

Corporate #HeartHero TERMS AND CONDITIONS - Individual Competition

1. Information on how to enter and prizes form part of these Conditions of Entry. Registration for and/or participation in this competition is deemed acceptance of these Conditions of Entry. Acceptance of these Conditions of Entry is a condition of entry to this competition.

2. For the avoidance of doubt, this is a game of skill and chance plays no part in determining the winners.

3. Entry to this competition commences on Friday 5 2019 9am and closes on Friday 15 November 2019 AEDT. Entry to this competition is open to human Australian residents. Employees of the Promoter and the Promoter's suppliers and agencies associated with this Promotion (and those employees' immediate families) are ineligible.

5. Business owners and employees are able to nominate their current place of work or a workplace which has no connection to them.

6. There are two parts to entry: To enter the competition, entrants (The Entrant) must visit the Australian Hearts website (<http://www.austalianhearts.com.au/corporatehero/> (Promotion Website), nominate a company (The Nominee) which has a defibrillator publically available at their business address and explain why it is important to them that businesses have defibs in 200 words or less, fill in the entry form online and submit it to the Australian Hearts website.

7. Once entered in the competition, nominee must accept the T&Cs and:

a. Like <http://www.facebook.com/australianhearts>

b. Take a photo of the defibrillator on the premise of the nominated company (The Nominee), upload it to Facebook and tag with #CorporateHeartHero.

c. Share the photo on Facebook by sharing it to @australianhearts

Videos must be no longer than 10 seconds long and must be capable of linking with or appearing on Facebook or Instagram.

8. Entrants may tag a photograph or video of their #AussieHeartHero on the behalf of the Nominee and must have the approval of the #AussieHeartHero nominee. Entrants must own the copyright of any photograph or video uploaded or otherwise be entitled to use the photograph and video in this way. An eligible #AussieHeartHero may only be entered once for the competition.

9. To nominate a business, the entrant must not trespass onto their nominees property without consent.

10. Entrants warrant and agree that, without limitation:

a. they will not submit any material (including without limitation, the entry itself, images, answers to questions, posts or comments and whether on the Australian Hearts website or elsewhere in relation to this competition or any entrant or entry) (Content) that is unlawful or fraudulent or that may be in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, politically incorrect, violent, abusive, harassing, threatening, racist, ageist, sexist, objectionable with respect to religion, origin or gender, not suitable for children under 15, or otherwise unsuitable for publication in the context of this competition;

b. they will only submit Content which they have personally created or have the right to submit;

c. their entry will not contain viruses or cause injury or harm to any person or entity;

d. they will comply with these Conditions of Entry and with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems;

e. they have the full authority to grant to the Promoter the rights referred to in these Conditions of Entry; and

f. they will indemnify the Promoter against all costs and claims by third parties arising from a breach these Conditions of Entry.

11. Entrants agree:

1. a. they are fully responsible for the Content which they submit. The Promoter may, in its sole discretion, determine whether an entry will be posted, or remain posted on its websites. The Promoter reserves the right

to vet or remove any Content at any time in its absolute discretion. However, the Promoter is not responsible for any Content uploaded to the site and visitors to the site view it at their own risk. Notwithstanding any decision by the Promoter to post Content on its website, the terms and warranties set out in these Conditions of Entry continue to apply;

2. b. to waive, and hereby do waive, any legal or equitable rights or remedies they have or may have against the Promoter with respect to the entries and Content they submit and their use of the Promotion Website, and agree to indemnify and hold the Promoter, its officers, agents and affiliates harmless to the fullest extent allowed by law regarding all matters related to their use of the site
3. c. to report abuse, harassment, inappropriate content or privacy complaints by visiting admin@australianhearts.com. The Promoter reserves the right to remove any Content from the Promotion Website and invalidate any associated entry without prior notice and for any reason it sees fit in its sole discretion, including if properly notified that such material infringes on another's intellectual property rights.

12. The Promoter reserves the right, at any time, to verify the validity of entries and entrants. Without limitation, entrants agree to provide a copy of the Entered Corporate Heart Hero nominee to the Promoter upon request. The Promoter has the right to invalidate any entry which it considers to be (or may be) in breach of these Conditions of Entry. Promoter's decision in relation to all aspects of the promotion is final and no correspondence will be entered into.

SELECTING WINNERS

13. This is a game of skill and chance plays no part in determining the winners. Each entry which has been shared on Facebook at the time of judging will be individually judged by representatives of the Promoter based on the photograph included with the entry (or video in the case of the video category prize), any additional images that have been provided at the Promoter's request and the potential suitability of the Entered #AussieHeartHero nominee to represent the Promoter in future advertising and promotional campaigns.

ANNOUNCEMENT OF WINNERS

14. Three winners (those chosen by the Promoter) will be announced on Friday 22nd November, 2019 10am AEDT. at the Australian Hearts website. All winners will be notified individually by email using details provided in the entry form. The winners may also be announced in other media, for example, in a television program and entrants consent, in the event that they are a winner, to participate in such reasonable announcements as requested by the Promoter.

WINNERS' PRIZES

15. The winners will receive the following:

One Automated External Defibrillator

16. Prizes will be awarded to the winning entrant. Prizes are not transferable or exchangeable and cannot be taken as cash. All aspects of the prize must be taken together as a package.

17. If for any reason, a winner, or someone on their behalf, is not able to receive the AEDs awarded them:

- a. select one of the other short-listed entrants as an additional winner.

19. If requested by the Promoter, winners and gift recipients will sign a legal disclaimer on reasonable terms determined by the Promoter as a condition of taking any prize or accepting any gift.

20. All entrants consent to the use of their name and any other Content they submit, including the name and photographs of their Entered Corporate Heart Hero company, by the Promoter for an unlimited period and for any purpose including promoting, publicising or marketing the Promotion Website and this competition including any outcome of this competition in any media including at the Australian Hearts website and #AussieHeartHero Facebook page. Without limitation, the Promoter may continue to make the Promotion Website available for viewing by the public after the end of the competition, but will allow entrants to remove their entry after the end of the competition. The Promoter shall ensure that any such use is reasonable and reputable. The

opportunity to participate in the competition and the chance to win a prize constitutes the entire consideration payable by the Promoter in respect of such use.

21. Entrants consent, in the event they are a winner or gift recipient, to Australian Hearts using any photographs or video footage taken at the Corporate Heart Hero campaign for an unlimited period for the purposes of any advertising and promotion of the Promoter and its products. Such advertising and promotion may include, without limitation, use of photographs on product packaging, point of sale materials, catalogues, magazine and newspaper advertising, outdoor advertising, posters and internet advertising. All photographs, videos and any related rights, including without limitation any intellectual property rights, become the property of the Promoter.

22. The prizes and gifts constitute the entire consideration payable by the Promoter in respect of the winners' participation in the Promoter's Corporate Heart Hero campaign and any use (in perpetuity) of photographs entered or images (whether photographic or video) produced, including in subsequent marketing, advertising or promotional materials or campaigns. Without limitation, The Promoter shall have sole discretion in relation to the use or non-use of each submitted #Corporate Heart Hero nominee entered and the selection of images for its marketing, advertising and promotional campaigns. The Promoter also has the unlimited, perpetual right to use such images for internal non-commercial purposes.

23. Prize winners are advised that tax implications may arise from their prize winnings or receipt of a gift and they should seek independent financial advice prior to acceptance of their prize. All taxes (excluding GST) which may be payable as a consequence of receiving the prize are the sole responsibility of the winners.

24. If for any reason this Promotion is not capable of running as planned, including but not limited to tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserve the right in its sole discretion, subject to any written directions given by any relevant authority in each State and Territory, to cancel, terminate, modify or suspend the Promotion.

25. The Promoter may, in its sole discretion, disqualify any entries from, and prohibit further participation in this Promotion by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion or acts in violation of these conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

26. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise.

27. The Promoter and associated agencies and companies (and their officers, employees and agents) will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any prize or gift, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

28. Any change in the value of the prizes occurring between the date of these terms and conditions and the date the prizes are claimed is not the responsibility of the Promoter.

29. All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this competition and, in the case of the winners, in relation to the conduct of the Promoter's campaign shoot and subsequent marketing campaigns. Winners' names will be published if required under the relevant lottery legislation. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988. Entrants can access their personal information by contacting the Promoter Australian Hearts at admin@australianhearts.com.au.

30. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.

31. The Promoter of Australian Hearts, is Burst Your Bubble Pty Ltd t/as Sujet of 9 Castlereagh Street, Sydney, NSW 2000, ABN 50108320458.