

TERMS AND CONDITIONS

NEARMAP 20K FOLLOWERS ON INSTAGRAM CONTEST

GENERAL:

1. The promoter of this competition is Nearmap Australia Pty Ltd (ABN 16 120 677 250) of Level 4, Tower One, 100 Barangaroo Avenue, Barangaroo 2000 NSW, Australia (Telephone number: 02 8076 0700), and Nearmap US, Inc. of 10897 South River Front Parkway, Suite 150, South Jordan UT 84095, USA (Telephone number: 801-609-7260) (collectively known as "Nearmap").
2. By entering in to the competition, the participant agrees to be bound by these Terms and Conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

WHO MAY ENTER:

4. Entry is open to all Nearmap Instagram followers residing in Australia, New Zealand and USA, except employees and immediate family members of Nearmap and its subsidiaries (as defined under the Corporations Act 2001 (Cth)). Immediate family includes spouse, ex-spouse, defacto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, uncle, aunt, niece, nephew, brother, sister, or first cousin.
5. Entrants must be over 18 years of age.

WHEN TO ENTER:

6. The contest commences on Thursday, 8 August 2019 at 9:00 AM AEST and final entries close on Friday, 9 August at 9:00AM AEST ("Promotional Period"). Entries must be received by Nearmap prior to the competition close date and time.

HOW TO ENTER:

7. Entrants are to enter the contest via Instagram, following the steps below:
 - a. follow @nearmap on Instagram;
 - b. tap through Nearmap's Instagram story on Thursday, 8 August 2019, and answer the sticker question on the last story;
 - c. submit a response of what the entrant thinks will be an iconic building or location in 20 years' time and why;
 - d. Nearmap will share the three (3) most creative responses and the entrants of these responses will win the prize.
8. No payment is required for a person to enter the competition.
9. Only one (1) entry is permitted per person. Entries on behalf of another person will not be accepted.
10. To enter into the contest, the entrant must be a registered user of Instagram. The entrant must register an account and agree to Instagram's Terms of Use set forth at: <https://help.instagram.com/581066165581870>. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance the Instagram's terms as above.

WINNER SELECTION AND NOTIFICATION:

11. Three (3) entrants with the most creative responses will be selected as the winners of the contest.
12. Entries will be:
 - a. judged on innovation and creativity;
 - b. entries will be reviewed by a panel of Nearmap representatives and given a score based on "uniqueness and creativity" of the answer.
13. The judging will take place on Friday, 9 August 2019 at 5:00 PM AEST at Nearmap Australia Pty Ltd at Level 4, Tower One, 100 Barnagaroo Avenue, Barangaroo 2000 NSW, Australia, and/or Nearmap US, Inc. at 10897 South River Front Parkway, Suite 150, South Jordan UT 84095, USA.
14. Nearmap may judge additional reserve entries and record them in order in case an invalid entry or ineligible entrant is judged to have won.
15. Nearmap will notify the winners by Instagram direct message within three (3) business days after the judging is completed, and the winners will be announced via an Instagram story no later than Thursday, 15 August 2019 at 5:00 PM AEST.
16. If the winners do not respond within fourteen (14) days of notification, Nearmap will select a new winner. Once a new winner is drawn, they will be notified by Instagram direct message within three (3) business days of the new selection and will be announced via an Instagram story on the same day.
17. All entries become property of Nearmap.

PRIZE:

18. There will be a total of three (3) winners who will each receive a \$100 framed photo of a location of their choice from Nearmap's MapBrowser.
19. Nearmap will communicate with the winners in relation to the prizes, including selecting the location of the photo for Nearmap to develop and frame, and obtaining the winners' delivery details.
20. Once the prizes are ready, Nearmap will deliver the prizes to the winners by mail. Once the prizes are mailed, they are at the winners' risk.
21. If the prize is unavailable, Nearmap, in its discretion, reserves the right to substitute the prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.

RESTRICTIONS AND DISQUALIFICATIONS:

22. All eligible entries received during the Promotional Period will be screened to ensure that they have followed all contest requirements. Nearmap reserves the right to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
23. The entry may not be obscene, indecent or otherwise offensive, as determined by the judges of this contest or Nearmap at their sole discretion. The entry shall not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights, including but not limited to intellectual property rights.
24. If Nearmap has any grounds to suspect any entrant of cheating, deception or fraudulent or unsportsman-like conduct of any kind, Nearmap reserves the right (in its sole discretion) to disqualify any entrant it reasonably believes to be responsible for, or associated with, such activity.
25. Any cost associated with accessing the contest site is the entrant's responsibility and is dependent on the Internet service provider used.

26. If there is a dispute as to the identity of an eligible entrant, Nearmap reserves the right to request proof of identification or make such other reasonable request to identify the eligible entrant.
27. There is no cash alternative to the prizes. The prize is nonrefundable and non-transferable, unless otherwise agreed by Nearmap in writing.

LIABILITY:

28. If this competition is unable to run as planned due to network/technical/communications failure, tampering or any cause beyond Nearmap's reasonable control, Nearmap may in its sole discretion cancel, terminate, modify or suspend the competition or invalidate any affected entries. Proof of delivery of the entry is not proof of receipt by Nearmap of the entry.
29. This Competition is not sponsored, endorsed or associated with any other entities or businesses apart from Nearmap Australia Pty Ltd and its subsidiaries. The entrants understand that they are providing information to Nearmap, not Instagram, Inc.. Any questions, comments or complaints about this promotion must be directed to Nearmap.
30. Except for any liability that cannot by law be excluded, Nearmap (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.

PERSONAL DETAILS:

31. Nearmap will use each winner's, and each entrant's, personal details for the purpose of administering this competition.
32. The entrants acknowledge that Nearmap may use their personal details provided to Nearmap in their entries for direct marketing purposes. The entrant is able to unsubscribe from receiving such communication from Nearmap on each email they receive from Nearmap.
33. Nearmap may, for purposes specified in these Terms and Conditions and in its privacy policy (see below), make the entrant's personal information available to third party providers.
34. The entrants agree to allow Nearmap to use their name and likeness for advertising and publicity purposes of this contest and of any Nearmap products, without additional remuneration.
35. Nearmap is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering into this competition, the entrants consent to Nearmap's privacy policy available at www.nearmap.com.au/legal/privacy.