

WEARE8 CREATOR CHALLENGE
MARCH 2024
#SomethingWeCanAllAgreeOn

Prize:

There will be three winners chosen for this competition, selected by the judges to receive a Wallet Drop to their WeAre8 account valued at AUD\$750 in Australia, NZD\$800 in New Zealand, GBP£400 in the UK, and USD\$500 in the US.

How to enter:

- Download and sign up to the WeAre8 Platform (if not done so already) from The App Store or Google Play and follow the prompts to create an account and a profile;
- Take an original **photo/video** of **Something We Can All Agree On**; and then
- upload the **photograph/video** to their public WeAre8 account on the 8Stage feed using the hashtag **#SomethingWeCanAllAgreeOn**. The photo/video can be a photo/video that was taken prior to the Promotion Period or during the Promotion Period.

Prize draw:

The judging will take place at **Level 1, 80 Wentworth Avenue, Surry Hills NSW 2010** on **Friday 29 March 2024**. Winners will be announced **Monday April 1 2024**.

TERMS AND CONDITIONS

1. Information on how to enter and prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian, New Zealand, United States and United Kingdom residents aged **18 years or over**.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter, including Employees from Charity: Water. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences at 09:00 on **Monday 18 March 2024** and closes at **23:59** on **Friday 29 March 2024** (“**Promotional Period**”). All times throughout the Terms and Conditions will be based on Sydney local time, which will be AEDT (as applicable in Sydney on the relevant date).

5. To be eligible to enter individuals must undertake the following steps during the Promotional Period:
 - Download and sign up to the WeAre8 Platform (if not done so already) from The App Store or Google Play and follow the prompts to create an account and a profile;
 - Take an original **photo/video** of **Something We Can All Agree On**; and then
 - Upload the **photograph/video** to their public WeAre8 account on the 8Stage feed using the hashtag **#SomethingWeCanAllAgreeOn**. The photo/video can be a photo/video that was taken prior to the Promotion Period or during the Promotion Period.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete, indecipherable, or illegible entries will be deemed invalid.
8. Multiple entries permitted per person, however each entry must be **substantially unique** and submitted separately and in accordance with entry requirements.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The judging will take place at **Level 1, 80 Wentworth Avenue, Surry Hills NSW 2010** on **Friday 29 March 2024**. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
11. This is a game of skill and chance plays no part in determining the winner(s). Each entry will be individually judged based on literary and creative merit of the submission provided to the entry mechanic.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The winner/s will be notified in writing with instructions on how to claim their prize.

14. There will be three winners chosen for this competition, selected by the judges to receive a Wallet Drop to their WeAre8 account valued at AUD\$750 in Australia, NZD\$800 in New Zealand, GBP£400 in the UK, and USD\$500 in the US.
15. Prizing will be awarded in the form of a Wallet Drop to their WeAre8 account which users can either pay forward to charity or withdraw to their PayPal account.
16. If for any reason **a/the** winner does not take or claim **a/the** prize (or an element of **a/the** prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If **a/the** prize (or part of **a/the** prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
18. The total prize pool value is **AUD\$2,250**.
19. Prize/s, or any unused portion of **a/the** prize, **are/is** not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original work of the entrant or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

21. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
22. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the competition website is the entrant's responsibility and is dependent on the Internet service provider used.
25. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize that is late, lost, altered, damaged or misdirected (whether or not after their

receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) use of **a/the** prize.

27. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.weare8.com/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose entrant's personal information to entities outside of Australia, see the Promoter's Privacy Policy for details.
28. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the WeAre8 Terms of Use which can be found at <https://www.weare8.com/terms-of-use>.
29. The Promoter is WeAre8 Australia Pty Ltd (ABN 89 617 985 707) of Level 1, 80 Wentworth Avenue, Surry Hills NSW 2010.
30. The agencies associated with the promotion are Charity: Water, its parent, affiliates and subsidiaries, and a released party of this agreement.