

SHARE YOUR WHY SOCIAL CAMPAIGN

1. Information on the “Share Your Why” campaign (“**Campaign**”) and how to submit content for the Campaign form part of the Terms and Conditions. By submitting content for the Campaign, you agree to comply with and be bound by the following Terms and Conditions.
2. The Campaign is operated by AIA Australia Pty Ltd (ABN 79 004 837 861) of 509 St Kilda Road, Melbourne VIC 3000.

ELIGIBILITY CRITERIA

3. As part of AIA Australia Pty Ltd’s partnership with Mother’s Day Classics, Australian residents are invited to share stories for the “Share Your Why” Campaign, and share their reasons for participating in or supporting the Mother’s Day Classic.

SUBMISSIONS

4. Submissions of stories must be posted through Social Media Platforms such as Instagram, Facebook, Tiktok or LinkedIn either as a post, story or video. Posts must tag AIA Australia Pty Ltd’s social media account for the relevant platform, hashtag “ShareYourWhy” and comply with the requirements specified in the various communication methods and on the Website <https://www.aia.com.au/en/about-aia/about-us/mothers-day-classic>
5. AIA Australia Pty Ltd will accept submissions until 11:59pm AEST on Friday 30 May 2025 unless otherwise advised by AIA Australia Pty Ltd.

DONATION

6. In consideration of the submissions received, AIA Australia Pty Ltd will donate \$5,000 to the Mother’s Day Classics by 30 May 2025. The donation will be made in the form of an electronic funds transfer to the Australian bank account nominated by the organisers of Mother’s Day Classic.

INTELLECTUAL PROPERTY

7. Individuals agree that they are fully responsible for any materials they submit to AIA Australia Pty Ltd for the Campaign including but not limited to comments, recordings and images (“**Content**”). AIA Australia Pty Ltd shall not be liable in any way for such Content to the full extent permitted by law. AIA Australia Pty Ltd may remove or decline to publish any Content without notice for any reason whatsoever. Individuals warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that AIA Australia Pty Ltd may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening,

- objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person (including consent from the parent or legal guardian of any person aged under 18) or from the owner(s) of any property that appears in their Content;
 - (d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply 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.

Without limiting any other terms herein, the individual agrees to indemnify AIA Australia Pty Ltd for any breach of the above terms.

- 8. As a condition of submitting Content for the Campaign, each person licenses and grants AIA Australia Pty Ltd, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their application (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 9. Individuals consent to the AIA Australia Pty Ltd using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purposes of this Campaign and its Website, and for any future promotional, marketing or publicity purposes or to promote any products manufactured, distributed and/or supplied by AIA Australia Pty Ltd.

PRIVACY

- 10. AIA Australia Pty Ltd collects personal information ("**PI**") in order to conduct the Campaign and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors and service providers. Applying for the Campaign is conditional on providing this PI. AIA Australia Pty Ltd will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.aia.com.au/en/privacy-policy>. In addition to any use that may be outlined in the AIA Australia Pty Ltd's Privacy Policy, AIA Australia Pty Ltd may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the individual. The Privacy Policy also

contains information about how individuals may opt out, access, update or correct their PI, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All submissions become the property of AIA Australia Pty Ltd. Unless otherwise indicated by AIA Australia Pty Ltd, AIA Australia Pty Ltd may disclose PI to entities outside of Australia (for a list of the countries, see their Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By submitting content into the Campaign, individuals consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the AIA Australia Pty Ltd is not liable in this regard.

LIABILITY

11. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any applicable statutory consumer guarantees granted by applicable consumer protection laws (“**Non-Excludable Guarantees**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, we (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 Campaign and the submission process.

GENERAL

12. Any cost associated with accessing the Campaign’s website by an individual is that individual’s responsibility and is dependent on the Internet service provider used.
13. Errors and omissions may be accepted at our discretion. Failure by AIA Australia Pty Ltd to enforce any of its rights at any stage does not constitute a waiver of those rights. AIA Australia Pty Ltd legal rights to recover damages or other compensation from such an offender are reserved.
14. If the Campaign interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of AIA Australia Pty Ltd, including but not limited to technical difficulties, unauthorized intervention or fraud, AIA Australia Pty Ltd reserve the right, in its sole discretion, to the fullest extent permitted by law (a) to remove or refuse to publish a submission; or (b) to modify, suspend, terminate or cancel the Campaign, as appropriate.
15. AIA Australia Pty Ltd’s decision is final and no correspondence will be entered into.