

## “SHARE IN \$20,000 OF UBER EATS CREDIT” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Uber Australia Pty Ltd (ABN 49 160 299 865) of Level 8, 1 O'Connell St, Sydney NSW 2000, contact support form [t.uber.com/contact](https://t.uber.com/contact) (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter 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 1<sup>st</sup> cousin.
5. Entries into the promotion open at 12:00am AEDST on 07/10/2019 and closes at 11:59pm AEDST on 07/11/2019 (“**Promotional Period**”).
6. To be eligible to enter, individuals must download the ‘UBER’ rideshare Application (“UBER App”) to their mobile device (if not done so already). The UBER App is available for download (for free) from the App Store or Google Play. Once downloaded, individuals must create an account (if they do not already have one), using the instructions provided within the UBER App. Apple Inc. and Google are not a participant in or sponsor of this promotion.
7. To enter, individuals must then, using the UBER App and the individual’s UBER account, book and complete an UBER trip in full, during the Promotional Period. One (1) entry will be awarded into the draw, for every UBER trip completed in full, during the Promotional Period. Entrants may receive communications from UBER throughout the Promotional Period notifying them of the number of entries they have been awarded in the draw.
8. In addition to the above, the independent contractor providing on-demand transportation and logistics services to riders using the UBER App (“**Driver Partner**”) responsible for the entrant’s trip will also be given a corresponding automatic entry into the draw to be eligible to win the prize as detailed in clause 15 below.
9. Incomplete and unpaid UBER trips will not be counted towards an eligible trip and will be deemed invalid. An entrant’s UBER account must be active and in good standing as at the draw date to be eligible, otherwise trips will be deemed invalid.
10. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 14/11/2019 at 10:00am AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone using the telephone number associated with the winner's UBER account, and in writing within two (2) business days of the draw. The winner's name will be announced online at [www.facebook.com/uber](http://www.facebook.com/uber) from 21/11/2019.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn will win a \$10,000 UBER credit.
15. The Driver Partner named on the first valid entry drawn, referred to in clause 14 above, will also win the prize of a \$10,000 UBER credit.
16. The entrant and Driver Partner named on the winning entry may either claim their prize by acceptance over the phone when they are notified of the prize pursuant to clause 12, or make a Nomination in accordance with clause 20. Once the prize is accepted, the UBER credit will be applied within ten (10) business days to the winning entrant's and Driver Partner's accounts.
17. The UBER credit is valid for 12 months from the date of the draw. An entrant's UBER account must be active and in good standing for the entire 12 months to redeem the UBER credit.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take and/or redeem a prize (or an element of the prize) at or by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. If a winner is not an Australian resident or will not be residing in Australia for 12 months from the date of the draw, the winner may nominate an Australian resident to receive the prize on their behalf, provided the nominated individual otherwise meets all eligibility requirements and agrees to the applicable Terms and Conditions ("**Nomination**"). To do so, the winner must inform the Promoter of its intention to make a Nomination at the time when they are notified of the prize pursuant to clause 12.
21. Total prize pool value is \$20,000. The prize, or any unused portion of the prize, is not exchangeable and cannot be taken as cash.
22. A draw for the prize if unclaimed may take place on 14/02/2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. Entrants and Driver Partner entries will be treated independently for the purpose of the unclaimed prize draw and in the event only one party from a drawn entry claims their prize, only the relevant unclaimed prize (per clause 14 or 15 above) will be re-awarded in the unclaimed prize draw. For example, if the Driver Partner claims their prize, but the drawn entrant fails to claim their prize, only the drawn entrant's prize will be re-awarded in the unclaimed prize draw and the Driver Partner named on the re-drawn entry will not be awarded a prize. The winner (if one is required) will be notified in

writing by email within two (2) business days of the draw. The winner's name will be announced online at [www.facebook.com/uber](http://www.facebook.com/uber) from 21/02/2020.

23. As a condition of accepting the prize, entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. Any cost associated with accessing the UBER app is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
26. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
28. As a condition of accepting the prize, the winner (and the Driver Partner named on the winning entry) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
29. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to local and foreign agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI.

The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://privacy.uber.com/policy/>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia, see the Promoter's Privacy policy for more details. If individuals wish to opt out of the promotion, they may contact the Promoter via the contact support form referred to in clause 2 before the Promotional Period ceases.

**NSW Permit No. LTPS/19/38775. ACT Permit No. TP19/04353. SA Permit No. T19/1690**