

## Optus Inspiration Grants Program

### Terms and Conditions

<b>Promoter</b>	Optus Administration Pty Ltd (ABN 79 055 136 804), 1 Lyonpark Road, Macquarie Park NSW 2113.
<b>Grants Program Period</b>	9:01 am (AEST) 06/07/2023 to 11:59 pm (AEST) 20/08/2023
<b>Who can apply?</b>	<p>Only Australian residents who are:</p> <ul style="list-style-type: none"> <li>(a) aged between 13 -19 years old;</li> <li>(b) willing to use the grant within the next 12 months from when the grant has been given for the purpose of realising the intended inspiration noted on the application for the grant;</li> <li>(c) willing to be interviewed by the Promoter at any time after the end of the Grants Program regarding the use of the grant.</li> </ul> <p>If you are under 18, you must get permission from your parent/guardian before you apply and if you will be under 18 on the date the grant is awarded, it will be awarded to your parent or guardian. By approving your participation or by accepting the grant on your behalf, your parent or guardian accepts these conditions.</p> <p>The Promoter reserves the right to require an applicant to provide proof of age at the time they are notified as being a Successful Applicant.</p>
<b>Website</b>	<a href="http://www.optus.com.au/grants">www.optus.com.au/grants</a>
<b>Application instructions</b>	<p>You must, during the Grants Program Period:</p> <ul style="list-style-type: none"> <li>(a) visit the website; and</li> <li>(b) fill out and submit the online application form including by telling us in 100 words or less 'What future goal are you inspired to say yes to, and how would this grant help you achieve this goal?' and provide any other required information.</li> </ul> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an application.</p>
<b>How many grants will be awarded and how will applicants be chosen?</b>	<p>All applications will be reviewed and judged by the Promoter (or a panel of judges nominated by the Promoter) based on inspiration and brand suitability. The Promoter reserves the right to shortlist and publicly announce applications during the judging process.</p> <p>The 64 eligible applications judged to be the most inspired and in line with the Promoter's brand will each receive a grant.</p> <p>The Promoter may judge additional reserve applications and record them in order, in case a chosen application/applicant is deemed invalid or a grant is unclaimed (<b>Reserve Applicants</b>).</p>
<b>What can I be awarded?</b>	<p>There are 64 grants available to be awarded as part of the Grants Program, each grant being \$3,000 for the Successful Applicant to put towards their goal of achieving their inspiration in the 12 months from when the grant has been awarded. Grants will be provided by way of EFT.</p> <p>As part of accepting the grant, you agree to be contacted at a later date by Optus to take part in an interview (on a date to be agreed between you and Optus) regarding how you used the grant towards your goal.</p>
<b>Total grant pool</b>	The total grant pool is \$192,000.
<b>How many times can I apply?</b>	You can only apply once during the Grants Program Period.
<b>How and when will the Successful Applicants be informed?</b>	Successful Applicants will be notified by phone and in writing by email within fifteen business days of determination.

<b>Unclaimed grant/s</b>	<p><b>Grant claim date:</b> 5pm (AEST) on 11/09/2023.</p> <p>If a grant has not been accepted or claimed by the grant claim date above or if, after making reasonable attempts, the Promoter can't contact a Successful Applicant (or a Successful Applicant does not contact the Promoter) by the grant claim date above, or the Successful Applicant is not able to provide proof of age upon request, the relevant application will be discarded and the Promoter will re-award the relevant grant/s to Reserve Entrant/s and/or withdraw the grant as unawarded.</p>
<b>Collection and use of your personal information</b>	<p><b>If you are under the age of 15, you must give this privacy clause to your parent or guardian and get their permission for you to apply.</b></p> <p>By taking part in this Grants Program, you acknowledge the Promoter may ask you to take part in some publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter collects personal information about you in order to conduct and manage this Grants Program, including for the purpose of notifying and publishing Successful Applicants' names. If the personal information requested is not provided, you may not be able to participate in this Grants Program. The Promoter will require Successful Applicants to provide bank details for the purpose of paying the grants.</p> <p>The Promoter may disclose your personal information to third parties including its related bodies corporate, contractors and agents, suppliers and service providers that assist in conducting and managing this Grants Program. Your personal information may be disclosed to an entity located outside of Australia, in accordance with the Promoter's privacy policy.</p> <p>The Promoter's Privacy Policy, located at <a href="http://www.optus.com.au/about/legal/privacy">www.optus.com.au/about/legal/privacy</a> contains information about:</p> <ul style="list-style-type: none"> <li>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</li> <li>(a) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</li> </ul> <p>By taking part in this Grants Program, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the <i>Spam Act 2003</i> (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the <i>Spam Regulations 2021</i> (Cth). By applying, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this Grants Program.</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about grants and how to apply forms part of these Terms and Conditions. By applying for an Optus Inspiration Grant, you accept and agree to comply with these Terms and Conditions.

### Applications

- 2 Your application must be received during the Grants Program Period and will be deemed to be received only when received by the Promoter. Where relevant, submitted application forms are the Promoter's property. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with applying. If you apply using automatically generated applications or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
- 3 Your application must be your original work and not copied (including if relevant your worded response/statement) and your goal must be genuine.
- 4 The Promoter may copy and amend your application (including the statement) and may use (or allow others to use) your application and any rights in relation to your application, to publicise this Grants Program or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish all or any part of your application or any amended version of it. The Promoter may also decide not to publish an application, to cease publication of an application, or to publish an edited application.
- 5 You warrant that your application does not breach any third party rights (for example, intellectual property rights) and its use by the Promoter or any other person will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any

privacy law). Your application must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive).

- 6 You must not include any other person in your application unless they have consented to you submitting it in this Grants Program. You must ensure your application does not contain any virus, malware or other malicious or inappropriate computer code or material.

#### **Grants**

- 7 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a grant.

#### **General**

- 8 You must not:
- (a) tamper with the application process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the application process);
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the Grants Program;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Grants Program;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 9 The Promoter is not liable for applications, grant claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward application forms for inclusion in the Grants Program, where relevant.
- 10 If any dispute arises between you and the Promoter concerning the conduct of this Grants Program or claiming a grant, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this Grants Program is final.
- 11 Grants cannot be transferred or exchanged (except to a parent or guardian as stipulated in these terms and conditions) .
- 12 If this Grants Program cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the Grants Program or disqualify affected applications/applicants.
- 13 The Promoter is not responsible for any tax implications arising from you receiving a grant. You should seek independent financial advice.

#### **Liability**

- 14 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 15 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this Grants Program are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this Grants Program or the use of any grant, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 16 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this Grants Program are not liable for any loss of, damage to or delay in payment of grant/s. Unless otherwise specified, grant/s will only be paid in Australia.
- 17 This Grants Program is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.