

## **Linktree T&Cs - QR Code competition**

### **Terms and Conditions**

1. The Promoter is Bolster Creative Pty Ltd (ABN 608721562) of 37 Islington St, Collingwood, Vic, 3066 (in Australia).
2. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
3. Entry is only open to Linktree users aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, prize suppliers, participating retailers and agencies associated with this promotion are ineligible to enter. 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 first cousin.
5. Promotion commences at 12:00 pm Aus Eastern Standard Time ("AEDT") on 27/08/2020 and closes at 12:00 pm Aus Eastern Standard Time ("AEDT") on 04/09/2020 ("Promotional Period").
6. To enter, individuals must undertake all of the following steps as outlined in the promotional period.
7. Prize on offer: Two (2) winners will each receive 1 x Linktree PRO forever free coupon.
  - Entrants must be over 18 years of age to qualify.
  - Entrants will also be required to post a piece of artwork featuring their Linktree QR code to the hashtag #LinktreeQRcodes on Tik Tok, Instagram or Twitter.
  - The Promoter will select a total of two (2) winners that they feel are the most creative responses.
  - The judge's decision is final and no further correspondence will be entered into.
  - Winners will be selected by Linktree at 4pm on Monday 7 September 2020 (AEDT).
  - Winners will be notified via email and/or mobile by 5pm on Tuesday 8 September 2020 (AEDT).
  - The competition is in no way sponsored, endorsed or administered by, or associated with Twitter, Tik Tok or Instagram.

### **General Competition Terms and Conditions**

8. 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 individual who the Promoter has reason to believe has breached any of these 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 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.

9. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. Incomplete or indecipherable entries will be deemed invalid.
11. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. For the purposes of these Terms and Conditions content requirements, "entry content", includes any content (including text, photos, videos) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the competition. The Promoter may, in their absolute discretion and with reference to Clause 11, edit, modify, delete, remove or take-down any part of an entrant's entry.
12. An entrant's submission must not include:
  - a. any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
  - b. any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
  - c. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Terms and Conditions. The Promoter reserves the right to disqualify a winner if they become aware that the winner and/or the winner's entry is of a type described in this clause.
13. Entrants may enter as many times as they like but only one prize will be awarded per person.
14. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit. All entries must be an independent creation by the entrant and free of any claims that they infringe any third-party rights. Entries must not have been published previously and/or have been used to win prizes in any other competitions.

15. The Promoter's decision is final and the Promoter will not enter into correspondence, or negotiation, regarding the competition result or any other decisions the Promoter makes in connection with the competition.
16. The prizes will be awarded to two (2) persons in total.
17. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter through Instagram.
18. Should a prize remain unclaimed after 12 hours from contact being made by email and/or mobile number, the promoter will award the prize to the next entrant that was selected at the time of judging. The winner of the unclaimed prize draw will be notified by email and/or mobile number within 36 hours of being selected.
19. The Promoter reserves the right to change or substitute any of the prizes due to availability of product, with similar products of an equal or greater value.
20. Independent financial advice should be sought with regards to any tax implications that may arise as a result of accepting the prize.
21. Prizes cannot be transferred, exchanged or redeemed for cash.
22. It is a condition of accepting any prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
23. All entrants agree that if they win a prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion of the Promoter.
24. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by the entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any delay in delivery of prizes.
25. The Promoter reserves the right to rescind the prize if an entrant who claims to be a prize winner is unable to satisfy these Terms and Conditions.
26. Linktree shall have the continuing right after any expiration or termination of these terms & conditions to use any of the materials created during the Contract Period that contain any Publicity Rights solely for internal (i.e., non-public) historical or archival purposes only.
27. Each entrant hereby assigns to the Promoter all right, title and interest in, and to all copyright and all moral rights in, any material created or otherwise submitted to the Promoter in connection with that entrant's entry or participation in any aspect of the prize (Works). Each entrant warrants that the Promoter is free to use the Works (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all) and to exercise its rights in relation thereto, and neither the entrant nor any third party will be entitled to any fee for such use.
28. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these Terms and Conditions, including but not limited to

vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions.