purchase necessary and it is governed by the present Terms and Conditions of Participation ("Terms") and certain mandatory applicable federal, state and local laws and regulations, as the case may be.

The Promotion is a 'do it yourself' creativity quest for human powered flying machines split into three parts:

- i. Application Phase (as outlined in Section 2 of these Terms);
- ii. Building Phase; and
- iii. Event Phase.

The details of each phase are outlined in the Terms below.

For general questions arising out of these Terms and/or related to this Promotion, please contact flugtag.australia@redbull.com

By accepting these Terms you agree to be bound by these Terms and represent that you satisfy all of the eligibility requirements below. Participation in this promotion is deemed acceptance of these Terms and Conditions.

1. ELIGIBILITY

1.1 In order to enter the Promotion and be eligible to win a prize, you represent and warrant that you and all members of your Team ("Participant(s)" or "you") are Australian residents aged 16 years or older at the time of the Promotion and, if the Participant is under the age of 18, the Participant is participating in this Promotion under the active supervision of a parent or legal guardian, ("Guardian") who has read and agreed to these Terms on the Participant's behalf. Persons under the age of 16 years of age are not allowed to participate in this Promotion or transmit or otherwise submit Personal Data (all data relating to the Participant, such as contact details, Promotion responses and photographs etc.) to Red Bull.

1.2 Please note that Red Bull is not liable in case Participants are not legally allowed to take part in the Promotion due to national or local laws.

1.3 Directors, officers and employees of Red Bull, its parent, and any of their respective affiliate companies, subsidiaries, agents, any company involved in the development or production of the Promotion, professional advisors, third party service providers or advertising and promotional agencies involved with the Promotion, and immediate family members and those living in the same household of such persons (whether legally related or not) are not eligible to enter or win any prizes in the Promotion.



1.4 Only one entry per person is allowed. Further, only natural persons and non-entrepreneurs are allowed to participate.

1.5 Red Bull reserves the right to verify the email address provided to Red Bull by the Participant and to require proof of age, identity and/or other provided details at any time at its discretion. In the event of any dispute, entries containing an invalid e-mail address or incorrect data regarding the age or residence of the Participant will be deemed ineligible.

1.6 Prior to being eligible to participate, each Participant must completely and accurately fill out and submit to the Promotion staff located at the on-site check-in a Participant Disclaimer. If the Participant fails to submit the Participant Disclaimer, the Participant will not be allowed to participate. Further, if you are under 18 years of age (but at least 16 years of age) then your Guardian must complete the Participant Disclaimer on your behalf as described in Paragraph 1.1 above.

1.7 The Promotion will be run at Red Bull's sole discretion. Red Bull's decision in relation to all matters in connection with the Promotion is final, and no correspondence will be entered into.

2. APPLICATION PHASE

2.1 To be eligible to enter, individuals must firstly obtain an application kit from the Promoter by logging onto www.redbullflugtag.com.au

2.2 Promotion opens 9:00am AEST on 01/05/2018. Applications close at 5:00pm AEST on 29/06/2018 ("the Application Period").

2.3 To apply, an individual must either:

- (a) complete the game on the website; or
- (b) phone the event hotline and request an application kit, providing mailing address details.

2.4 Red Bull will send the individual an application kit (first 500 only) which includes information, rules, design tips and tricks. An official sketch for your proposed flying machine, and a return envelope for the sketch.

2.5 Applicants must fully complete the official application form including their name and age, and the names and ages of up to three (3) other people who will form the team of 4 (the "Team")

2.6 Applicants must send their application to 'Red Bull Flugtag', Locked Bag 5033, Alexandria, NSW, 2015 before the end of the Application Period.

2.6 Red Bull recommends that the Participants consider the design specifications as set out in clause 3.4 when formulating their designs.

2.7 Only individuals who are officially listed on the application form as part of the Team will be eligible

to participate in the Red Bull Flugtag Australia 2018 Event to be held at Fleet Steps, in The Royal Botanic Gardens, Sydney on Saturday 10th November 2018 ("the Event"), if the Team is selected as a Finalist (see clause 2.12 and 2.13 for details). Participants who submit an application must obtain the prior approval of each Team member prior to submitting the application and must ensure that each Team member satisfies the eligibility requirements at Section 1.



2.8 Each Team member can only be part of one Team for the Event. During the Application Period, if more than one Team has the same Team member as another Team, both Teams will be deemed ineligible entries unless one or both Teams can find a new Team member before the end of the Application Period to ensure that each Team is made up of different members.

2.9 Incomplete, indecipherable, defaced, corrupt, late or illegible entries will be deemed invalid. No responsibility can be accepted for lost entries and proof of transmission will not be accepted as proof of receipt.

2.10 Only entries completed on the official sketch sheet and official application form (provided with your application kit) will be accepted.

2.11 If you are disqualified, Red Bull is under no obligation to publish this fact.

2.12 All entries received in the Application Phase will be judged based on detail, creativity and flying potential of the individual's proposed flying machine. The judges reserve the right to select additional reserve entries, which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. The Promoter's decision in deciding all entries will be final.

2.13 The best forty (40) valid entries in the Application Phase, as determined by the judges in their absolute discretion, will be declared finalists and will be eligible to participate in the Building Phase ("Finalists").

3. BUILDING PHASE

3.1 The forty (40) Finalists will be required to build their proposed flying machine, and fly it in the Event to be held at Fleet Steps, in The Royal Botanic Gardens, Sydney on Saturday 10th of November 2018. The announcement of the forty (40) chosen teams will be via email on Friday 10th August 2018. The Building Phase commences immediately from notification to the forty (40) chosen teams on Saturday 10th August 2018 and closes at 11:59pm on 1st November 2018, when all flying crafts must be ready ("Building Period").

3.2 All flying machines and their pilots must arrive on Friday 9th of November 2018, at the time specified by the Promoter, at a designated point, which will be advised via email prior to the Event. From 10am – 7pm ADST on Friday 9th of November 2018 the Promoter's scrutineers will check all handmade aircraft for their airworthiness and compliance with all specifications as set out in clause 3.4 below. All costs associated with participating in the Building Phase (including, but not limited to, the materials required to build the flying machine, accommodation, and transport to and from the Event in Sydney) will be the responsibility of the individual Teams.

3.3 Teams may be sponsored provided that:

- (a) the Promoter must be advised and approve of the identity of the sponsors prior to the Event;
- (b) only the flying machines can carry the sponsor's logos, in the form and size approved by the Promoter; and
- (c) the Promoter reserves the right to deny the sponsorship for any reason whatsoever.

3.4 All flying machines must comply with the following specifications and also pass the Promoter's safety inspection:



- (a) All flying machines must be human powered. No auxiliary lifting devices, power sources, or stored energy (e.g. elastic, batteries, clockwork springs, catapults, rocket fuel etc.) can be used.
- (b) Modified aircraft (e.g. paragliders, hang-gliders, jet-fighter planes, helicopters, light aircraft, commercial jets etc.) are not permitted.
- (c) The build rules are as follows:
 - i. All crafts must be built by the Team with no input from anyone outside of the Team.
 - ii. The length from nose to tail of all flying machines must be less than 6m.
 - iii. The wingspan of all flying machines must be less than 5m.
 - iv. The height must be less than 2.5m.
 - v. The wheelbase of all flying machines can be no more than 3m wide.
 - vi. The maximum craft weight is 180kg including the pilot.
 - vii. No pre-fabricated 2-part gliders (any handmade gliders must be piloted by hang bar or swing seat – cannot be strapped in or onto craft).
 - viii. For 2 part crafts (base and craft), the base cannot exceed 1.5m width and 3m length.
 - ix. All crafts must be pushed from rear by the team, no catapulting.
 - x. Use of materials that float is highly recommended (i.e. foam, wood, etc.).
 - xi. All flying machines must have some kind of buoyancy device on all major parts of the craft to avoid them submerging and sinking on landing.
 - xii. The aircrafts may only be built from environmentally friendly, safe materials.
 - xiii. If teams are sponsored, the sponsor's logos must be restricted to one square on each side of the flying machine, no larger than 40cm x 40cm.
 - xiv. The use of supporting metal parts is not permitted.
 - xv. Items that are not permitted on the craft and during the skit are: chicken wire or similar wires, seat belts, pyrotechnics, smoke, air horns over 200 psi, heat producing elements, flares, firecrackers, high-pressure cylinders, chemicals, caster wheels (shopping cart type wheels), ropes of any type, liquids, projecting items into crowd (via device, or throwing), fire, dry ice, batteries, parachutes, full face head gear/helmet or mascot headwear, grocery carts as "crafts".

3.5 Only flying machines that pass the Promoter's safety inspection will be permitted to participate in the Event. The Promoter accepts no responsibility for the failure of a flying machine to pass the Promoter's safety inspection and by passing a machine in the safety inspection the Promoter is not warranting or representing the safety or appropriateness of the flying machine. The Promoter's decision is final and no correspondence will be entered into.

4. EVENT PHASE

4.1 Members of Teams whose flying machines pass the safety inspection will be permitted to participate in the Event to be held at Fleet Steps, in The Royal Botanic Gardens, Sydney on Saturday 10th of November 2018. Teams may have no more than 4 Participants including the pilot. Only Team members listed in the official application form will be permitted to participate in the Event (i.e. 1 x pilot and 3 x crew). All Participants must be over 16 (Participants older than 16 but younger than 18 must have the written consent of their parents or guardians in the form required by the Promoter as outlined in clause 1.1).

4.2 Members of Teams will follow all safety instructions of the Promoter and wear any safety equipment required by the Promoter, including but not limited to helmets and life jackets.

4.3 Participants acknowledge that the Event is a dangerous activity that may result in injury or death, and that you participate in the Event at your own risk. Participants must:



- (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Event organisers as determined by them in their absolute discretion;
- (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Event;
- (c) not be under the influence of drugs or alcohol;
- (d) comply with all directions of the Promoter and Event organisers at all times;
- (e) wear all safety and other equipment required;
- (f) not physically attach themselves to their flying machines;
- (g) only launch their flying machines from the specified runway in accordance with the Promoter's or Event organisers' directions; and
- (h) must be able to swim unassisted a distance of 200m.

4.4 The Promoter and Event organisers, in their absolute discretion, at all times reserve the right to:

- (a) prevent any Participant from participating in the Event if, at any time, they reasonably believe that the Participant poses a safety risk or for any other reason, including but not limited to, acting in a manner which is likely to bring the Promoter and/or the Event organisers into disrepute, or is likely to cause harm to participants, the Promoter's or Event organiser's employees, contractors or volunteers, or any other third party; and/or
- (b) cancel the Event if the conditions are deemed dangerous or in any other way unsuitable. If the Event is compromised for any reason beyond the control of the Promoter, the Promoter reserves the right to modify, terminate, amend or extend the Event without responsibility and liability for any amount or kind of loss or damage that may result to you or any third party (whether direct or indirect). The Event will not be rescheduled and no compensation will be offered.

4.5 If any part of the flying machines are intentionally catapulted off and/or fall off during the Event, the Finalist may be disqualified, in the absolute discretion of the Promoter. The Finalists are responsible for the safe keeping and transport of their flying machine to the Event. The Promoter accepts no responsibility for the recovery of any part of the flying machine. Therefore Participants should not use anything they are not prepared to lose. The Promoter will remove the flying machine from the water and dispose of it. Once the flying machine hits the water it's the responsibility of the Promoter to collect it and safely remove it from the event site. No flying machines will be given back to the participants post event.

4.6 On the Event day, all Finalists who are permitted to participate in the Event will be judged on the basis of the following criteria, in the absolute discretion of the judges:

- (a) creativity of their flying machine (maximum of 10 points);
- (b) performance of their flying machine and team (maximum of 10 points); and
- (c) distance travelled (1 point for every metre flown).

4.7 The Promoter and/or its service providers may conduct alcohol and drug screening of Participants prior to any Participant competing in the Event. The Promoter collects this information as part of the safety check.

5. PRIZES

5.1 Prizes include the following:



- (a) First Place Team: The Finalist that receives the highest number of points across all three criteria, will win a Red Bull experience at V8 Supercars Newcastle (24th and 25th of November 2018). The experience includes two nights' accommodation for all four Team members, pit plan tour, hospitality package (which only includes reasonable meals and drinks), and four items of signed merchandise from the Holden Red Bull Racing Team (prize is valued at \$20,000). Prize includes the cost of flights to Newcastle unless the winners' usual place of residence is in Sydney, in which case no travel costs will be included in the prize.
- (b) Second Place Team: The Finalist that receives the second highest number of points across all three criteria, will win four signed items from Red Bull Australia athletes, namely 1 x Mick Fanning surfboard, 1 x Julian Wilson surfboard, 1 x Scotty James snowboard, 1 x Cory Teunissen wakeboard or similar (prize valued at \$15,000).
- (c) Third Place Team: The Finalist that receives the third highest number of points across all three criteria, will win one year's supply of Red Bull for each team member. This will be delivered in monthly instalments of one case of Red Bull per month for 12 months.

5.2 Prizes must be redeemed on a date determined by the Promoter in its absolute discretion, and is subject to change if items are unavailable. In case a Finalist does not claim his/her prize by the date determined by the Promoter, he/she will have forfeited the prize and the Promoter reserves the right to determine an alternate winner based on the next highest score.

5.3 In the event of a tie, where one or more of the Finalists receive equal highest number of points, the Promoter will consider the scores achieved by the tied Finalist in the following two criteria:

- (a) creativity; and
- (b) performance.

The tied Finalist with the highest score calculated from the above two categories will be declared the winner. In the event that they are still tied entrants, then the remaining tied Finalists with the highest score in the 'distance' criterion will be declared the winner. In the event that there are still tied entrants, the Promoter in its absolute discretion will determine the winner.

5.4 In case a minor Participant is part of the First Place Team and wins a prize, and if the acceptance/usage of such prize requires the approval of a Guardian (for instance travels, the participation in a sport related activity or any prize that involves a contractual relationship with the Participant), Red Bull is entitled to substitute such prize with another prize or to determine an alternate winner, in case no such approval is given. If the Guardian consents, but the acceptance/usage of the prize entails own costs with regard to the Guardian (e.g. traveling expenses for accompanying the minor Participant), Red Bull is also entitled to substitute the original prize with another prize or to determine an alternate winner. Neither Participant nor the Guardian has any rights or claims regarding additional expenses in connection with the award of prizes.

5.5 All travel arrangements for First Place Team prize must be made through Red Bull's agent (including transfers to and from the airport) unless the winners' usual place of residence is in Sydney, in which case no travel costs will be included and the winners will be expected to arrange their own travel to and from the V8 Supercars in Newcastle. Red Bull is not liable for any additional costs and expenses associated with prize acceptance and use not specifically provided herein (such as security fees, gratuities, luggage fees, snacks and drinks during travels, and transportation, and incidental charges). Travel insurance and spending money are the specific responsibility of the Participant. Red Bull will determine overnight accommodations in its sole discretion. Travel and



accommodation restrictions, conditions, and limitations may apply. Red Bull will not replace any lost, mutilated, or stolen tickets or travel vouchers.

5.6 All winners and Guardians (if any) must behave in a responsible and courteous manner at all times and must follow all reasonable directions of Red Bull or any prize supplier.

5.7 Red Bull reserves the right to replace any or all prizes with prizes of a similar value.

5.8 To the extent permitted by law, all prizes are awarded "as is" and without warranty of any kind, express or implied (except for those provided under any applicable Consumer Guarantee under the Australian Consumer Law, Schedule 2 of the Competition and Consumer Act 2010). COUNTRY, STATE, LOCAL TAXES, INCLUDING GST WHICH ARE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER.

5.9 No cash alternatives will be provided and prizes are non-transferable and non-refundable.

6. RED BULL'S RIGHT TO CHANGE THE TERMS AND TO DISQUALIFY

6.1 Red Bull reserves the right to change these Terms and any other applicable rules, terms or conditions from time to time and such changes will be available at <http://www.redbullflugtag.com/au/en/>.

6.2 At any time during the Promotion, Red Bull reserves the right in its sole discretion to disqualify and remove any Participants for any failure to observe these Terms (including but not limited to, because Red Bull believes the Entrant engaged in cheating and in general for violations of the provisions set out under Section 7 of these Terms) or where applicable any other kind of illegal or inappropriate behaviour. In the event that a winning Participant is disqualified, the prize will be forfeited and/or may be awarded to an alternate winner.

7. FAIR PLAY

7.1 You hereby confirm that the Personal Data you enter in connection with the Promotion is accurate and up to date (see Section 9 below). When you enter Personal Data of your Team members, you thereby confirm that you have previously obtained their consent and that this consent has not been withdrawn.

7.2 You hereby warrant and represent that you personally performed and otherwise participated in the Promotion to meet the criteria set out under Sections 2, 3 and 4 of these Terms associated with your entry or by your own creation of other materials such as user generated content as specified in these Terms and that you have not used any prohibited aids, such as automatic robots, scripts, services or other forms of manipulation. By entering this Promotion, all Participants warrant and represent that their entries are their own fully original creations, and their respective entries will not infringe or violate the rights of any third parties, including but not limited to copyrights, trademarks and/or rights of publicity/privacy.

7.3 You confirm and are responsible that your entry does not:

- (a) contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights;
- (b) contain brand names or trademarks, other than



- (i) those of Red Bull, which you have a limited license to use for the sole purpose of creating and uploading your entry, and/or
- (ii) those that you own, which you agree to license to Red Bull on a royalty-free, irrevocable, perpetual, non-exclusive basis, or have license to use and sub-license to Red Bull on a royalty-free, irrevocable, perpetual, non-exclusive basis in connection with the entry;
- (c) contain copyrighted material not created by you, other than material that you have necessary rights, consents and permissions to use and sub-license to Red Bull on a royalty free, irrevocable, perpetual, nonexclusive basis;
- (d) contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libellous;
- (e) contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry is created.

7.4 In case of an infringement of this Section 7, you will defend and indemnify Red Bull against, claims of infringement based on intellectual property rights.

8. GRANT OF RIGHTS

8.1 The Participants hereby assign and grant to Red Bull including its parents, subsidiaries, affiliates and cooperation partners any and all rights, title and interest in and to all entries and materials submitted to Red Bull in connection with the Promotion, including your voice, image, photograph, statements, biographical information, performances, name and likeness and including any user generated content (collectively, "Entry Materials") under current and future law to the broadest extent possible according to applicable law. To the extent that rights are not assignable, the Entrant hereby grants to Red Bull the irrevocable, worldwide, perpetual, exclusive, transferable and unlimited rights (unlimited in terms of territory, time or purpose) to exploit, copy, distribute, transmit, publish, perform, display, make derivative works from, exploit, and otherwise use the Entry Materials in any known or yet unknown kind of use. This grant of rights to Red Bull is provided without any payment to Participants and any use by Red Bull will be without prior notice to the Participants. If a court or any other authority finds that the exclusive grant above is not fully effective for any reason, the Participants hereby grants to Red Bull the irrevocable, worldwide, perpetual, non-exclusive, transferable and unlimited rights (unlimited in terms of territory, time or purpose) to copy, distribute, transmit, publish, perform, display, make derivative works from, exploit, and otherwise use the Entry Materials in any known or yet unknown kind of use without any payment or notice to the Participants. Participants waive any and all moral rights in the Entry Materials in favour of Red Bull. The conveyances and licenses in this section include in particular but are not limited to the following rights: the broadcasting right, the right of making available to the public (download/on-demand-rights), the film theatre right (cinematic/exhibition right), the video rights, the right of distribution and copying, the right of alteration and dubbing, the right of promotion, the merchandising right, the publishing right and the stage drama, radio drama and audio/talking book rights. Furthermore, Red Bull acquires the right to make any alterations, intermissions, deletions, cuts or other modifications in and to the Entry Materials and the exclusive right to exploit such altered version in any matter. Red Bull and its parents, subsidiaries, affiliates and cooperation partners will be enabled to exploit the Entry Materials without any limitations and regardless of the medium via which the exploitation takes place. Red Bull is however not obliged to make use of these rights.

8.2 Red Bull is further irrevocably entitled to assign the rights entirely or in part to any third parties and to grant any sublicenses respectively rights of exploitation and/or exploitation permissions or to exercise the rights in its own name or through third parties.



8.3 The sole consideration for this comprehensive assignment and grant of rights is the chance to win a prize in the Promotion.

8.4 Red Bull including its affiliated companies and partners may be required to request you to enter into a separate license agreement permitting Red Bull to use entries and materials created by Participant and submitted to Red Bull for reasonable promotional, administrative or other purposes beyond the reasonable expectation of the Participant.

8.11 Winners may be requested to take part in promotional activity and Red Bull reserves the right to use the names and addresses of winners, their photographs and audio and/or visual recordings of them in any promotional material.

9. COLLECTION OF INFORMATION & DATA PROTECTION

9.1 Personal Data in these Terms has the same meaning as Personal Information under the *Privacy Act 1988* (Cth). If you are an EU resident, Personal Data has the meaning as per the General Data Protection Regulation (EU) 2016/679.

9.2 Red Bull collects your Personal Data for the purposes of entering you into this Promotion, promoting/publicising the Promotion and the Event, administering the Promotion and the Event and contacting you about Red Bull products and future Events and Promotions ("Purpose").

9.3 Your Personal Data will be retained by Red Bull in accordance with the Australian Privacy Principles and the *Privacy Act 1988* (Cth).

9.4 Red Bull may also collect, use and disclose your sensitive information (as defined in the *Privacy Act 1988* (Cth)) including drug and alcohol testing and collection of limited medical history information in order to determine your fitness to compete in the Event ("Further Purpose") however Red Bull will only do so with your consent. If you do not provide your Personal Data or your sensitive information you will not be able to participate in the Event.

9.5 Red Bull may provide your Personal Data to Red Bull's related entities and third parties in relation to the Purpose or Further Purpose, who may be located in Australia or other countries (including Europe, the United States or Singapore) but if we do so we take steps to ensure that your privacy is respected.

9.6 For further information, including how you can access and correct the personal information we hold about you or to make a privacy complaint, please see our Privacy Policy (which can be found here: https://policies.redbull.com/policies/RedBull.com_Australia/201707250246/en/privacy.html) or contact Red Bull at either privacy@au.redbull.com or Locked bag 5033, Alexandria, NSW, 2015.

10. GENERAL

10.1 This is a game of skill and chance plays no part in determining the Finalists or eventual winners. The Promoter's decision in relation to all matters pertaining to this promotion is final and no correspondence will be entered into.

10.2 USE CAUTION AND COMMON SENSE WHEN PARTICIPATING IN THE PROMOTION. RESPECT AND ENSURE THE SAFETY OF YOURSELF AND OTHERS. DO NOT TRESPASS OR HARM ANYONE'S PROPERTY.



10.3 The Red Bull Group undertakes to use reasonable efforts to maintain adequate hardware and software service for the Promotion website and will not be liable for: late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; telephone, electronic, hardware, or software program, network, internet, or computer malfunctions, failures, delays or difficulties; errors in transmission; prize notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter and/or participate in the Promotion, whether the entry is lost, not submitted, wrongly processed or does not win.

10.4 Red Bull also undertakes to ensure transparency with regard to a fair competition and will endeavour to ensure the safety and undisturbed execution of the Promotion with its service providers.

10.5 Red Bull is not responsible in case a Participant is not physically or mentally able to perform any or all of the described tasks; there is no legal right to participate in this Promotion whatsoever. Red Bull is not liable in case a Participant injures him/herself while performing actions with regard to this Promotion. You represent that you do not have any condition that would prevent you from safely participating in the Promotion or would pose a present risk to others in your doing so. You also agree that you are not otherwise prohibited from participating in the Promotion for any reason.

10.6 Without in any way limiting any other provision in these Terms, and except for any liability that cannot be excluded by law, the Promoter and Event organisers (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including but not limited to loss of opportunity, loss of profit and loss of income); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms; (e) if the Event is cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; (g) participation in the Event; or (h) use of, or participation in the prize.

10.7 You grant to the (medical) staff and their designees permission to administer or arrange for any medical assistance that they deem necessary or appropriate as a result of your participation, including without limitation, arranging transportation to a hospital or other medical facility. You also grant them access to your medical records and physicians, as well as other information, relating to medical care that may be administered to you at any such medical facility as a result of your participation at the Event.

10.8 If for any reason a winner does not take an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.

10.9 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

10.10 If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as



appropriate, without liability for any amount or kind of loss or damage that may result to you or any third party (whether direct or indirect).

10.11 Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.

10.12 As a condition of entering or participating in the Event or taking a prize, the individual must sign any legal documentation as and in the form required by the Promoter / Prize Supplier / Event organisers in their absolute discretion including but not limited to a legal and talent release and indemnity form, participant disclaimer from and associated consents/releases. If the individual is under 18 years of age, his or her parent or guardian must sign any legal documentation required by the Promoter on his or her behalf including, but not limited to, a minor's consent form.

10.13 If any provision of the Terms shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Terms will not in any way be affected or impaired.

10.14 These Terms will be governed by and construed according to the laws of New South Wales and references to times are references to the time in Sydney, Australia (EST).