

## **My Kind of Independence Social Media Competition: Terms and Conditions**

### Introduction and Eligibility

1.1 The “My Kind of Independence” Social Media Competition (the “Competition”) is organised by Mable Technologies Pty Ltd of Level 12, 255 Pitt St, Sydney NSW 2000 (“the Organiser”).

1.2 The Competition is open to individuals who meet the following eligibility criteria:

- a. Participants must be 18 years of age or older.
- b. Participants must be residents of Australia.
- c. Employees, agents, and immediate family members of the Organiser are not eligible to win the below prizes.

1.3 Entry into the Competition constitutes acceptance of these Terms and Conditions.

1.4 Entry into this Competition is free (excluding internet charges).

### **Entry Guidelines**

2. Participants may enter the competition on Facebook, Instagram or via email. When judging, submissions from all channels will be judged in the same pool.

2.1 To enter the Competition, participants must:

- a) Follow Mable on either Instagram or Facebook, dependent on where they will be posting their submission;
- b) Post a video or a photo that creatively responds to the prompt ‘my kind of independence is...’ on Instagram or Facebook between the 9th October to 9th November, 2023; and
- c) Entries must use the hashtag #MyMable and tag @Mable\_Australia on Instagram or @Mable on Facebook in their post.

Or

- a) Send a photo or video to [social@mable.com.au](mailto:social@mable.com.au) with 1-3 sentences describing how they live their kind of independence with Mable.

2.2 Each participant may submit as many entries as they like. Those who enter the competition more than once, will only be eligible to win one of the available prizes.

### **Competition Duration**

3.1 The Competition will begin on 9 October 2023 at 9.00am AEST and will end on 9 November 2023 at 6.00pm AEST.

3.2 Entries received before or after the specified end date and time will not be accepted.

### **Judging Criteria**

4.1 All valid entries will be reviewed by Mable's editorial team individually based on creativity

4.2 The best three (3) submissions will be awarded a top prize of 1x \$500 Visa gift card

4.3 Thirty (30) entries will be determined by the judges as the runners up in their absolute discretion and will win 1 x \$50 Visa gift card

4.4 This is a game of skill and chance plays no part in determining the winner.

### **Intellectual Property Rights**

5.1 Participants retain ownership of the intellectual property rights to their entries.

5.2 By entering the Competition, participants grant the Organiser a non-exclusive, worldwide, royalty-free licence to use, reproduce, publish, and display their entries for Mable's promotional purposes.

### **Prizes**

6.1 The top three (3) winners, will receive 1 x \$500 AUD Visa gift card each

6.2 Thirty (30) runners up will receive 1 x \$50 AUD Visa gift card each

6.2 The total approximate value of all prizes is \$3000 AUD

6.3 Prizes are non-transferable and cannot be exchanged or redeemed for cash or any other alternative.

### **Winner Selection and Notification**

7.1 Winners will be selected by Mable's editorial team.

7.2 Winners will be notified via the social media channel they used to submit their entry, by 30th November 2023, 5:00pm AEST.

7.3 If a winner cannot be contacted by 7 December 2023, the Organiser reserves the right to disqualify that winner and select an alternate winner.

### **Disqualification and Termination**

8.1 The Organiser reserves the right to disqualify any participant who violates these terms and conditions or engages in fraudulent or inappropriate behaviour.

8.2 The Organiser may terminate or suspend the Competition at any time without prior notice and for any reason, including but not limited to technical issues, fraud, or force majeure events.

### **Limitation of Liability**

9.1 The Organiser and its affiliates, partners, and agents shall not be liable for any loss, damage, or injury arising from or related to the Competition, including but not limited to:

- a. Any technical malfunctions, failures, or delays in entry submissions, notifications, or prize awards.
- b. Any errors or inaccuracies in the information provided by participants.
- c. Any unauthorised access to or alteration of entries.

### **Governing Law and Jurisdiction**

10.a These terms and conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia.

10.b Any disputes arising out of or in connection with the Competition shall be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

### **General Terms**

a. The Organiser reserves the right to amend or modify the terms and conditions at any time.

b. These terms and conditions constitute the entire agreement between the Organiser and participants regarding the Competition.

c. If any provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

e. The Organiser collects your information to include you in this competition. Use of your personal information is governed by Mable's Privacy Policy at <http://www.mable.com.au/privacy-policy/>

f. By entering this competition, entrants

(i) grant the Organiser a non-exclusive licence to use the content of their entry, or any part of the content of the entry, in any way the the Organiser wishes (including modifying, adapting, copying, cropping, retouching, editing, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media for the purposes of the the Organiser's business on its website, social media or in any marketing campaign, without payment to the entrant of royalties or compensation. If requested by the the Organiser, Entrants agree to sign any further documentation required by the Organiser to give effect to this clause;

(ii) consent to the Organiser dealing with their entry content in any way that may otherwise infringe the entrants moral rights, and agree not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Organiser or its assigns, licensees or successors;

(iii) consent to the Organiser using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without

remuneration or compensation for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Organiser and

(iv) each entrant acknowledges that this promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. In participating in this promotion, entrants are providing information to the Organiser and not to Instagram or Facebook. To the extent permitted by law, each entrant releases Instagram or Facebook from any and all liability in relation to this promotion.