

## **Upstreet Instagram Competition terms and conditions**

### **PARTICIPATION**

1. This competition ("Competition") is conducted by ESC Operations Pty Ltd trading as Upstreet (Upstreet), ABN 88 635 424 538, of U9, 49-51 Roscoe Street, Bondi Beach NSW 2026 ("Promoter").
2. Entry to the Competition constitutes acceptance of these conditions.
3. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who, at the time of entry:
  - a. is a resident of Australia and is aged 18 years or older,
  - b. is not an employee of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and
  - c. is not a spouse, de-facto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee.
4. The Competition is open for entry during the Entry Period. All times and dates are times and dates in Sydney, Australia. The Entry Period is as follows:
  - a. Entry Opens Time: 00:01 AM (AEST)
  - b. Entry Opens Date: 21/02/2022
  - c. Entry Closes Time: 28/02/2022 (AEST)
  - d. Entry Closes Date: 23:59 PM,("Entry Period").

### **ENTRY**

5. To enter, an Eligible Entrant must complete the following requirements for one entry into the Competition:
  - a. Follow @upstreet.co on Instagram;
  - b. Comment on the giveaway post and tag at least one friend;
  - c. Post a photo to the Eligible Entrant's personal Instagram account of them exercising which must tag @upstreet.co and use #laminvested in the caption;
  - d. Have the Eligible Entrant's Instagram profile set to public.
6. Eligible Entrants may enter multiple times.

7. The Promoter takes no responsibility for any late entries or for any delays or failures in any telecommunications service or equipment.
8. This is a game of chance and skill plays no part in determining the winners. The winner will be chosen at random. The winner will be notified by a direct message from Upstreet through Instagram.
9. All entrants must ensure that their entry is received by the Promoter during the Entry Period. The Promoter takes no responsibility for any late or misdirected entry or for any delays or failures in any telecommunications service or equipment.
10. All entries to the Competition may be subject to verification by the Promoter. An entrant must deliver to the Promoter (by a means determined by the Promoter) copies of any documents the Promoter may request establishing eligibility to enter or win, including evidence of age, residence or identity. The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an entrant must deliver requested copies within 7 days of being asked to do so. At the Promoter's request, an entrant must also, within 7 days of being asked, allow the Promoter to inspect and copy the original of any such document.
11. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant:
  - a. fails to establish their entitlement to enter the Competition to the Promoter's reasonable satisfaction; or
  - b. fails to produce items as required by condition nine (9) or produces items that, in the Promoter's reasonable opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - c. in the Promoter's reasonable opinion, tampers with the entry process or benefits from such tampering; or
  - d. in the Promoter's reasonable opinion, submits an entry which is not in accordance with these conditions.

## **WINNER AND PRIZE**

12. The total prize pool value is \$50.00 and is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. There will be one winner selected to win a total prize of \$50.00 in fractional share rewards, which will be applied to the winner's investment in the Upstreet Fund as fractional share rewards in the Apple Investment Option.

13. Each winner will be required to successfully sign up to an Upstreet account and complete the sign-up process including verification of email and 'Know Your Customer' verification as requested by the Promoter to redeem their prize before 31/12/2022 and then provide their account information to Upstreet in order for Upstreet to apply their prize towards their account.
14. The Promoter's decision is final and no correspondence will be entered into.
15. If for any reason a winner does not take a prize (or an element of the prize) because of refusal to accept the prize or by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and/or the Promoter may elect to redraw the winner of the prize from the remaining entries.
16. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.
17. In order to be entitled to the prize, the winner must, if requested by the Promoter, agree to and sign an eligibility form confirming their compliance with the Conditions and eligibility to accept the prize. The winner will forfeit his/her prize if he/she fails to ensure that all documents relating to that prize are signed in accordance with this condition and returned to the Promoter, as and when required by the Promoter.

## **INSTAGRAM**

18. The Competition is in no way sponsored, endorsed, administered by, or associated with, Instagram.
19. By entering the Competition, each entrant releases Instagram from any and all liability to the entrant arising in any way from the conduct of the Competition.
20. All information provided by a Promotion entrant is provided to the Promoter and not to Instagram.

## **PRIVACY**

21. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the Competition and publicise the winner and, if an entrant consents, may be used to market its products to the entrant. The personal information of the winner may be provided to others assisting in the conduct of the Competition, including the Competition administrator, prize suppliers and deliverers, and to

regulatory authorities. If an entrant does not provide accurate personal information the Promoter may determine that they are not eligible to win a prize.

22. The collection and disclosure of personal information provided by eligible participants in connection with the program will be handled in accordance with the Upstreet's Privacy Statement (which can be viewed on Upstreet's website at <https://upstreet.co/privacy-policy>).

## GENERAL

23. Upstreet accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
24. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Competition, including any Warranties which may have been made in the course of advertising or promoting the Competition. The conduct of the Competition or the supply of a free fractional share reward may involve third parties, and Upstreet makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By participating in the Competition, an eligible entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of a participant entering or participating in the Competition, or using or permitting any other person to use the Prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
25. If despite the foregoing clause, the Promoter incurs a liability to an eligible participant under any law which implies a Warranty into these terms and conditions which cannot legally be excluded, the Promoter's liability in respect of the Competition is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Competition or paying the cost of resupplying those goods or services.
26. To the full extent permitted by law, the Promoter, its associated companies and agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or prizes, including:
- a. any indirect, economic or consequential loss;
  - b. any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. Nothing in these conditions is intended to exclude, restrict or modify an entrant's rights under the Competition and Consumer Act 2010.

27. If any provision of these conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.