

PayPal Win a Style Spree Competition Terms & Conditions:

These terms and conditions (**Terms and Conditions**) constitute your agreement with PayPal Australia Pty Ltd (ABN 93 111 195 389) (**Promoter**) in relation to your participation in the PayPal Win a Style Spree competition (**Competition**). By entering, you are deemed to have read, accepted and agreed to be bound by these Terms and Conditions. This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram or any third parties including any PayPal merchants. You understand that you are providing your information to the Promoter and not to Facebook or Instagram.

1. **COMPETITION PERIOD:** The Competition begins at 9:00 AM Australian Eastern Standard Time (**AEST**) on Tuesday 1st March 2022 and ends at 11:59 PM AEST on 11:59pm Monday 28th March 2022 (**Competition Period**).

2. **ELIGIBILITY:** To be eligible, you must be (a) a legal resident of Australia aged eighteen (18) years or over, and not be an employee or contractor, or immediate family member of an employee or contractor, of the Promoter, its related parties, or any third parties associated with this Competition (b) have a valid and active Australian personal PayPal account in good standing (for example, it is not restricted or limited in any way, and does not have a negative balance). By entering this Competition, the contestants agree to abide by the decisions of the Promoter and its nominated judges, which shall be final and binding on all matters relating to this Competition. You may submit as many entries to the competition as you wish, however you are only eligible to win once under the entire Competition.

3. **HOW TO ENTER:** To enter the Competition, contestants must (a) have purchased a fashion or beauty item via PayPal or PayPal Pay in 4 between 1 February – March 28 (**PayPal Purchase**) and (b) upload an Instagram or Facebook Newsfeed post or Instagram story sharing their most creative picture or video of their new look featuring the PayPal Purchase. For a post to be an eligible entry, contestants must be:

- (a) following @PayPalAU on Instagram; and
- (b) tagging, @PayPalAU handle in their entry post; and
- (c) stating what you love about your new purchase in the entry post;
- (d) using the hashtag #PayPalMFF in their entry post; and
- (e) uploading the post within the relevant weekly due date set out below.

Starting from Monday 1st March 2022, there will be 4 winners announced weekly over the course of 4 weeks, totalling 16 winners. Entry due date for each round set out below:

To be eligible for “Week 1” of the Competition: entry posts must be uploaded between 9.00am Tuesday 1st March 2022 and 11:59pm Monday 7th March 2022.

To be eligible for “Week 2” of the Competition: entry posts must be uploaded between 12.00am Tuesday 8th March 2022 and 11:59pm Monday 14th March 2022.

To be eligible for “Week 3” of the Competition: entry posts must be uploaded between 12.00am Tuesday 15th March 2022 and 11:59pm Monday 21st March, 2021.

To be eligible for “Week 4” of the Competition: entry posts must be uploaded between 12.00am Tuesday 22nd March 2022 and 11:59pm Monday 28th March 2022.

Weekly winners who submitted eligible entry posts during the above relevant week will be selected and announced following the judging and notification process set out in section 5 below.

4. JUDGING CRITERIA

Entries will be judged by a panel of PayPal Australia employees against the following criteria

- (a) Overall quality of the photo, clarity, colour, lighting, exposure and focus, composition
- (b) Clarity of participant's expression of why they chose their item/s
- (c) Style, creativity, and originality
- (d) Humour
- (e) Audience appeal including the amount of social engagement with the image
- (f) Adherence to competition theme

5. PRIZES AND ANNOUNCEMENT

- (a) There are a total of 16 prizes to be awarded as part of the Competition, comprising 4 awards every week for 4 consecutive weeks, each award being AUD\$1000 PayPal shopping voucher that can be used as discounts on your next eligible purchase(s) when you check out using your PayPal account. Additional terms for using PayPal shopping voucher will apply (please see below for further details).
- (b) If you win, you will be notified via direct message on Instagram or Facebook and asked to accept the prize by submitting the email address linked to your PayPal account, your full name, and contact telephone number by replying to the direct message. Your PayPal Account will be used to verify eligibility of your PayPal Purchase and once verified by PayPal that the purchase and the entry posts are eligible, an AUD\$1000 PayPal shopping voucher will be surfaced within your PayPal account in 3-5 business days.
- (c) Prize winners must accept (as outlined in 5(b) above) the prize offered within 36 hours of receipt of the direct message on Instagram or Facebook. Should a winner not accept the prize by submitting their contact details and email address linked to their PayPal account, as requested, or if the submitted details are insufficient for the Promoter to send the prize to them, they are deemed to have forfeited the prize and the Promoter reserves the right to select and announce an alternate winner for the prize in the same manner as set out in clause 5(b) above.
- (d) Prizes must be taken as offered. Each prize or any unused portion of it is not exchangeable. The prize cannot be used in conjunction with any other offer and cannot be redeemed or withdrawn as cash. PayPal shopping voucher is separate to and different than a typical PayPal account balance; it cannot be transferred to other PayPal users or outside of PayPal account, or combined with any other offer or promotional code. Your use of the PayPal shopping voucher is subject to the PayPal user agreement.
- (e) In the event that a prize or part of a prize is unavailable, the Promoter reserves the right to substitute the prize in its discretion with an alternative prize of equal or greater value than the original prize.
- (f) No compensation will be payable if a winner (or the eventual recipient of the prize) is unable to use any element of a prize for whatever reason. To the extent permitted by applicable law, the Promoter makes no warranties of any kind in relation to this Competition or any prizes, including but not limited to any warranty as to (i) the delivery of the prize by a certain time (ii) or the prize winner's ability or inability to access and/or use the prize. Any part of a prize that is not accepted for any reason is forfeited and will not be substituted. These Terms and Conditions will not be read or applied purport to exclude, restrict or modify all or any of the provisions of the Australian Consumer Law or any other law which cannot be excluded, restricted or modified. Without prejudice to any of the foregoing, if the Promoter incurs a liability to any person under such non-excludable law, the liability of the Promoter is so as to limited to the supply of equivalent cash amount, goods or services, or the payment of the costs of supplying equivalent cash amount, goods or services.
- (g) The winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the winner. For the avoidance of doubt, the winner is solely

responsible for all costs incurred in relation to the enjoyment of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers.

(h) The Promoter is not responsible for any costs incurred by contestants associated with entering the Competition including any purchases required to enter the Competition.

(i) The Promoter is not responsible or liable for any loss or damages incurred by any party if any prize is unavailable.

(j) All entries are deemed to be received at the time of receipt by the Promoter not time of transmission by the contestants. The Promoter is not responsible for any entries not received by the Promoter or for any delays in the delivery of any entries.

(k) The Promoter reserves the right, at any time, to verify the validity of entries and contestants (including age, residence, or identity) and to disqualify any contestants, in its sole discretion, who submits an entry that is not in accordance with these Terms and Conditions, contains inappropriate or offensive content, or who tampers with the entry process.

(l) Errors and omissions may 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. To avoid doubt, without limiting the Promoter's rights in any way, the Promoter will have no liability to any winner if the winner fails to claim the prize for any reason, if the winner has provided any incorrect or outdated information (including contact details), or if the winner is otherwise unable to enjoy the benefit of the prize for any reason beyond the control of the Promoter.

(m) If for any reason, the promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, including to cancel, terminate, modify or suspend the Competition subject to any direction given under the relevant state/territory permit regulations.

(n)(n) Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and related bodies corporate as defined by the Corporations Act 2001(Cth)) exclude all liability (including negligence) for any personal injury or death, or any loss (including loss of opportunity or any consequential loss), or damage (including damage to property) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to:

(i) any variation or cancellation of the advertising and subsequent unavailability of the prizes;

(ii) any technical difficulties, technical error or equipment malfunction (whether or not under the Promoter's control);

(iii) any error, omission, interruption, deletion, delay, defect, theft, unauthorised access or third party interference;

(iv) any entry or prize claim 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;

(v) any variation in prize value to that stated in these Terms and Conditions;

(vi) any tax liability incurred by a winner or contestant. To avoid doubt, any tax payable in connection with any prizes is the sole responsibility of the prize winner;

(vii) any failure for the prize to be delivered by a certain time; or

(viii) any use of, or inability to use or enjoy a prize.

(o) These Terms and Conditions are governed by the laws of New South Wales.

(p) The use and collection of your personal information to administer this promotion is in accordance with the Promoter's Privacy Statement, available here: <https://www.paypal.com/au/webapps/mpp/ua/privacy-full>.

(q) You consent to your full name, Facebook and Instagram account names being published on Promoter's Facebook page, Instagram, and / or other social media platforms.

(r) PayPal does not condone discrimination, racism or any other engagement that results in the harm of another person. PayPal reserves the right to report, remove and block anyone who takes part in such engagement.

6. **JUDGING:** A judging panel ("**Judges**") will judge all eligible entries received to determine the eligible winners. Entries will be judged based solely on the **Judging Criteria** under clause 4. In the event of a tie, the Judges will select a winner at their discretion among the tied entries. Decisions of the Promoter and Judges are final and binding, without right of appeal, in all matters relating to the Judging and the Competition generally.

7. **LICENSE TO USE:** By entering, all contestants and any subsequent prize winners grant to Promoter an irrevocable, perpetual, royalty-free, transferable license of unlimited right, title and interest in and to his/her entry and all material created as part of participating in creation of advertising material as part of the prizes awarded in this content, including, but not limited to, all copyright and trade mark rights therein and thereto and all renewals and extensions thereof, throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or hereafter devised.

8. The PayPal service is provided by PayPal Australia Pty Limited (ABN 93 111 195 389) which holds an Australian Financial Services Licence number 304962. Any information provided is general only and does not take into account your objectives, financial situation or needs. Before deciding to sign-up for or use the PayPal service you should consider the relevant User Agreement and Combined Financial Services Guide and Product Disclosure Statement, available at www.paypal.com.au. PayPal Pay in 4 is provided by PayPal Credit Pty Limited (ABN 66 600 629 258) and subject to PayPal account status, eligibility and transaction value (\$30-\$1,500). Exclusions apply. Credit approval required and use may affect credit report. See [full terms](#) for details. To review the Target Market Determination, see website.

9. **PAYPAL SHOPPING VOUCHERS TERMS:** For the winners, the PayPal Shopping voucher will be automatically applied the first time you check out with PayPal using your valid PayPal account during the redemption period as notified to you (**Redemption Period**). The PayPal Shopping voucher must be used during the Redemption Period, after which the PayPal Shopping voucher will expire. The PayPal Shopping voucher cannot be used for (1) send/receive money transactions (including those marked as a "Goods and Services" payments), (2) charitable donations, (3) purchases made using PayPal.me; (4) PayPal Rewards Card purchases made using the card directly and not through your PayPal account, (5) PayPal transaction fees, or (6) transactions made in any other currency beyond AUD. PayPal Shopping voucher will be viewable in the "Offers" section of your PayPal account, and must be redeemed during the set Redemption Period and may only be redeemed as described in these terms & conditions. Use of the PayPal Shopping voucher will be reflected on your PayPal receipt and/or in the transaction details of your account.

Please note that redemptions of the PayPal Shopping voucher are final, will not be returned, and are subject to review and verification. Such reward has no cash value and cannot be redeemed for cash or transferred out of the PayPal account, except in PayPal's sole discretion. If item(s) purchased using a reward are returned and the redemption period has expired, PayPal will first refund the money spent to the payment method used to complete the purchase, and purchase amount in excess of the money spent (i.e. the value of the Reward will not be refunded). If the

redemption period has not expired, the value of the reward will be returned to the Offers section of your PayPal account and will be available for next eligible purchase. PayPal may provide an alternate reward of equal value if it is unable for any reason to fulfil the reward.

10. **CONTACT US:** If you have any query or complaint in relation to the Competition, or in relation to any of your personal information which you have provided us, you should contact the Promoter using the following details: email to paypal@edelman.com.