

## Video Testimonial Promotion

### Terms and Conditions

Apple and Google do not sponsor and are not involved in this promotion or any other Snap Send Solve promotion.

<b>Promoter</b>	Snap Send Solve Pty Ltd ABN 53 162 334 965, Level 3, 15 Palmer Parade, Cremorne VIC 3121
<b>Competition Period</b>	9am (AEST) on 9 December 2024 to 11.59pm (AEST) on 23 December 2024.
<b>Who can enter?</b>	<p>Only Australian and New Zealand residents who:</p> <ul style="list-style-type: none"><li>(a) are aged 18 or over; and</li><li>(b) have or register an account with Snap Send Solve.</li></ul> <p>Registering an account with Snap Send Solve (and, consequently, participation in this competition) is subject to the terms and conditions available at <a href="https://www.snapsendsolve.com/terms-of-use">https://www.snapsendsolve.com/terms-of-use</a>, as amended from time to time.</p>
<b>Who can't enter?</b>	<p>Directors, officers, management and employees (and their immediate families) of:</p> <ul style="list-style-type: none"><li>(a) the Promoter; and</li><li>(b) the agencies, companies or participating premises associated with this competition.</li></ul>
<b>Where will the competition run?</b>	The competition will run across the Boast platform in Australia and New Zealand.
<b>How to enter</b>	To enter, you must, during the Competition Period, respond to the survey available at <a href="https://snap-send-solve.boast.io/form/video-feedback">https://snap-send-solve.boast.io/form/video-feedback</a> . You must include your email address in the survey responses to be considered.
<b>Electronic drawing system</b>	The winners will be selected using a random number generator.
<b>Date, time and place of draw</b>	<p>There will be three prize winners.</p> <p>The prize draw will be conducted at 1pm (AEST) on 7 January 2025. All draws will be conducted at Level 3, 15 Palmer Parade, Cremorne VIC 3121.</p> <p>The winner will be identified through a random computer-generated draw.</p>
<b>What can I win?</b>	There are three prizes available. The prize is valued at \$100 each and awarded within 14 days via post to the nominated address.

<p><b>Total prize pool</b></p>	<p>The total prize pool is 3 x Snapper Merch Kits that each contain:</p> <ul style="list-style-type: none"> <li>● One branded pen</li> <li>● One notepad</li> <li>● One pair of socks</li> <li>● One T-shirt (limited sizes)</li> <li>● One drink bottle</li> </ul> <p>The total prize pool is valued at \$300 AUD.</p>
<p><b>How many times can I enter?</b></p>	<p>All participants can only enter once during the Competition Period in accordance with the unique email address submitted as noted in the <i>'How to enter'</i> requirements.</p>
<p><b>How and when will the winners be notified?</b></p>	<p>The winner will be notified in writing by email within seven business days of the relevant draw.</p> <p>The winner will have their name and state / territory of residence published on the Website within seven days of being drawn for a period of 28 days.</p> <p>If the winner of the prize draw is under 18 years of age or is unable to provide proof of age as 18 years or older, the prize will be given in consultation with the winner's parent or guardian.</p>
<p><b>Unclaimed prizes</b></p>	<p>28 days from the draw as outlined in <i>'Date, time and place of draw'</i> (<b>Prize Claim Date</b>).</p> <p>If the prize has not been accepted or claimed by the Prize Claim Date, or if, after making all reasonable attempts, the Promoter cannot contact the prize winner (or the prize winner does not contact the Promoter) by the relevant Prize Claim Date, the relevant entry will be discarded and the Promoter will forfeit the prize from the prize pool.</p>
<p><b>Collection and use of personal information</b></p>	<p>If you are a winner, you consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through the Promoter's agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to the Promoter's related companies, agents and contractors to assist in conducting this competition, communicating with you or your companions or storing data.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without</p>

	<p>any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see <a href="https://www.snapsendsolve.com/privacy-policy/">https://www.snapsendsolve.com/privacy-policy/</a>) includes information about:</p> <ul style="list-style-type: none"><li>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</li><li>(b) how to complain about a privacy breach and how the Promoter will deal with a complaint.</li></ul>
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These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

### **Entry**

1. Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering.

### **Prizes**

2. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

### **General**

3. Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
4. If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
5. You must not:
  - A. engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - B. act in a disruptive, annoying, threatening, abusive or harassing manner;
  - C. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;

- D. breach any law; or
  - E. behave in a way that is otherwise inappropriate.
6. The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
  7. If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final. The Promoter is under no obligation to provide reasons for any of its decisions.
  8. Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
  9. If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
  10. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

## **Liability**

11. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
12. Subject to paragraph 11, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
13. Without limiting paragraphs 11 and 12, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes, or for any damage that occurs to displayed prizes (where relevant).

Unless otherwise specified, prizes will only be delivered to addresses in Australia and New Zealand.

14. This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.