

Terms and Conditions for Game of Chance

Promoter 86 400 Pty Limited ABN 13 621 804 813 whose principal place of business is 2 Carrington Street, Sydney NSW 2000

Competition Instagram ubank Festival Fit Competition

Eligible Entrant(s) To enter the Competition, Eligible Entrants must:

- be an Australian resident, 18 years and over
- have a valid email address, an Australian residential address and an Australian mobile phone number during the Competition Period.

A person will not be considered an Eligible Entrant if they satisfy any of the Exclusions set out below.

Exclusions Employees and contractors of the agencies or companies associated with the competition.

Employees and contractors of the Promoter and any affiliated entities.

Competition Period The Competition Period starts Monday 18 December 2024 at 10am Sydney time and closes on Tuesday 26 December 2023 at 11pm Sydney time, and will otherwise run and close at the discretion of the Promoter.

How to enter the competition (“Entry Requirements”)? To enter the Competition and receive one (1) entry during the Competition Period, the Entrant must:

- Be an Eligible Entrant; and
- Follow the Instagram page: ubank for the duration of the Competition Period; and
- Comment on the designated ubank Competition Post tagging another valid Instagram account in the comments; and
- Not remove their comment on the ubank Competition Post until 48 hours after the end of the Competition Period.

Incomplete or illegible entries will be deemed invalid.

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| Competition Post | The ubank Competition Post will be posted on Instagram by ubank on Monday 18 December 2023. |
| Limit | No limit, Eligible Entrants can participate as many times as they like and will receive one entry for each entry that satisfies each of the Entry Requirements. |
| What is the applicable State or Territory (the “Applicable State/s”)? | Australia wide. |
| Judging Criteria | One (1) winner will be selected at random from the Instagram post using a random electronic draw system. |
| Prize Determination | Between 2pm and 5pm Sydney time on Wednesday 27 December 2023. |
| Unclaimed Prize | Between 9am and 12:01pm Sydney time on Friday 29 December 2023. |
| Notification | <p>By public comment on the Competition Post, by 5pm Sydney time, Wednesday, 27 December 2023.</p> <p>If Unclaimed Prize Determination is required, by public comment on the Competition Post, by 5pm Sydney time on Friday 29 December 2023.</p> |
| Claim Period | 48 hours of notification. The winner(s) must reply back to the Promotor by Direct Message on Instagram acknowledging their selection as a winner and provide the requested contact information for prize fulfillment. |
| Prize | <p>The Prize is:</p> <ul style="list-style-type: none"> · two (2) x limited edition fashion packs designed by Jordan Gogos. Each limited edition fashion pack includes a t-shirt, scarf and shirt valued at \$665 per pack; and · two (2) x \$500 digital Prepaid Visa Gift Cards from The Card Network. The Card is a prepaid Visa card that can be used for purchasing goods and services where prepaid Visa cards are accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions). |

How is the prize to be claimed?

The Prize will be sent to the winner as follows:

- the 2 fashion packs will be mailed to the winner's nominated postal address; and
- the digital Prepaid Visa Gift Cards will be emailed to the Winner's nominated email address.

Total Prize Pool

Up to \$2,330 (incl GST) (RRP)

What is the permit number?

Authorised under NSW Authority No. TP/02273.

Prize Conditions

In order to receive the Prize, the Winner agrees with these Terms and Conditions in this table and below, the Winner agrees to a winning announcement being posted by public comment on the Competition Post.

The winner must reply back to the Promoter by DM and provide the requested information for prize fulfillment within the Claim Period.

Collection of information

The Promoter, including any associated entity of the Promoter, will use your name, contact details and other information you provide for purposes related to running and administering the competition.

Information about ubank's personal information handling practices and about how to make a privacy-related enquiry or complaint is set out in the ubank privacy policy (available at www.ubank.com.au and on request).

1. General

- 1.1 The promoter of the Competition is the Promoter.
- 1.2 By entering this Competition, Eligible Entrants agree to be bound by these Terms and Conditions. Information on how to enter and prizes form part of these Terms and Conditions.

2. Eligibility

- 2.1 Entry is open only to the Eligible Entrants, excluding the Exclusions.

2.2 This Competition will be conducted during the Competition Period. Entries must be received by the Promoter during the Competition Period. Entries received after the Competition Period will not count towards the Competition. The Promoter is not responsible for any late, lost or misdirected entries.

3. Entry

3.1 To enter this Competition, Eligible Entrants must complete the Entry Requirements, subject to any Limit.

3.2 Entry to this Competition is free.

3.3 Eligible Entrants must personally and manually submit an Entry using an internet browser. The Promoter reserves the right to reject an Entry if it reasonably forms the opinion that an Entry has been created and/or submitted using automated entry means or a computer entry service.

3.4 To be eligible to win a prize in this Competition, an Entry must not:

- (a) infringe the intellectual property or other rights of a third party;
- (b) be incomplete; or
- (c) be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise contain content which, in the Promoter's sole discretion, is inappropriate or objectionable.
 - The Promoter reserves the right to verify the validity of an Entry and to disqualify an Eligible entry.
 - Entrants for tampering with the entry process or for submitting an Entry that does not, in the Promoter's sole discretion, comply with these Terms and Conditions.

3.5 All Entries become the property of the Promoter. Each entry must be the entrant's original work and entrants agree that the Promoter may make copies of or publish their entry in any form or media. Entrants warrant that their entry is not, and its use by the Promoter will not be, in breach of any person's intellectual property rights or any other rights.

4. Judging

All entries which satisfy the Entry Requirements received during the Competition Period will be entered into the draw and the winner will be drawn at the Prize Determination set out in the Schedule.

4.1 Where there is a multiple Number of Draws, the first valid entry randomly drawn will win the first Prize and subsequent Prizes will be drawn.

5. Winner

5.1 The Winner will be notified in accordance with the Notification.

5.2 The Winner must claim the Prize within the Claim Period. The Promoter will not be responsible for any delay, loss or damage to the Prize once it has left the Promoter's or supplier's premises.

- 5.3 If the Winner is unable to comply with these Terms and Conditions and/or does not claim the Prize within the Claim Period, the Promoter reserves the right to award the Prize to the Entrant with the next best Entry (Unclaimed Prize Winner), as determined by the judges at the Unclaimed Prize Determination.
- 5.4 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. The Promoter reserves the rights not to deliver the Prize to a Winner where delivering/providing a prize to the Winner would cause the Promoter to breach or likely to breach of any Australian law
- 5.5 If the Prize remains undeliverable to the Winner after 3 months of the Notification (including any unclaimed prize notification if applicable), an unclaimed prize determination will be held at the same place and time as the original Prize Determination. Where the Prize is no longer available, the new winner will receive a Prize determined by the Promoter of equal or higher value, subject to State regulation.
- 5.6 In consideration for awarding a Prize to a winner, winners agree to participate in any promotional activity regarding winning the Prize and consent to their name and image being used in promotional material with out payment.
- 5.7 The personal information entrants provide will be used by the Promotor, and may be disclosed to its agents, solely to conduct the competition and distribute the Prize. For more information about ubank's privacy practices, including how to request access personal information held by it and/or request that it be corrected, view ubank's Privacy Policy at (available at www.ubank.com.au and on request).

6 Prize

- 6.1 The prize consists of the Prize, valued at the Total Prize Pool.
- (a) The Winner's use of the Prize is subject to the Prize Conditions; and
- (b) additional terms and conditions imposed by the supplier(s) of the Prize (if any), with which the Winner must comply.
- 6.2 The Prize is not transferable and not redeemable for cash or other goods or services. The Prize must be taken as a whole and as stated in these Terms and Conditions. No alternative will be provided, unless otherwise specified, and no compensation will be payable if the Winner(s) are unable to use the Prize as such.
- 6.3 The value of the Prize is the recommended retail price as provided by the supplier (inclusive of GST) and is correct as at the start of the Competition.
- 6.4 If the Prize becomes unavailable for any reason, the Promoter, in its sole discretion, reserves the right to substitute the Prize with a prize of equal or greater value and/or specification.
- 6.5 The Promotor accepts no responsibility for the tax implications of Prize winnings. Winners should obtain independent tax advice to determine how this may affect their circumstances.

7. Disputes

These Terms and Conditions are governed by the laws of New South Wales, Australia. In case of a dispute, the courts of New South Wales, Australia will have non-exclusive jurisdiction.

8. Risk and liability

- 8.1 To the fullest extent permitted by law, the Winner participates in this Competition, and uses the Prize, at his or her own risk.
- 8.2 The Promoter does not warrant and makes no representations that any Prize will be fit for any purpose or will be of merchantable quality. If liability under any terms implied at law cannot be excluded, the liability of the Promoter and its associated agencies is limited to the re-supply of the Prize or the cost of its re-supply.
- 8.3 To the fullest extent permitted by law, the Promoter, its related bodies corporate and the suppliers, agencies and other companies involved in this Competition assume no responsibility for any error, omission, interruption, defect, delay in operation or transmission, or loss or damage to data.
- 8.4 If this Competition is not capable of running as planned for any reason (including as a result of technical failures, fraud or causes beyond the Promoter's control), the Promoter may, in its sole discretion, cancel, suspend or change the Competition and re-commence it on similar terms, subject to any directions by regulatory authorities.
- 8.4 To the fullest extent permitted by law, the Promoter, its related bodies corporate and their respective officers, directors, employees and agents exclude liability for all loss (including loss of data, unauthorised access to data and consequential loss), damage, expenses, death or personal injury suffered or incurred arising out of, or in connection with, this Competition (including in relation to the Winner's participation in this Competition and use of the Prize)

9. Instagram & Other Rules

- 9.1 Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with Instagram Rules, which can be found at <https://www.facebook.com/help/instagram/581066165581870>
- 9.2 This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions.
- 9.3 Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
- 9.4 This promotion is in no way sponsored, endorsed or administered by Visa or The Card Network.