

The Prize Project Pty Ltd
(ACN 641 824 802)
(TPP)

User Terms and Conditions

These terms and conditions of use (**Terms and Conditions**) constitute an agreement between TPP and any user of goods and services (**User**) which TPP or any of its Related Bodies Corporate from time to time provide, including any website operated by TPP or any of its Related Bodies Corporate (**Websites**) or the Platform (as defined in these Terms and Conditions). Each User should read these Terms and Conditions carefully – they contain important information about a User’s rights and obligations, including specific limitations or requirements that may be applicable to the User when using the Platform or any Websites. These Terms and Conditions also cover, on a more general basis, the User’s use of any of TPP’s goods or services (which, together with TPP’s provision of access to the Platform and Websites, are referred to in these Terms and Conditions as the **Services**).

By creating an Account and/or using the Platform, you as a User agree to these Terms and Conditions and to any amendments which may be made to the Terms and Conditions from time to time in the manner provided for below.

1. KEY TERMS IN THESE TERMS AND CONDITIONS

In these Terms and Conditions, the words in bold font below have the meanings set out opposite them (unless expressly indicated otherwise).

Account means a personal account given to the User on the Platform upon successful completion by that User of TPP’s registration procedure.

Advertisement means an advertisement created by a third party advertiser (or by TPP in conjunction with a third party advertiser) and made accessible to Users to view and/or interact when using the Platform, interacting with Content or Participating in a Prize Giveaway. .

Claim means any claim in Law or equity, or under statute, for a remedy of any nature whatsoever, whether contingent, prospective, actual or otherwise and including any and all claims, actions, sums of money, arbitrations, suits, counterclaims, demands, causes of action, debts due, verdicts, judgments, account reckonings, proceedings and charges.

Content means any text, graphics, images, music, software, audio, video, information or other materials in digital form or otherwise.

Host means any person who promotes, hosts and/or runs a Prize Giveaway.

Law means any law or legal requirement, including at common law, in equity, under any statute, regulation or by-law and any mandatory decision, directive, guidance, order, decree, guideline or requirement of any authority.

Loss means any damage, loss, expense and cost whatsoever including any cost or expense regarding any Claim and any legal costs and expenses of any nature.

Participating means viewing, interacting with, competing or entering into, facilitating or hosting, and **Participate** and **Participation** each have a corresponding meaning.

Platform means the proprietary social media content sharing application platform known as “The Prize Project” developed by or on behalf of, and owned by, TPP, together with all adaptations, modifications, amendments, extensions, revisions, updates, upgrades and other changes to that platform.

Prize means any prize or benefit given to a User pursuant to a Prize Giveaway.

Prize Giveaway means any prize promotion or giveaway offered on the Platform or the Website(s) by a Host, pursuant to which Users can interact with Advertisements and Content and potentially win prizes in accordance with the terms of the giveaway.

Related Bodies Corporate has the meaning given to that term in the Australian *Corporations Act 2001* (Cth).

TransferWise means TransferWise Australia Pty Ltd (ACN 616 463 855) as a Corporate Authorised Representative of TransferWise Ltd (ARBN 168 331 191).

2. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

- (a) By accessing and/or using the Platform and/or any Website in any way, the User accepts and agrees to be bound by these Terms and Conditions.
- (b) These Terms and Conditions as well as the Privacy Policy (referred to further in clause 5(b) constitute the entire agreement between you and TPP regarding the matters set out herein and supersede any prior representations, negotiations, agreements, understandings or arrangements between you and TPP on any of those matters, whether written or oral.
- (c) TPP will use reasonable endeavours to ensure that a copy of the current version of these Terms and Conditions is always available on the platform. Whilst we may (but are not obliged to) contact you to notify you of any updates to the Terms and Conditions, you acknowledge it is your sole responsibility to review and check any updates to these Terms and Conditions from time to time. Please refer to clause 13 for more information.
- (d) Your continued use of the Platform or Services, access of any of the Websites or Participation in any Prize Giveaway will be deemed acceptance of these Terms and Conditions as most recently updated.
- (e) TPP may make changes to the Platform and/or Services at any time. TPP will not be liable for any Loss incurred by you resulting from any changes made to the Platform and/or Services.

3. REGISTRATION

- (a) In order to use some of the Services we provide, you must first successfully register an Account.
- (b) You must provide TPP with true, full and accurate information when registering for an Account. For all Users, you will be required to provide an email address when you register for an Account. In addition, if you wish to be eligible to Participate in a Prize Giveaway and/or receive a Prize, you will also be required to provide your full name, date of birth and Instagram account details. TPP may also ask you for additional information (including in particular based on your place of residence). TPP reserves the right to reject registration of your Account if you do not provide any information requested. TPP will not be responsible for any Loss suffered by you (including through your inability to be awarded a Prize won in a Prize Giveaway) if you provide inaccurate or incomplete information when creating your Account, including in circumstances where TPP exercises its rights under these Terms and Conditions to suspend or cancel that Account accordingly.
- (c) If you wish to become a Host, you may be required to provide further information in addition to that set out in clause 3(b). This may include uploading a copy of a valid form of personal identification (being either a Passport, a government issued driver's license or such other identification as TPP may specify from time to time). You will be told what information you must provide upon registering to become a Host. TPP reserves the right to refuse you access as a Host if you do not provide any information required by TPP.

- (d) TPP uses TransferWise to award cash Prizes won on the Platform. You acknowledge that you will be required to have a TransferWise account in order to receive any cash Prize. You will be asked to provide your TransferWise account details upon registering for an Account, but you will also be given the opportunity to provide your TransferWise account details at any time (including upon winning a Prize). If you do not provide TPP with your TransferWise details, you may not be able to receive certain Prizes you have won (and TPP will not be liable to you for any Loss you suffer if that occurs). For more information, see clause 8.
- (e) When you register an Account, TPP may send you an email containing a code in order to verify your email address. If you have any issues registering your Account or are unable to receive an email message from TPP, please contact TPP support@theprizeproject.com.
- (f) TPP will never ask for your personal information via email. If you receive an email message purporting to be from TPP asking you to provide your personal information, please report it to TPP immediately.
- (g) Unless expressly stated otherwise for a particular Service, you must not use the Services or access the Platform if you are under the age of 18.
- (h) TPP reserves the right, in its sole and absolute discretion, to refuse to process any Account registration requests or to otherwise block or restrict your access to the Platform. This may include circumstances where you have previously been banned from the Platform.
- (i) Upon successful completion of the registration of your Account:
 - (i) your Account will be accessible to you via a username and password of your choice; and
 - (ii) subject to you at all time complying with these Terms and Conditions, TPP will grant you a non-exclusive, non-transferable right to use the Platform and those Services which can only be accessed through a registered Account, such as a Prize Giveaway. This right is revocable by TPP at any time in accordance with these Terms and Conditions.
- (j) TPP may in its sole and absolute discretion refuse requests to access the Platform or use Services, including if the information provided by you during the registration process is the same as or similar to existing log-ins, is inappropriate, offensive, obscene, abusive, defamatory or illegal, infringes copyright, contains brand names, company names, or registered trademarks, contains names of high profile or public figures (other than the User itself); or contains words promoting political, religious, social, or economic issues, or uses the name of another person other than the User.
- (k) It is your sole responsibility to ensure that your Account information is kept up to date and that you have provided TPP with accurate personal details at all times so that TPP can (as required) contact you for any reason in relation to the Platform, the Services, any Prize Giveaway or your use of the Platform or the Services or Participation in a Prize Giveaway.
- (l) TPP may close any Prize Giveaway or terminate the Services or the provision of the Platform at any time in its sole and absolute discretion. In such circumstances TPP may (without any obligation) notify you using the information provided by you when registering your Account or as updated by you as required under this clause 3. TPP will not be liable for any Loss you suffer as a result of the closure of any Prize Giveaway or the termination of the Platform or the Services.
- (m) TPP is not liable to you for any Loss you may incur as a result of:

- (i) you failing to provide full and accurate personal details at all times; or
- (ii) any delay or failure by you to receive any communication from TPP regarding the Services or a Prize Giveaway, regardless of how that may occur.

4. ACCOUNT SECURITY

- (a) It is your sole responsibility at all times to ensure the username and password required for you to access your Account are in each case kept secure and confidential and are not disclosed to any other person.
- (b) You must not sell, transfer or assign your Account to anyone else unless you have obtained prior written consent from TPP to do so (which may be given or refused in TPP's sole and absolute discretion). You must not allow anyone else to use or access your Account. TPP may suspend or cancel your Account if it suspects you are in breach of this clause.
- (c) You must not use another User's Account without the express written consent of that User and TPP. TPP may require proof of the other User's consent at any time.
- (d) You must notify TPP immediately by email to support@theprizeproject.com upon becoming aware of any unauthorised use of your username, password or Account or of any other breach of security associated with your Account and must where possible provide TPP with appropriate evidence (including screenshots) demonstrating the unauthorised use. Once notified, TPP will reset your password and send a new password to the email address linked to your Account. TPP may, but is not obliged to, take any further action as it considers necessary, including suspending your Account (without liability to you whatsoever) in order to prevent any activity on the Account whilst any suspected breach of security subsists.
- (e) Whilst TPP takes its security obligations seriously, you are responsible for all activities which occur in connection with your Account (regardless of whether you know about them). TPP is not liable for any Loss whatsoever that you may incur as a result of any unauthorised use of your Account.
- (f) Any access of the Platform, use of the Services, Participation in Prize Giveaways or publication of Content which can be attributed to your Account will be considered to be action taken by you unless you have previously notified TPP in writing of an unauthorised use of your Account or of any other breach of security associated with your Account and, at the relevant time, the breach has not been remedied by TPP as contemplated under clause 4(d).
- (g) To the maximum extent permitted by Law, you will be held responsible for any Losses incurred by TPP and its officers, employees, agents or Related Bodies Corporate, or by any third party, due to any unauthorised use of your Account.

5. PRIVACY

- (a) In order to provide certain Services, TPP needs full and accurate personal information about you. TPP will only use that information where TPP has a legal basis to do so.
- (b) TPP's Privacy Policy (**Privacy Policy**) contains provisions which explain the type of information collected by TPP, how TPP uses that information and your rights in connection with that information.
- (c) By accessing the Platform or using the Services, you will be deemed to have read and accepted the Privacy Policy (as amended from time to time).

- (d) TPP reserves the right, in its sole and absolute discretion (and without any obligation of notice to you), to amend the Privacy Policy from time to time. You agree that your continued use of the Platform or the Services after any such amendment to the Privacy Policy will be taken as your acceptance of the terms of the amended Privacy Policy.

6. USE OF THE PLATFORM

6.1 Acknowledgements

You acknowledge and agree that:

- (a) your use of the Platform and the Services (and your Participation in any Prize Giveaway and associated viewing and interaction with Content) is entirely at your own risk;
- (b) to the maximum extent permitted by Law, you hereby release TPP and any of its officers, employees, agents or Related Bodies Corporate from any and all Claims, liability and Losses which you may suffer or incur arising out of or resulting from, or relating in any way to your use of the Platform or the Services or your Participation in any Prize Giveaway, including for negligence, inherent and unforeseen risks, injury or damage to persons or property and the actions of Users and other third parties, participants and spectators;
- (c) without limiting these Terms and Conditions, you agree that you are, to the maximum extent permitted by Law, liable for and must indemnify and keep indemnified TPP and any of its officers, employees, agents or Related Bodies Corporate against any and all Claims and Losses suffered by them (or any of them) which are caused or contributed to by any breach or alleged breach by you of these Terms and Conditions;
- (d) if you feel threatened or bullied by any Content on the Platform or Websites, you may report this to TPP and/or the office of the eSafety Commissioner. The website for the Office of the eSafety Commissioner is located at <https://www.esafety.gov.au/>. This website also contains important information about the help and support that is available, as well as educational cyber safety resources for you; and
- (e) TPP reserves the right (but is under no obligation) to monitor the Platform and your use of the Services and participation in Prize Giveaways, including any associated Content transmitted, inputted, uploaded or viewed by you and TPP may, at its sole and absolute discretion delete your Account and remove your access to the Platform and the Services if, in TPP's sole opinion, you are in breach any of these Terms and Conditions.

6.2 No Tampering

- (a) Neither you nor anyone having access to your Account may do, or attempt to do, any of the following:
 - (i) use the Services or participate in a Prize Giveaway in a manner which is, in TPP's opinion, contrary in any way to these Terms and Conditions;
 - (ii) access or attempt to access sections of the Platform or Services which you are not authorised to access;
 - (iii) alter or tamper with any part of the Platform or the Services except as expressly authorised by TPP;
 - (iv) unfairly manipulate or attempt to unfairly manipulate the results of any Prize Giveaway in any way, including through use of any automated launching or entry software, mechanical or other electronic means;

- (v) send unsolicited advertising, email or chain letters to other Users;
 - (vi) use any automated means or interface including tracking software, robots, spiders or similar technological devices or programs not provided by TPP to access the Platform, the Services or any Prize Giveaway, or to track other Users' usage of or the Platform or the Services or Participation in any Prize Giveaway;
 - (vii) reverse engineer any aspect of the Platform or the Services or do anything to discover the source code, or to circumvent measures put in place by TPP to prevent or limit access to any area of the Platform or the Services or to any Prize Giveaway;
 - (viii) send viruses, or any computer code, file or program to the Platform or the Services which is designed to, or has the effect of, destroying, interrupting or limiting the functionality of the Platform or the Services or the ability of another User to Participate in a Prize Giveaway, or of any computer software or hardware, or other telecommunications equipment; or
 - (ix) do anything when accessing the Platform or the Services or Participating in a Prize Giveaway which is to the commercial disadvantage of TPP or is otherwise adverse to the business interests of TPP (or likely to be so).
- (b) TPP reserves the right to take any action which it deems reasonably necessary to detect, identify, prevent, or stop any conduct which, in TPP's opinion, constitutes (or has the potential to constitute) a prohibited use under this clause 6.2 or under any applicable Law (including any Law relating to copyright infringement), even if that conduct does not specifically violate any of these Terms and Conditions. This includes the right to immediately and without notice suspend or terminate your Account. In such circumstances where your Account is terminated pursuant to this clause, you will immediately and automatically forfeit (without any recourse against TPP) your right:
- (i) to receive any Prize won by you previously but not yet awarded to you; and/or
 - (ii) to receive any Prize from any Prize Giveaway you have Participated in, but which has not yet concluded.

6.3 User Obligations

- (a) You agree to:
- (i) comply with all Laws which may be applicable to the use of the Platform or the Services or your Participation in any Prize Giveaways;
 - (ii) report to TPP immediately if you become aware of, or see any Content transmitted, inputted or uploaded by, any User that is in breach of these Terms and Conditions;
 - (iii) report any Content which contains bullying, pornographic, violence or otherwise prohibited material;
 - (iv) responsibly report any Content which involves an emergency situation, including terrorism and/or a situation which creates a danger of imminent harm to persons; and
 - (v) adhere to generally accepted rules of community etiquette and standards of behaviour in your use of the Platform and the Services, transmitting, inputting or uploading of Content on the Platform and interactions with TPP, other Users or third parties via the Platform or the Services.

- (b) You must not:
- (i) make available or publish Content containing any unlawful or inappropriate content;
 - (ii) submit inaccurate, misleading or inappropriate Content, including data submissions, edits or requests;
 - (iii) use or encourage or enable any other party to use the Platform or Services or to Participate in a Prize Giveaway in violation of any applicable Law or these Terms and Conditions;
 - (iv) solicit or ask any User to post nude or pornographic pictures (and in that regard if you receive such a request, you must report it to TPP immediately and cooperate with any reasonable request made by TPP);
 - (v) use the Platform or the Services or any Prize Giveaway to discriminate against, spam, harass, stalk or otherwise inappropriately communicate with other Users;
 - (vi) use or misuse the Platform or the Services in any way which may impair the Platform, the Services or the systems used to deliver the Platform or Services;
 - (vii) interfere with any other person's use of and enjoyment of the Platform or Services or participation in a Prize Giveaway;
 - (viii) attempt to gain unauthorised access to any materials, information or Content (other than those to which you have been given express permission to access), or the computer systems on which the Platform or the Services are hosted;
 - (ix) transmit, or input or upload onto the Platform, any files that may damage any other person's computing devices or software, Content that may be illegal or otherwise offensive, or material or data in violation of any Law (including data or other material protected by copyright or trade secrets which you do not have the right to use); or
 - (x) obtain or attempt to obtain any materials, information or Content of TPP and its Related Bodies Corporate through any means not intentionally made available through the Platform or the Services or in connection with a Prize Giveaway.
- (c) The Content that you transmit, input or upload on the Platform (in connection with your Participation in a Prize Giveaway or otherwise), and the username that you use to register your Account, must not contain:
- (i) violence or depictions of violence (including graphical or animated violence);
 - (ii) threatening or bullying, or pictures that have the effect of teasing or bullying someone else;
 - (iii) signs, gestures or actions (including signs, gestures or actions which are depicted through emoticons, videos, sounds, or animated GIF files) that are discriminatory, racially vilifying, intimidating, inciteful, hateful, vulgar, obscene or pornographic;
 - (iv) personal details, including full names, addresses, phone numbers or email addresses, whether they are your personal details or somebody else's;
 - (v) confidential information of any other person, such as credit card details or account information, whether your own or somebody else's;
 - (vi) any form of advertising such as tobacco or alcohol advertising which may breach any applicable

advertising Law;

- (vii) misleading or deceptive content, or content which is likely to mislead or deceive; or
 - (viii) any website links or URLs, especially those that show content which would contravene these Terms and Conditions if transmitted, inputted or uploaded on the Platform.
- (d) Without limiting these Terms and Conditions and to the maximum extent permitted by Law, you:
- (i) are liable for and must indemnify and keep indemnified TPP and its Related Bodies Corporate against any and all Claims, liability and Losses incurred by TPP and its officers, employees, agents and Related Bodies Corporate; and
 - (ii) release and discharge TPP and its officers, employees, agents and Related Bodies Corporate from all Claims which you had, have or may but for the operation of this clause have had against TPP and its officers, employees, agents or Related Bodies Corporate,

which are caused by or contributed to or in any way connected with any breach of this clause 6.3 or as a result of Content you transmit, input or upload on the Platform.

- (e) If you make a report to us regarding any Content on the Platform, TPP will use its best endeavours to investigate the reported Content as soon as practicable. TPP may take any action it deems necessary in its absolute discretion, including to report the Content to law enforcement authorities.

7. INTELLECTUAL PROPERTY

7.1 User Content

- (a) Any Content that you transmit, input or upload on the Platform, through your Participation in a Prize Giveaway or otherwise, may be subject to Australian and international copyright Laws. Photos or videos not taken by you, music that is not composed or written by you, or text that is not written by you may be owned by somebody else, and they may have copyright over such photo, video, music or text. Accordingly, you must not transmit, input or upload any Content that is not written or otherwise created by you or which you otherwise do not have express permission from its creator to use.
- (b) You warrant that you own, or otherwise have, all necessary licences or permissions to use the Content that you transmit, input or upload on the Platform including any pictures, videos, sound recordings, musical works and all other copyrightable works (or subject matter other than works) transmitted, inputted or uploaded on the Platform by you. If such Content is a work of joint authorship, you must obtain the written consent from the joint author(s) of the work to transmit, input or upload it on the Platform.
- (c) In order to allow TPP to display your Content on the Platform, you agree to grant TPP and its Related Bodies Corporate a worldwide, perpetual, non-exclusive, sub-licensable, irrevocable, transferrable, licence-fee free and royalty free licence to use and reproduce the Content on any sub-page within the Platform or otherwise at TPP's entire discretion (including for any marketing purposes), and you warrant that there are no legal or equitable impediments to you granting TPP and its Related Bodies Corporate this licence.
- (d) Where there are moral rights in accordance with any applicable Law subsisting in relation to Content created or transmitted, inputted or uploaded by you, you grant your consent, and warrant that you have procured the consent of all other joint author(s), to allow TPP and its Related Bodies Corporate to exploit all intellectual property rights in Content transmitted, inputted or uploaded by you at TPP's entire discretion, even where such use may amount to an infringement of the author's (or authors') moral rights.
- (e) Where you are viewing another User's Content, you acknowledge and agree that TPP is not responsible for that Content being published on the Platform. TPP will use its best endeavours to ensure all Content on the Platform is appropriate and complies with these Terms and Conditions (and in that regard TPP

reserves the right to monitor all Content on the Platform), however you otherwise agree that TPP will not be liable in any way for any Content transmitted, inputted or uploaded on the Platform by other Users and you expressly release TPP from any such liability (to the extent any such release is legally necessary).

- (f) TPP reserves the right to disclose any Content or details about the use of the Platform or the Services or Participation in a Prize Giveaway by any User in connection with any request or investigation of a law enforcement or government agency.

7.2 Our Content

- (a) All Content in relation to the Platform itself, including the text, graphics, and photos created by and for TPP, and TPP's name, logo and trade marks (whether registered or unregistered), as well as the 'look and feel' of the Platform, including its structure, sequence and organisation (**Our Content**) are owned by or licensed to TPP, and are subject to copyright and other intellectual property rights under Australian and foreign Laws and international conventions.
- (b) Our Content is provided to you 'as is' for your information and personal use only and may not be used for any other purpose whatsoever without TPP's prior written consent or as expressly permitted herein. TPP makes no representation or warranty as to the truth, accuracy, currency or completeness of any information contained in Our Content.
- (c) TPP reserves all its rights at Law and in equity in connection with Our Content. The Platform and the Services, whether in whole or in part, may not be reproduced, copied, stored or downloaded, and you may not publish, sell, let, hire, or offer to sell, let or hire any part of the Platform, the Services or any Content transmitted, inputted or uploaded therein to any person.
- (d) You must not do or participate or assist in, or cause, procure, authorise or allow any third party to do, participate or assist in, anything designed to:
 - (i) discover, or which has the effect of discovering, the design, composition, construction methods, structure, source code, object code or otherwise to reverse engineer any part of the Platform or the Services or any technology used in the running of Prize Giveaways; or
 - (ii) infringe, or which has the effect of infringing, any of TPP's intellectual property rights generally.
- (e) You must not at any time challenge or oppose, or cause, procure, authorise, allow or assist any third party to challenge or oppose, TPP's exclusive ownership of any intellectual property rights in the Platform or the Services.
- (f) From time to time, you may contact TPP with any suggestion, comment, feedback or request that you may have in relation to the Platform, the Services or Prize Giveaways. By doing so, you acknowledge that the intellectual property rights in any alteration or modification to the Platform, Services or Prize Giveaways made as a result of a suggestion, comment, feedback or request that you have made, will immediately become Our Content and belong to TPP and you will have no right, title or interest in connection with such alterations or modifications (including any rights to compensation of any kind whatsoever).
- (g) You agree not to use any of Our Content other than as expressly permitted under these Terms and Conditions. If you download or print a copy of Our Content for your personal use, or use which is expressly permitted by Law, you must retain all copyright and other proprietary legal notices contained in Our Content.

7.3 Open Source Content

- (a) The Platform may include or rely upon open source software, codes, modules or languages (**Open Source Content**). Any and all Open Source Content used by TPP is governed by the relevant open source licences.
- (b) If you use the Platform or the Services, or Participate in a Prize Giveaway in a manner that is not permitted

under these Terms and Conditions, TPP cannot warrant that such use by you in that manner will be permitted under any relevant open source licensing regimes. You agree to indemnify and hold TPP and its officers, employees, agent and Related Bodies Corporate harmless from and against any and all Claims, liability and Losses incurred as a result of your use of the Platform or the Services, or your Participation in a Prize Giveaway, in a manner not permitted under these Terms and Conditions.

8. PRIZE GIVEAWAYS

- (a) Where you have registered for, and been approved by TPP to act as, a Host, you acknowledge and agree that the following applies whenever you facilitate or host a Prize Giveaway:
- (i) you must facilitate and/or host all Prize Giveaways (including your posting of any Content or interaction with any other User in connection with the Prize Giveaway) in accordance with these Terms and Conditions;
 - (ii) you will be solely responsible for any Content you post in connection with the facilitating/hosting of any Prize Giveaway;
 - (iii) unless otherwise agreed by TPP, you are not engaged in any capacity by TPP and your facilitating/hosting of a Prize Giveaway will not create (and is not intended to create) any employment, agency, partnership, contractor or joint venture relationship between you and TPP (and you agree to make no such Claim to the contrary);
 - (iv) you may have the ability to set and impose specific terms and conditions applicable to your Prize Giveaway. In such circumstances, it is your responsibility to ensure that any terms and conditions you set and impose do not breach any applicable Law;
 - (v) you must act in a respectful, appropriate manner when facilitating/hosting a Prize Giveaway and must not engage in any offensive, obscene, abusive, defamatory or illegal conduct when facilitating/hosting a Prize Giveaway;
 - (vi) you must not take any intentional action which would have the effect of providing an unfair advantage or disadvantage to any person Participating in the Prize Giveaway;
 - (vii) you must not do anything which could be reasonably expected to harm the reputation of TPP, its officers, employees, agents or Related Bodies Corporate, or the Platform or Services;
 - (viii) you must not make any representation or warranty or incur any obligation or liability on behalf of TPP or any of its officers, employees, agents or Related Bodies Corporate; and
 - (ix) you must obey all reasonable instructions given by TPP from time to time in connection with your hosting of a Prize Giveaway; and
 - A. you agree (to the maximum extent permitted by Law) to indemnify TPP and its officers, employees, agents and Related Bodies Corporate against any and all Claims, liability and Losses which may be incurred as a result of, or in connection with (without limitation): any breach by you of this clause 8(a); or
 - B. you (or someone on your behalf) doing anything which falls within clause 9(a)(i) to (iv) (inclusive).
- (b) If you choose to Participate in a Prize Giveaway, you acknowledge and agree that the following applies:
- (i) it is your sole responsibility to ensure that your Participation in the Prize Giveaway is in compliance with all applicable Laws, including those applicable to competitions, promotions, prizes or giveaways (or anything similar) in your country or jurisdiction, as well as any applicable taxation Laws which may apply;
 - (ii) to the extent your country or jurisdiction prevents you:

- A. from Participating in the Prize Giveaway, then you must not Participate in the Prize Giveaway (and to the maximum extent permitted by law you agree to indemnify TPP and its and its officers, employees, agents and Related Bodies Corporate against any and all Claims, liability and Losses which may be incurred as a result of your Participation in the Prize Giveaway); and/or
 - B. from receiving a Prize, then TPP and the Host will regard your Participation in the Prize Giveaway as being voided and you will have no obligation to issue you the Prize or any compensation in lieu thereof;
- (iii) entry into and Participation in any Prize Giveaways will be at your own time, risk and expense (including as to any applicable mobile or data charges);
 - (iv) the Host and/or TPP may request to contact you using audio and/or video technology to inform you that you are the winner of a Prize (and it may be a condition to winning a Prize that you accept such a request). Where you accept such a request, you consent to TPP using any audio or video footage of you (in addition to any other Content you have uploaded onto the Platform) for any marketing purposes in its discretion. You may withdraw such consent at any time by notifying TPP in writing;
 - (v) where you win a Prize and the Prize is a cash prize, TPP may deduct any reasonable expenses it incurs in issuing you that Prize – including any foreign transaction or conversion fees, or fees incurred through the use of TransferWise;
 - (vi) where you win a Prize, you must provide all reasonable assistance to the Host and TPP to enable TPP to issue you that Prize – this may include providing a mailing address, photographic identification or other information reasonably requested by the Host and/or TPP;
 - (vii) if after using reasonable endeavours TPP reasonably determines, having regard to the overall costs and logistics associated with issuing you any Prize you have won, that it is not commercially viable for TPP to issue you the Prize, then TPP reserves the right to notify you of such fact in which case TPP may endeavour to provide you with adequate compensation (but is under no obligation to do so, and you agree not to make any Claim against TPP for taking any action under this clause);
 - (viii) the Host and/or TPP will use reasonable endeavours attempt to contact you if you have won a Prize. Where the Host attempts to contact you, this will be through the Host’s nominated Instagram account. Where TPP attempts to contact you, this will be through TPP’s official Instagram account. It is your responsibility to monitor your own Instagram account to determine if you have been contacted by the Host and/or TPP. If a period of 48 hours elapses since the Host and/or TPP have first tried to contact you and the Host and/or TPP have not heard from you, then TPP may treat your eligibility to win the Prize as void and may determine an alternate winner for the Prize. You agree that in such circumstances you will have no recourse of any nature against the Host and/or TPP (and you agree not to make a Claim against the Host and/or TPP for the Prize);
 - (ix) occasionally a Prize Giveaway may need to be extended, rescheduled, postponed or cancelled for unforeseeable reasons – including if the Platform experiences technical issues. In such circumstances, TPP and/or the Host may (but are not obliged to) contact you to notify you that Prize Giveaway has been extended, rescheduled, postponed or cancelled but will not be liable to you in any way in respect of such action (and you agree not to make any Claim to any entitlement in this regard);

9. INDEMNITY

- (a) To the maximum extent permitted by Law, you agree to indemnify TPP and its officers, employees, agents and Related Bodies Corporate against any and all Claims, liability and Losses which may be incurred as a result of, or in connection with any:
 - (i) breach or alleged breach of these Terms and Conditions;

- (ii) intellectual property infringement;
- (iii) breach of privacy; and/or
- (iv) violation of any Law;

by you or any party on your behalf.

- (b) In addition to clause 9(a), you release and discharge TPP and its Related Bodies Corporate to the maximum extent permitted by Law from all Claims which you had, have or may but for the operation of this clause have had against TPP or its Related Bodies Corporate in connection with these Terms and Conditions, the Platform or the Services or any Prize Giveaway.
- (c) Any failure or delay in or by TPP in enforcing any part of these Terms and Conditions is not to be construed as a waiver of TPP's rights. Any waiver of TPP's rights must be given in writing, in which case it will relate only to the rights expressed to be waived and will not be deemed to constitute a future waiver of those or any other rights.
- (d) You acknowledge this clause 9 continues in force notwithstanding your cessation of use of the Platform and the Services or Participation in any Prize Giveaway (including after the cancellation or termination of your Account).

10. LIMITATION OF LIABILITY

- (a) Notwithstanding any other provision in these Terms and Conditions, TPP and its officers, employees, agents and Related Bodies Corporate will to the greatest extent permitted by Law not be liable for any Loss or damage of any kind or other economic losses in contract, tort (including negligence), under any statute or otherwise, arising out of or in any way connected to the Platform, the Services, any Content or any Prize Giveaway.
- (b) TPP makes no warranty in relation to the truth, accuracy, completeness or currency of any information appearing on the Platform from time to time, and does not endorse (and will not be deemed to have endorsed) any Content other than Our Content.
- (c) TPP will use reasonable endeavours to ensure that the Platform and Services are operational at all times. However, TPP gives no warranties whatsoever that the Platform or Services will be fully functional and free of errors, bugs or viruses. Accordingly, you agree that TPP will not be held liable for any delay, disruption or interruption in your access to the Platform or Services. You further agree that TPP will not be liable for any Losses or liability which may be incurred as a result of, or in connection with, or in relation to any loss of functionality of the Platform or Services or any Prize Giveaway, or any errors, bugs or viruses, whether or not there is any resultant destruction, interruption or damage to your electronic device from which the Platform or Services are accessed.
- (d) TPP and its officers, employees, agents and Related Bodies Corporate may plead this clause 10 as a complete defence to any action, proceeding or suit which may be taken or commenced by a User or on their behalf arising out of the matters referred to in these Terms and Conditions and, until this clause 10 is set aside by a final order of a Court, the User must consent to an order staying such action, suit or proceeding.

11. OTHER SOCIAL MEDIA PLATFORMS

- (a) You acknowledge and agree that TPP does not have any affiliation with any other social media platform. This includes Facebook, Instagram, Twitter, Snapchat and TikTok.
- (b) You acknowledge and agree that:
 - (i) your use of the Platform and Services, including your transmitting, inputting, uploading and viewing of, and interaction with, Content, and Participation in Prize Giveaways is done entirely at your own risk; and

- (ii) TPP will not will not be liable for any Loss or damage of any nature (financial or otherwise) which you suffer, whether directly or indirectly, as a result of any account you hold with another social media platform being closed, suspended or impaired due to your use of the Platform or Services, your transmitting, inputting or uploading of Content or your Participation in any Prize Giveaway.

12. DISPUTE RESOLUTION

- (a) This clause relates to any dispute with TPP in relation to these Terms and Conditions or TPP's enforcement of these Terms and Conditions (**Dispute**). You agree to abide by the terms of this clause as regards any such Dispute.
- (b) If you have any Dispute you must:
 - (i) notify TPP of the Dispute as soon as practicable and by all reasonable means, including by email to support@theprizeproject.com (**Notification of Dispute**); and
 - (ii) co-operate with TPP or TPP's authorised representative to resolve the Dispute.
- (c) During the period of 60 days after TPP receives your Notification of Dispute, you and TPP will use best endeavours to attempt to resolve the Dispute by negotiation.
- (d) If the Dispute is not satisfactorily resolved by negotiation between you and TPP after the 60 day period referred to in clause 12(c) above (or, where both you and TPP agree to a longer period, that longer period), either you or TPP may refer the Dispute to mediation, in accordance with the ADC Guidelines for Commercial Mediation published by the Australian Disputes Centre (**ADC**) in force at the time, to a mediator agreed upon by you and TPP (or if such agreement cannot be reached, a mediator appointed by the ADC), and with such mediation to be held in Perth, Western Australia (and with Western Australian law applying in respect of the mediation).
- (e) You and TPP agree that the mediation shall continue until:
 - (i) the Dispute is resolved; or
 - (ii) there is a determination by the mediator that the Dispute is unlikely to be resolved through mediation.
- (f) Each party shall bear its own costs in relation to the resolution of the Dispute. The costs of the mediation in accordance with clause 12(d) above will be borne equally between both parties.
- (g) During the Dispute, these Terms and Conditions will remain in full force and effect.
- (h) Neither party may commence any arbitration or court proceedings without first complying with this clause 12, provided that nothing in this clause 12 denies TPP the right to seek urgent interlocutory relief (including an injunction) from an appropriate court in relation to any Dispute arising under these Terms and Conditions.

13. AMENDMENT OF TERMS AND CONDITIONS

- (a) TPP reserves the right, in its sole discretion, to amend these Terms and Conditions at any time, in which case those amended Terms and Conditions shall be immediately binding and will supersede the previous iteration of these Terms and Conditions on and from that time. TPP will use reasonable endeavours to notify you of any updates or changes to these Terms and Conditions (but you agree and acknowledge that it is not obliged to do so).
- (b) For the purposes of clause 13(a) above, you agree and acknowledge that you will be deemed to have been notified of any amendments to these Terms and Conditions once TPP has posted them on the platform or notified you by email (to your email address contemplated in clause 13(c) below). You agree that your continued use of the Platform or the Services after TPP makes any amendment to the Terms and Conditions will be taken as your acceptance of those amended Terms and Conditions.

- (c) If TPP needs to notify you about any aspect of these Terms and Conditions or changes thereto, it will do so using the current email address linked to your Account (and you are taken to have consented to TPP contacting you in this way). If you wish to withdraw this consent you may do so by contacting us at support@theprizeproject.com, however if you wish to continue receiving such notifications from TPP you must provide an alternative valid and active email address. You otherwise agree that TPP will not be liable if you have withdrawn such consent and not provided an alternative email address (which will prevent TPP from being able to contact you).
- (d) It is your sole responsibility to check periodically for any amendments to these Terms and Conditions. If you do not agree with the amended Terms and Conditions, you must immediately stop using the Platform and the Services and you should cancel your Account.
- (e) Notwithstanding clause 12(b) above, where you notify TPP of a Dispute in accordance with clause 12 above, any amendments made to these Terms and Conditions after you have notified TPP of the Dispute will (to the extent they relate to the Dispute) not apply to you until the Dispute has been resolved.

14. SUSPENSION AND CANCELLATION OF ACCOUNT

- (a) TPP reserves the right to suspend your Account at any time and for any breach of these Terms and Conditions or any alleged such breach (pending investigation), or to otherwise prohibit you (either temporarily or permanently) from accessing all or particular parts of the Platform or the Services (including Participating in any Prize Giveaway).
- (b) At the conclusion of an investigation into any alleged breach of these Terms and Conditions by you, TPP may in its sole and absolute discretion:
 - (i) reactivate your Account;
 - (ii) temporarily suspend your account; or
 - (iii) permanently cancel your Account in accordance with the remainder of this clause 14.
- (c) TPP reserves the right to cancel your Account at any time and for any breach of these Terms and Conditions. If TPP cancels your Account, you may not, under any circumstances, register a new Account without prior written consent and approval from TPP.
- (d) TPP may cancel your Account at any time if, in TPP's reasonable opinion, your Account has remained inactive for a period greater than 12 consecutive months.
- (e) Subject to clause 9, you have the right to terminate these Terms and Conditions, at any time for any reason whatsoever by cancelling your Account.
- (f) If you wish to cancel your Account, you may contact TPP by email at support@theprizeproject.com and TPP will endeavour to cancel your Account as soon as practicable. Please note that any Content that you have transmitted, inputted or uploaded may potentially remain accessible to others after your Account has been cancelled.
- (g) If TPP cancels your Account in accordance with clause 14(a) above, you will no longer have access to your Account, and you will no longer be authorised to use certain parts of the Platform or Services or to Participate in Giveaways.
- (h) To the maximum extent permitted by Law, TPP is not liable for any Losses of any kind suffered by you in connection with or arising from the suspension or cancellation of your Account or the restriction of your ability to access the Platform or the Services in part or in full (including where such suspension or cancellation prevents you from producing, transmitting, inputting or uploading Content or Participating in any Prize Giveaway).

15. GOVERNING LAW

These Terms and Conditions are governed by the Laws of Western Australia. You agree to submit to the exclusive jurisdiction of the courts of Western Australia for all matters arising in connection with these Terms and Conditions.

16. SEVERANCE

If any part of these Terms and Conditions is, or becomes, void or unenforceable, that part is, or will be, severed from these Terms and Conditions so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

17. ASSIGNMENT

TPP's rights and obligations under these Terms and Conditions may be transferred or assigned at any time at TPP's absolute and sole discretion.

18. INTERPRETATION

- (a) Headings in these Terms and Conditions are provided for convenience only and do not form part of these Terms and Conditions or affect its interpretation.
- (b) A clause in these Terms and Conditions must not be construed to the disadvantage of TPP merely because TPP was responsible for the preparation of these Terms and Conditions or any amendments thereto.
- (c) In these Terms and Conditions, "including" and similar expressions are not words of limitation.
- (d) Each of these Terms and Conditions which, expressly or by its nature, survives termination of these Terms and Conditions shall remain fully enforceable notwithstanding such termination.

**The Prize Project Pty Ltd
(ACN 641 824 802)
(TPP)**

**TPP
Privacy Policy**

1 General

- 1.1 Unless otherwise specified, capitalised terms used in this Privacy Policy (**Policy**) have the same meaning in our terms and conditions of use (**Terms and Conditions**).
- 1.2 In this Policy, **User, you** or **your** means any person who accesses and uses TPP's Platform or Services.
- 1.3 This Policy forms part of and is incorporated into the Terms and Conditions.
- 1.4 This Policy has been prepared in accordance with:
- (a) applicable Australian privacy and data protection laws, including the *Privacy Act 1988 (Cth)* (**Privacy Act**) and the Australian Privacy Principles contained therein; and
 - (b) the General Data Protection Regulation (EU) 2016/679 (**GDPR**),
- as applicable.
- 1.5 This Policy applies to TPP's collection and disclosure of your Personal Information (as defined in clause 2.2) when you use the Platform, or when you use the Services, Participate in a Prize Giveaway or register an Account.
- 1.6 This Policy is intended to describe what information TPP collects and/or processes; how TPP uses it; and under what circumstances, if any, TPP discloses any Personal Information. Please read this Policy before using the Platform or submitting any Personal Information. By using the Platform or Services or by Participating in a Prize Giveaway, you are accepting the practices described in this Policy.
- 1.7 TPP may in its absolute discretion elect to amend or replace this Policy by uploading a revised Policy on the Platform from time to time. A copy of the most up to date version of this Policy will be made available to view on the Platform. Any changes made to this Policy will apply immediately from the date TPP uploads the revised Policy onto the Platform. In addition, TPP may, but is not obliged to, notify you by email of any updates to this Policy. TPP strongly encourages you to refer to this Policy on an ongoing basis to understand your rights under the Policy. Unless otherwise stated, the most current Policy will apply to all information TPP has about you. If you do not agree with the practices outlined in this Policy, you must immediately stop using the Services and accessing the Platform or from Participating in any Prize Giveaways. In addition, you should take steps to cancel your Account.

2 Types of Information Collected

- 2.1 When you register for an Account, use the Services (including Participating in a Prize Giveaway) or access the Platform, TPP may collect your Personal Information and Statistical Information – both of which are defined in clauses 2.2 and 2.3 below, respectively. TPP will not collect any Sensitive Information from you (being any information (or an opinion) about your racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices or criminal record, or information about your health, genetic information or biometric information).
- 2.2 **Personal Information** includes information which identifies a natural person, or by which the person's identity may be reasonably determined. It may (potentially) include a person's full name, mailing or residential address, date of birth, bank account details, credit card details, TransferWise account details, phone number and email address, as well as potentially "personal data" for the purposes of the GDPR. For the purpose of this Policy, the term Personal Information also includes (a) information we collect about the Content you post on the Platform or through your interactions with other Content (including through Participating in any Prize Giveaway); and (b)

personal information obtained from a third party which, under and in accordance with the Privacy Act, may lawfully be exchanged.

- 2.3 **Statistical Information** includes the internet protocol (IP) address of your device used to connect to the Platform or use the Services or to Participate in a Prize Giveaway, time zone setting, language preferences, location data, information about your browser, phone, hardware and software (including your hardware model, operating system version, device memory, advertising or unique application or device identifiers and (potentially) information about your applications installed, battery level, as well as other information which does not identify you personally, but which tracks your usage of the Platform or Services or your Participation in a Prize Giveaway.
- 2.4 TPP also collects information automatically (through the use of cookies) on the Platform (and any website which the Platform is available at from time to time), as discussed in this Policy further below.

3 Personal Information about third parties

- 3.1 If at any time you supply TPP with Personal Information about another person, you should ensure that you have written consent from that person to do so, and you must agree to inform that person about TPP and the fact that TPP may use and disclose their Personal Information in accordance with and for the purposes outlined in this Policy.

4 How TPP Collects Personal Information

- 4.1 TPP will not ordinarily collect any Personal Information about you except where you provide it to TPP (either directly, or through posting or interacting with Content on the Platform including Participating in a Prize Giveaway), or where it is provided to TPP with your authority.
- 4.2 TPP collects Personal Information when you:
- (a) take steps to register an Account, enquire about or sign up for and use the Platform or the Services;
 - (b) Participate in a Prize Giveaway;
 - (c) post and interact with Content;
 - (d) provide TPP with feedback or make a complaint; and
 - (e) do business with TPP (including, potentially, hosting a Prize Giveaway).
- 4.3 In the event TPP receives unsolicited information about you, it will only be collected where:
- (a) such collection is reasonably necessary for one or more of TPP's functions or activities; and
 - (b) TPP either:
 - (i) obtains your consent; or
 - (ii) is authorised or required to do so by Law.
- 4.4 Where clause 4.3 does not apply, TPP will (within a reasonably practicable timeframe) destroy any unsolicited Personal Information that TPP receives.

5 How TPP uses Personal Information

- 5.1 TPP will collect Personal Information for the purposes set out in clauses 5.2 to 5.4 inclusive. TPP will make every effort to advise you of the purposes for which TPP is required to collect your Personal Information before that Personal Information is to be collected.

5.2 *To provide, develop and improve the Services*

You authorise TPP to use your Personal Information to:

- (a) contact you in relation to your use of the Platform and the Services, including (without limitation) to notify

you of any modifications to our Terms and Conditions or this Policy;

- (b) help you interact with other Users on the Platform (including by collecting information about the Content you have accessed);
- (c) contact you in connection with any Prize Giveaway you have entered (including where you have won a Prize);
- (d) notify you about promotions or other communication;
- (e) market the Services – for example using Content you have uploaded onto the Platform in connection with your Participation in any Prize Giveaway to market and promote the Platform, the Services, any other Prize Giveaway or TPP generally;
- (f) make improvements to the Services and/or the Platform or to any Prize Giveaway. For example, TPP may track any troubleshooting issues and compatibility issues with various operating platforms and devices to ensure you have proper and stable access to the Platform and the Services and to its Prize Giveaways, and to implement updates where necessary; and
- (g) measure the performance of the Services and to understand how the Services are used. For example, TPP may analyse Users' interactions with Content or Participation in Prize Giveaways so TPP can streamline the process of your Account registration.

5.3 *To ensure compliance*

Additionally, the purposes for which TPP will generally collect and use your Personal Information will include collection for the following reasons:

- (a) to comply with all Laws (including but not limited to verifying your identity to prevent fraud or other unauthorised or illegal activity);
- (b) to co-operate with authorities in relation to any investigation into any User or any Prize Giveaway;
- (c) to perform TPP's administrative operations, including accounting, risk management, payment processing, record keeping, archiving, and development and testing; and
- (d) to manage TPP's rights and obligations under the Terms and Conditions or this Policy;

5.4 *Marketing Communications*

If you are a User, TPP may send you email marketing communications to:

- (a) provide you with information about TPP's Services and the Platform;
- (b) invite you to participate in promotions or ask you for feedback; and/or
- (c) communicate with you for other marketing purposes.

In doing so, TPP will always provide you with the option to unsubscribe from TPP's marketing communications. If you do not want to receive marketing communications from TPP, please contact TPP at privacy@theprizeproject.com.

6 Disclosure of Personal Information

- 6.1 By accessing the Platform or using the Services, you consent to the disclosure of your Personal Information in accordance with this Policy.
- 6.2 TPP takes the protection of your Personal Information very seriously. TPP will only disclose your Personal Information to its employees, officers, insurers, professional advisers, agents or contractors (including potentially where these parties are based overseas) and insofar as such disclosure is necessary to enable TPP to perform its obligations and to act in accordance with this Policy. Such Personal Information will not be disclosed or used other than as specified in this Policy without your express consent, which will be stored in TPP's records.

- 6.3 TPP will not use or disclose your Personal Information for any purpose other than as disclosed in this Policy unless:
- (a) TPP has obtained your consent to its use or disclosure; or
 - (b) the purpose is related to the purposes disclosed in this Policy and an individual would reasonably expect TPP to use or disclose that Personal Information in that manner.
- 6.4 TPP may also disclose your Personal Information to other third parties from time to time. Subject to what is permitted by Law, the types of third parties to whom TPP may disclose your Personal Information may include:
- (a) TPP's agents, contractors and external advisors (such as legal and financial advisors) whom TPP engages from time to time to carry out, or advise on, TPP's functions and activities;
 - (b) business partners (eg advertisers);
 - (c) other Users (eg your username or profile name, the information you have consented to us sharing, and any Content you publish on the Platform which contains Personal Information); and/or
 - (d) regulatory bodies, government agencies, law enforcement agencies and courts.
- 6.5 Unless otherwise specified in this Policy or as required by Law, you authorise TPP to disclose your Personal Information and Statistical Information to third parties:
- (a) where TPP assigns, transfers, sells or otherwise licenses its rights under the User Terms and Conditions to a third party;
 - (b) where TPP reasonably believes (acting in good faith) that such disclosure is necessary in order to investigate, prevent or take action regarding illegal activities (including without limitation suspected fraud), situations involving potential threats to the physical safety of any person, violations of the Terms and Conditions or this Policy, or as otherwise required by Law;
 - (c) in a business transaction including (but not limited to) a merger with or acquisition by another company, or the sale of all or a substantial portion of TPP's assets, of which your Personal Information and Statistical Information may be among the assets transferred. Where this occurs, TPP will notify you using the Personal Information linked to your Account; and
 - (d) where such disclosure is required by Law, or where TPP reasonably believes in good faith that such disclosure is necessary to protect TPP's rights.
- 6.6 You consent to TPP disclosing Statistical Information to third parties including, without limitation, to analytics companies and TPP's business partners, to help TPP understand usage patterns, to assist in product development and for advertising purposes.
- 6.7 TPP may from time to time disclose your Personal Information to overseas entities who may not be bound by Australian Law. Where TPP discloses your Personal Information to overseas recipients, TPP will make every reasonable effort in the circumstances to ensure that the overseas recipients comply with this Policy and any applicable Australian Law concerning the protection of Personal Information, unless:
- (a) TPP believes on reasonable grounds that the overseas recipient is bound by Laws that are substantially similar to the Privacy Act which can be enforced against the overseas recipient; or
 - (b) you give TPP an informed consent to the disclosure of your Personal Information to an overseas recipient who may not be bound by Australian Law; or
 - (c) the disclosure to an overseas recipient is authorised or required by Australian Law (including the Privacy Act).

7 How TPP Uses Cookies

- 7.1 If you register an Account or continue to access the Platform or use the Services (including Participating in any Prize Giveaway), you agree to TPP's use of tracking technologies, referred to as cookies, to track and record your

usage. Cookies are text files placed on your computer to collect standard internet log information and visitor behaviour information.

- 7.2 When you access or use the Services (including Participating in any Prize Giveaway), TPP will automatically use cookies to collect technical information including:
- (a) Statistical Information; and
 - (b) information about your interaction with the Services or Participation in the Prize Giveaway, including your clickstream to, through and from the Platform, the times you access the Platform, activity on third party websites which are linked to the Platform, and views and interactions with Content.
- 7.3 You may control the technical information TPP collects, including through your browser or device settings. In doing so, you:
- (a) acknowledge some of TPP's Services may not function properly if you choose to disable cookies; and
 - (b) release TPP and any of its Related Bodies Corporate from any and all Claims, liability and Losses which may arise out of, result from, or relate in any way to your decision to disable cookies (including any limitation on your ability to use the Services).

8 GDPR

- 8.1 TPP will comply with the principles of data protection (including as set out in the GDPR) for the purpose of fairness, transparency and lawful data collection and use.
- 8.2 TPP will process Personal Information as a processor and/or, to the extent relevant, as a controller (as those terms are defined in the GDPR).
- 8.3 TPP must have a legal basis to process Personal Information which it collects. TPP relies on several legal bases to process Personal Information in accordance with this Policy, including:
- (a) where the person has consented to the processing of Personal Information by TPP (which consent may be withdrawn at any time);
 - (b) for TPP's legitimate interests to operate, provide or improve the Platform and/or Services (including the Prize Giveaways);
 - (c) where necessary to provide access to, and use of, the Platform and/or Services or Participation in any Prize Giveaways (including issuing of Prizes); and/or
 - (d) where TPP is authorised or required by Law to do so.
- 8.4 Where a person has (directly or indirectly) provided consent to TPP processing their Personal Information, the consent may be withdrawn at any time with future effect – i.e. the withdrawal of consent does not affect the lawfulness of processing based on the consent before its withdrawal. If consent is withdrawn, TPP will only continue processing the person's Personal Information where TPP is permitted or obliged to do so by Law (including under the GDPR).

9 Your Rights Under this Policy

- 9.1 This clause 9 sets out the rights you have in relation to how your Personal Information is obtained and used.
- 9.2 Except as otherwise provided by Law, you have the following rights in connection with your Personal Information we have collected:
- (a) the right to be informed how your Personal Information is being used;
 - (b) the right to access your Personal Information (and TPP will provide you with a free copy of it);

- (c) the right to correct your Personal Information if it is inaccurate or incomplete;
- (d) the right to delete your Personal Information (which is also known as “the right to be forgotten”);
- (e) the right to restrict processing of your Personal Information;
- (f) the right to retain and reuse your Personal Information for your own purposes;
- (g) the right to object to your Personal Information being used; and
- (h) the right to object against automated decision making and profiling.

9.3 You are encouraged to contact TPP at any time if you wish to exercise your rights in relation to this Policy. TPP reserves the right to request you verify your identity before TPP acts on any request made by you.

10 Storage of Personal Information

10.1 TPP implements a variety of security measures to maintain the safety of your Personal Information. Your Personal Information is held on our company servers located in Australia and/or the United States of America (as determined by TPP from time to time) in a controlled, secure environment where it is protected from unauthorised access, use or disclosure.

10.2 TPP's servers may at times be located overseas in countries which are not bound by the Privacy Act, including, without limitation, the United States of America, and you hereby expressly consent to the disclosure of your Personal Information to overseas recipients. In doing so, you agree that TPP is not obliged to ensure that the overseas recipient does not breach the Australian Privacy Principles in relation to that information.

11 Security of Personal Information

11.1 TPP will use all reasonable efforts to keep secure your Personal Information, Statistical Information and all other information that you transmit to TPP through your use of the Platform and Services, your Participation in any Prize Giveaway or otherwise. TPP will take all reasonable care to protect and prevent unauthorised access to, or modification and disclosure of, your Personal Information.

11.2 Notwithstanding clause 11.1 above, you acknowledge the internet is inherently insecure and no data transmission online can be guaranteed as fully secure. Accordingly, TPP cannot guarantee or warrant the security of any information (including Personal Information) you provide through your use of the Platform or Participation in a Prize Giveaway. You understand that any Personal Information you provide to us is done so at your own risk.

11.3 If TPP becomes aware of a breach of security in relation to your Personal Information, TPP will immediately use its best endeavours to take action to remedy the security breach, in order to limit the risk caused by unauthorised access to, or unauthorised disclosure of, your Personal Information before any serious harm is suffered as a result of the breach.

11.4 If TPP becomes aware of a breach of security, and a third party has, without authorisation:

- (a) accessed your Personal Information; or
- (b) disclosed your Personal Information to another third party,

(Data Breach),

and a reasonable person would conclude that such unauthorised access or disclosure is likely to result in serious harm to the individuals to whom the information relates, TPP will (as required by Law) notify you and the Office of the Australian Information Commissioner (**OAIC**) with details of the Data Breach, including details of how TPP believes the Data Breach has occurred and to what Personal Information such Data Breach relates, and the steps that you can take in response to the Data Breach.

11.5 If TPP becomes aware of a Data Breach in which your Personal Information is lost, and TPP has reasonable grounds to believe that:

- (a) unauthorised access to, or unauthorised disclosure of, your Personal Information is likely to occur; and
- (b) if unauthorised access to, or unauthorised disclosure of, your Personal Information occurs, a reasonable person would conclude that such unauthorised access or disclosure is likely to result in serious harm to the individuals to whom the information relates,

TPP will notify you and the OAIC with the details of the Data Breach, including details of how TPP believes the Data Breach has occurred and to what Personal Information such Data Breach relates, and the steps that you can take in response to the Data Breach.

- 11.6 You acknowledge and understand that if you access the Platform or the Services from outside Australia, other entities including, potentially, foreign governments, may collect, use and disclose your Personal Information in ways which differ from this Policy and the Laws of Australia, and that TPP will in such circumstances have no control over such collection of your Personal Information (and are not liable in relation to such collection).

12 How long your Personal Information is stored

- 12.1 You consent to TPP retaining your Personal Information for as long as necessary to fulfil the purposes for which TPP has collected it, including in order to satisfy any Law.
- 12.2 To determine the appropriate retention period for Personal Information, TPP will consider the amount, nature and sensitivity of the Personal Information collected from you, the potential risk of unauthorised use or disclosure of your Personal Information, the purposes for which TPP processes the Personal Information and whether TPP can achieve those purposes through other means. TPP will also at all times have regard to the applicable legal requirements under the GDPR and/or the Privacy Act (as applicable).

13 Third parties

- 13.1 Where TPP provides your Personal Information to third parties in accordance with this Policy, you acknowledge and agree that:
- (a) the use of your Personal Information by third parties is not in TPP's reasonable control;
 - (b) third party websites may place their own cookies or other files on your computer or telephone, solicit Personal Information from you and may or may not use your Personal Information in accordance with their own privacy policies which may differ from this Policy; and
 - (c) it is your responsibility to familiarise yourself with the privacy policy of any third party website you visit which collects Personal Information about you and to use your discretion when providing such information.
- 13.2 If TPP discloses personal information to a third party, TPP will always act to protect it in accordance with this Policy. However, you agree that TPP will not be liable for any Loss or liability which may be incurred as a result of, or in connection with, or in relation to any use of your Personal Information by a third party to whom TPP validly disclosed the Personal Information (and you agree to make no claim against TPP in that regard).

14 How to Contact TPP

- 14.1 If you believe that the privacy of your Personal Information has been compromised or has not been used in accordance with this Policy, you should contact TPP as soon as possible using the means provided on the Platform or at:

Email: privacy@theprizeproject.com Your complaint will be taken seriously and addressed in accordance with clause 14 of the Terms and Conditions in relation to Dispute Resolution.

15 How to Contact the Office of the Australian Information Commissioner

If you do not receive a satisfactory response from TPP, or you believe that TPP has not handled your complaint satisfactorily, you may wish to refer your complaint to the Office of the Australian Information Commissioner at:

Address: GPO Box 5218, Sydney NSW 2001

Email: enquiries@oaic.gov.au

Phone: 1300 363 992