

The “*Playing for Keeps Instagram*” Promotion

Rules

This “*Playing for Keeps Instagram*” trade promotion lottery (the “Promotion”) is sponsored by Simon & Schuster (Australia) Pty Ltd. (“Sponsor”). Sponsor, its parent company, subsidiaries and affiliates, and any other companies or agencies associated with the Promotion (such as technology, advertising, promotion, fulfillment or judging partners), will hereinafter collectively be referred to as the “Promotion Entities.”

To be eligible to participate in the Promotion you must live in Australia. This Promotion is governed exclusively by the laws of the New South Wales, Australia.

- 1. How to Enter:** During the Promotion Period (as defined below), visit Sponsor’s page on Instagram, located at <https://www.instagram.com/simonschusterau/?hl=en> follow the page, leave a comment about the featured book on Sponsor’s Promotion post and tag a friend (a “Submission”).

You must have Internet access, a valid Instagram account, and comply with the Terms of Service found at <https://help.instagram.com/581066165581870> If you do not have an Instagram account, you can create one by visiting www.Instagram.com. Instagram accounts are free.

You must make sure that you are able to be reached by Instagram Messenger.

Limit one Submission per person/Instagram account. Duplicate Submissions by the same person will be subject to disqualification. Any other attempted form of entry is prohibited. You grant Sponsor a royalty-free, worldwide, and transferrable sole licence to use any unique content that forms part of your entry for any legal purpose, including for commercial and non-commercial purposes. Receipt of Submissions will not be acknowledged or returned.

All entries must be your own work and must not infringe any third-party rights. Entries must not have been published previously and/or have been used to win prizes in any other competitions.

The Promotion Entities are not responsible for: (i) technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind; (ii) lost or unavailable network connections, web site, Internet, or ISP availability, unauthorised human intervention, traffic congestion, incomplete or inaccurate capture of Submission information (regardless of cause); (iii) lost, late, illegible, stolen, invalid, unintelligible, misdirected, failed, incomplete, technically corrupt or garbled Submissions, which will be disqualified; (iv) jumbled or delayed computer transmissions which may limit one’s ability to enter the Promotion; (v) any injury or damage to participant’s or any other person’s computer relating to or resulting from participating in this Promotion or downloading any materials in this Promotion; (vi) or for problems of any other kind whether mechanical, human, or electronic.

By entering the Promotion, you fully and unconditionally agree to be bound by these Rules, which will be final and binding in all matters relating to the Promotion. If there is a discrepancy or inconsistency between statements contained in material in relation to the Promotion and the Rules, then the Rules will take precedence.

All terms and conditions of Instagram.com apply. Multiple entrants are not permitted to share the same Instagram account. Any attempt by you to obtain more than the stated number of Submissions by using multiple/different Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's Submissions and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram account, the authorised account holder of the email address used to register on the platform will be deemed to be the entrant. The "authorised account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organisation responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorised account holder.

If you choose to enter via Instagram using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

2. Eligibility: To participate in the Promotion, you must live in Australia, be at least 18 years old by the date you enter the Promotion, have a valid email address, and are able to be reached by Instagram Messenger. Participation is otherwise void.

Employees, officers, and directors of Promotion Entities, in addition to their respective immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter.

3. Start/End Dates: Promotion begins at 09:00:00 AM Australian Eastern Daylight Time ("AEDT") on 01/02/2024 and ends at 05:00:00 PM AEDT on 05/02/2024 (the "Promotion Period").

4. Submission Guidelines and Content Restrictions: By entering the Promotion, you agree that your Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Promotion if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- The Submission must not exceed 50 characters in length.
- The Submission must be in English.
- You must be the sole and exclusive owner of the Submission
- If applicable, any third parties appearing in the Submission have given entrant appropriate consent to be photographed and used as permitted herein. Sponsor reserves

the right to request releases from any third parties appearing in any Submissions at any time. Failure to produce third party releases upon Sponsor's request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.

Content Restrictions:

- The Submission must not contain material that in Sponsor's reasonable opinion violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity, or any other intellectual property rights;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that in Sponsor's reasonable opinion is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous, or libelous;
- The Submission must not contain material that in Sponsor's reasonable opinion promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- The Submission must not contain material that in Sponsor's reasonable opinion is unlawful, in violation of or contrary to the laws or regulations of New South Wales or of any jurisdiction where Submission is created;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Promotion.

Sponsor's decisions are final and binding in all matters relating to this Promotion, including, but not limited to, interpretation and application of these Rules

You must only make one Submission to the Promotion. Delivery of prizes requires a street address (no P.O. Boxes). If the prize is a cash prize you will be able to provide your account details for electronic transfer after we have notified you that you have won.

5. Random Drawing/Odds: Winner(s) will be selected on or about 06/02/2024 at 09:00:00 AEDT in Sydney, New South Wales in a random drawing from all eligible Submissions received by the end of the Promotion. Odds of winning depend on the number of eligible Submissions received for the drawing. Drawing will be conducted by Sponsor, including by way of electronic means.

6. Prize(s): Three (3) Grand Prize winners will each receive: one (1) paperback copy of *Consider Me* by Becka Mack (Approximate Retail Value "ARV" \$22.99 AUD), one (1) paperback copy of *Play with Me* by Becka Mack (ARV \$22.99 AUD), one (1) paperback copy of *Unravel Me* by Becka Mack (ARV \$22.99 AUD), three (3) book plates signed by Becka Mack (ARV \$0.50 AUD each).

Total ARV of each Grand Prize: \$70.47 AUD.

Total ARV of prizes combined: \$211.41 AUD

Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winner(s). Limit one prize per person or household.

7. Notification: Potential winner(s) will be notified by a direct message from Sponsor on his/her Instagram account on or by 07/02/2024. Potential winner(s) will be required to respond to Sponsor within five calendar days of notification. If potential winner(s) cannot be contacted due to their settings on their social media account, if potential winner(s) do not respond to Sponsor within five calendar days of Sponsor's first notification attempt, if any prize or prize notification is returned as undeliverable, if potential winner(s) rejects his/her prize, or in the event of noncompliance with these Rules and requirements, then such prize will be forfeited and an alternate winner(s) will be selected from all remaining eligible Submissions. Upon prize forfeiture, no compensation will be given.

8. Conditions: Participation in Promotion and acceptance of prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each winner regarding the Promotion or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law.

By participating and to the extent permitted by law, entrants and winner(s) agree to release and hold harmless the Promotion Entities from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

Sponsor is not responsible if Promotion cannot take place or if any prize cannot be awarded due to travel cancellations, delays, or interruptions due to acts of God, acts of war, pandemics, epidemics, natural disasters, weather, acts of terrorism, or any other acts outside the control of Sponsor. If you do not comply with these Rules or attempt to interfere with this Promotion in any way you will be disqualified.

9. Additional Terms: Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend this Promotion should (in its sole discretion) virus, bugs, non-authorised human intervention, fraud, epidemics, pandemics, or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In such case, Sponsor will select the potential winner from all eligible Submissions received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion. Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing

practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

10. Limitation of Liability; Disclaimer of Warranties.

The Promotion Entities (including their respective officers, employees, and agents) disclaim all liability for any loss (including without limitation, indirect or consequential loss) or damage in connection with the Promotion (including using any prize), except any liability that cannot be excluded by law, in which case that liability is limited to the fullest extent permitted by law.

Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Rules do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, Sponsor and the Promotion Entities disclaim all warranties.

11. Disputes; Governing Law; Severability:

These Rules are governed by the laws of New South Wales, Australia. By entering the Promotion, you submit to the jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings arising in connection with these Rules and the Promotion.

If any provision of these Rules is held to be invalid or unenforceable, then such provision will be of no force and effect and will be severed without affecting the validity and enforceability of the remaining provisions.

12. Use of Data: You agree that Sponsor may collect, use, store and disclose your personal information in accordance with its privacy policy published at https://www.simonandschuster.com.au/about/privacy_policy. By entering this Promotion, you agree to receive author updates, new book releases, recommended reads, and other email updates from the Promoter. You also consent to have your contact details released to Promoter and any relevant affiliates nominated by and at the discretion of Promoter for direct marketing purposes. With respect to communications from the Promoter, you can change your marketing preferences through the Promoter's account settings or unsubscribe directly from any marketing communications at any time.

13. Name of winner/List of Winners: Winner's name, state and country will be published at <https://www.simonandschuster.com.au/c/ss-au-competitions> for a period of no less than 28 days following conduction of the draw.

14. Sponsor: Simon & Schuster (Australia) Pty Ltd (ABN 84 000 945 380) of Suite, 19a, Level 1, Building/C 450 Miller St, Cammeray NSW 2062.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR META PLATFORMS, INC. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM OR META PLATFORMS, INC.