

# OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING.**

## SPONSOR:

Hortisol Oceania Pty Ltd, Level 17 / 383 Kent Street, Sydney, NSW, 2000, is solely responsible for all aspects of this Contest.

## ELIGIBILITY:

To be eligible for this Contest, at the time of entering, you must be:

- a natural person legally residing in, and physically located within Australia's states or territory's;
- 18 years old or older;
- and not an employee, consultant, independent contractor or intern who has, within the past six months, performed services for Sponsor or any organisations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prizes, or their respective parent, subsidiary, affiliated or successor companies, nor a household member or immediate family member of any such individuals. "Household members" shall mean people who share the same residence at least three months a year. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses.

Notwithstanding the foregoing, Sponsor's CANNA dealers and their household members and immediate family members are eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

## ENTRY:

This Contest will be conducted during the period commencing at 12:01 A.M, September 1st , 2020 and ending at 11:59 P.M., January 11th, 2021 ("Entry Period"). To enter the Contest, during the Entry Period, go to <https://www.canna.com.au/canna-surfboard-competition> (the "Websites") and complete the Online Entry Form. Participants must fully complete the Online Entry Form and answer all required questions in order to be eligible to win any prize. Only 1 (one) entry per person is allowed. Entries that meet the requirements included in these Official Rules are referred to herein as "Eligible Entries." Prize winners will be drawn randomly from all Eligible Entries. The awarding of the prizes is subject to the eligibility and forfeiture provisions set forth herein.

## LIMITATIONS:

Any use of automated or programmed methods of entering the Contest are prohibited. Neither the Sponsor, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees")

are responsible for entries from persons residing, or physically located, outside the Territory; entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Official Rules; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, email, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in entrant's email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential entries will be disqualified. The Sponsor is not obligated to communicate with you as an entrant during the duration of the Contest.

## **PRIZES:**

Online Entry Form:

- One (1) x CANNA Surfboard
- Five (5) x CANNA CALMAG Agent 1L bottle

## **WINNERS:**

Winners will be selected by a random drawing from all Eligible Entries on January 15<sup>th</sup> 2021 for the Online Entries Winners and will be notified January 15<sup>th</sup> 2021 via Email. The winner will have to supply the shipping address before January 31<sup>st</sup> 2021. The prize will be shipped to that address. The drawings for all prizes will be conducted by Sponsor or Sponsor's agent, and Sponsor's decisions will be final in all matters pertaining to the random drawings.

The odds of winning any of the prizes depends on the total number of Eligible Entries received during the Entry Period. The potential prize winners will be subject to verification by Sponsor of eligibility and compliance with these Official Rules. The prize winners will be required to sign and return to the Sponsor an Affidavit of Eligibility and a Liability and Publicity Release (where permitted) after being notified that she/he is a potential winner. The potential prize winners must sign and return the Affidavit and Release on receiving prize from Sponsor. An entrant is not a winner of any prize until entrant's eligibility has been verified, entrant has been notified that verification is complete, and entrant has complied with the terms and conditions of these Official Rules. All taxes, expenses, costs and fees associated with the receipt or use of the prizes are the sole responsibility of each winner. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following:

- the return of an email notification as undeliverable;
- the return of any prize as undeliverable;

- potential winner's failure to provide Sponsor with satisfactory proof of eligibility;
- potential winner's failure to execute and return an Affidavit of Eligibility, Liability and Publicity Release (where permitted) after it is requested; and any non-compliance with these Official Rules.

## **PRIVACY POLICY/DATA COLLECTION:**

Information provided by you for this Contest is subject to Sponsor's privacy policy located at <http://www.canna.com.au/privacy>

## **CONDITIONS**

By entering this Contest or accepting any prize you may win, you agree that:

- you will be bound by the Official Rules and the Sponsor's decisions, which shall be final and binding in all respects;
- you release and hold harmless Sponsor, its officers, directors, shareholders, employees, agents and representatives (individually and collectively, "Releasees") from any claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from Entry into the Contest; the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in any Contest-related activity or travel; or from any interaction with, or downloading of, computer Contest information;
- the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Contest or prizes;
- winner's acceptance of any prize constitutes the grant to Sponsor and assigns of an unconditional right to use winner's name, address (city and state only), voice, likeness, image, photograph, biographical and prize information and/or statements about the Contest for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law;
- in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, (each a "Force Majeure" event) corrupt, prevent or impair the administration, security, fairness or proper play of the Contest, so that it cannot be conducted as originally planned, except where prohibited by law, the Sponsor, in its sole discretion, has the right to amend the Official Rules or cancel, modify, suspend or terminate the Contest; and in such event, to select winners by such method as Sponsor in its sole discretion shall consider equitable;
- the Releasees are not responsible for typographical or other errors in the offer or administration of the Contest, including but not limited to: errors in the advertising, Rules, selection and announcement of the winners and distribution of the Prizes;
- any portion of any Prize not accepted or used by any winner will be forfeited;

- the Releasees are not responsible for any inability of any winner to accept or use any Prize (or any portion thereof) for any reason;
- the Sponsor has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following:
  - to be tampering or attempting to tamper with the Entry process or the operation of the Contest or the Websites;
  - violating the Official Rules;
  - violating the privacy policy or any other terms, conditions of use and/or general rules or guidelines of any Contest property or service;
  - acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person;
  - or for any other good cause as determined solely by the Sponsor
- since any attempt by any individual to deliberately damage any Internet site or undermine the legitimate operation of the Contest is a violation of these Official Rules as well as criminal and civil laws, and should Sponsor believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution;
- Sponsor has the right to modify entry mechanisms (including the systems used to conduct the online entry process), Entry Periods and prize award procedures at its sole and absolute discretion;
- you are participating on a NON-CONFIDENTIAL basis. You agree that there is no confidential relationship whatsoever implied by your participation;

## **MISCELLANEOUS:**

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on the Sponsor's website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.