

# PayPal May 2020 It Pays To Keep Your Distance Competition

PAYPAL·THURSDAY, MAY, 07, 2020, READING TIME: 8 MINUTES

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 It Pays To Keep Your Distance competition*

(**Competition**). The Competition is administered in conjunction with Edelman Australia. 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 Instagram. You understand that you are providing your information to the Promoter and not to Instagram.

**1. COMPETITION PERIOD:** The Competition begins at 10:00 AM Australian Eastern Standard Time (**AEST**) on Thursday 07 May 2020 and ends at 12:00 PM AEST on Tuesday 2 June 2020 (**Competition Period**). Each new theme starts at 12:00am on Thursday morning and runs until 11:59pm on Tuesday night for the duration of the competition.

**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 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 are only eligible for one entry into the Competition.

**3. HOW TO ENTER:** Go to <http://www.instagram.com/PayPalAU> and visit the post shared on Thursday 07 May, 2020 regarding the It Pays To Keep Your Distance Competition, then find the Instagram post from @PayPalAU that describes the "PayPalisoparty" theme for the current week. To enter the Competition, contestants

are asked to upload an Instagram Newsfeed post or Instagram story containing a picture of themselves and their friends, colleagues or family having a virtual party online, and tag both @PayPalAU and #PayPalisoParty. Your entry can be centred either around the week's theme or a birthday party, anniversary party or baby shower. Starting from the commencement of the Competition Period, there will be, in total, 4 "isoparty" themes, and therefore 4 rounds of competitions. Please refer to "Prizes and Announcements" for further prize information.

#### **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 participants expression
- (c) Creativity and originality
- (d) Humour
- (e) Audience appeal including the amount of social engagement with the image

#### **5. PRIZES AND ANNOUNCEMENT**

(a) There are in total 24 prizes to be awarded as part of the Competition, comprising 6 awards weekly for 4 weeks, each award being AUD\$500 deposited into the PayPal account of the eligible winner.

(b) If you win, you will be notified via direct message on Instagram and asked to accept the prize by submitting the email address linked to your PayPal account as well as your contact details (including your full name and email address) through a reply to the direct message on Instagram. You will then receive the prize funds into your PayPal balance in 3-5 business days. Note when you add money to your PayPal account or receive money for the first time, you may be required to verify your identity through PayPal's Customer Identification Program. If your identity can't be verified, you may not be able to access funds.

(c) Prize winners must accept (as outlined above) the prize offered within 24 hours of being notified via the direct message on Instagram. Should a winner not accept the prize by submitting their contact details and the email address linked to your PayPal account, as requested, or the submitted details are insufficient for the Promoter to send the prize to you, you 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 and cannot be redeemed as cash. The prize cannot be used in conjunction with any other offer.

(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 to or greater than the recommended retail value of the original prize.

(f) No compensation will be payable if a winner (or the eventual recipient of the prize) are 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) whether the prize is fit for purpose (ii) the quality of the prize (iii) or the delivery of the prize by a certain time. (iv) or the prize winner's ability or inability to use the prize. Any part of a prize that is not taken for any reason is forfeited and will not be substituted. These Terms and Conditions will not be read or applied so as to 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 limited to the supply of equivalent goods or services, or the payment of the costs of supplying equivalent 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 (including but not limited to, accommodations, travel and other expenses). Prize is subject to the standard terms and conditions of individual prize and service providers.

(h) The Promoter is not responsible for any costs associated with entering 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 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 and/or disqualify any individual.

(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) All entries become the property of the Promoter. The use and collection of your personal information to administer this promotion is in accordance with the

Promoter's Privacy Policy, available here:

<https://www.paypal.com/au/webapps/mpp/ua/privacy-full>.

(q) You consent to your name 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.

5. **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.

6. **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.

7. 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](http://www.paypal.com.au)

**8. 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](mailto:paypal@edelman.com)