Competition terms and conditions

1. General

Conditions of entry and prizes under the Own Your Awkward Competition (Competition), as sponsored by Practice Ignition Pty Ltd ACN 153 623 931 (Ignition, we, our and us) are governed by these terms and conditions (Terms). By participating in the Competition, each Eligible Entrant agrees to be bound by these Terms, as applicable in their Region. VOID WHERE PROHIBITED.

2. Competition Period

The Competition commences at 00:00 AEST on 24 August 2022 and ends at 23:59 AEST on 30 September 2022 (Competition Period). The separate PreconSydney competition commences on 00:00 AEST on 6 September 2022 and ends at 23:59 AEST on 10 September 2022. Both competitions (together, also referred to as the Competition) are subject to these Terms. All entries to the PreconSydney competition will also be considered in the main Competition.

3. Eligibility

3.1 Eligible Entrants

(a) Subject to clause 3.1(b), the Competition is open to entrants who:

(i) are legal residents of the applicable Region;
(ii) are natural persons;
(iii) are aged 18 years or over as of the date of entry; and
(iv) agree to be bound by these Terms, and the applicable policies of the Social Media Platforms to which they post their entries (Eligible Entrants).

(b) Related entities of Ignition and Ignition’s Personnel, including immediate family members of Ignition’s Personnel, are not eligible to enter into the Competition and will not be an Eligible Entrant for the purpose of these Terms.

3.2 Competition Entry

(a) To participate in the Competition, no purchase, account or subscription is necessary. Eligible Entrants will, during the Competition Period be required to:

(i) upload a Submission which best represents the theme “Share Your Awkward” to one of the Social Media Platforms for their Region;
(ii) tag the post with #ShareYourAwkward; and
(iii) comply with these Terms, (Competition Entry).

(b) The Submission may be a video, audio recording, image or statement that best displays an awkward experience in an employment and/or business context.

(c) For the purpose of clause 3.2(a), a Competition Entry will not include entries that:

(i) exceed the limit of one (1) Competition Entry per Eligible Entrant;
(ii) are published to sites or platforms other than the entrant’s account on the Social Media Platforms;
(iii) are entered in a form or manner that Ignition, in its sole discretion, may reasonably determine breaches its Policies;
(iv) are deemed void by Ignition, in its reasonably direction, due to being illegitimate, manipulated, tampered or forged in any form;
(v) include any Submission, image or likeness of any other person without that person’s consent;
(vi) contain any obscene, potentially defamatory, offensive, discriminatory, indecent, prejudicial or immoral information that is inconsistent with general business community standards, or violates the intellectual property or proprietary rights of another; and
(vii) are otherwise not published in accordance with these Terms.

4. Prizes

4.1 Grant of Prizes

(a) At Ignition’s sole discretion, at the end of the Competition Period, one Eligible Entrant from each Region and from the PreconSydney competition will be eligible to win the prize consisting of one Amazon digital gift card valued at USD$300, for a total of ___ prizes, valued at USD$1200 (Prizes).

(b) The Prizes under clause 4.1(a) is eligible for redemption until the expiry date specified.

(c) All taxes (excluding GST which may be payable), are the sole responsibility of the winning Eligible Entrant.

(d) A winner for each Region will be selected by by a panel from within Ignition as well as external individuals using criteria of effort, creativity, humor, relevance, and uniqueness of awkward story.

(e) The Prize is not redeemable for cash.

(f) The Competition is assessed by Ignition based on the Eligible Entrant’s skill and chance plays no part in determining the winner.

4.2 Winner Notification and Prize Delivery

(a) The odds of winning a Prize depend on the total number of Competition Entries received from Eligible Entrants in each Region. Winning Eligible Entrants will be notified of their eligibility to receive a Prize by direct message through the Social Media Platform or by e-mail. Winning entries will be published on Ignition’s website and Social Media accounts after notification and within 72 hours of the close of the Competition Period (Winner Notification).

(b) Prizes for winning Eligible Entrants will be transferred to the Eligible Entrant’s designated e-mail address within two months of the Competition Period terminating.

(c) If the winning Eligible Entrant does not confirm receipt of the Winner Notification within 28 days of the Winner Notification:

(i) the Prize is deemed invalid for that winning Eligible Entrant (Unclaimed Prize);
(ii) the winner of the Unclaimed Prize will be notified; and
(iii) Ignition, in its sole discretion, may distribute the Unclaimed Prize to the next best ranking Eligible Entrant in the Region (as applicable).

4.3 Prize substitution

In the event the Prize (or any part of the Prize) becomes unavailable for reasons beyond the reasonable control of Ignition, Ignition may substitute the Prize with a prize of equal or greater value.

5. Use of Submissions

By entering into the Competition, each Eligible Entrant:

(a) authorises the reproduction, exhibit, broadcast, electronic storage and/or distribution of their Submission without compensation or limitation across all media and in perpetuity at the discretion of Ignition.

6. Acknowledgements

Each entrant acknowledges and agrees that:

(a) participation in the Competition is completely voluntary and each Eligible Entrant relies on independent advice to participate in it;

(b) Ignition is under no obligation to consider Competition Entries by entrants that do not qualify as Eligible Entrants under these Terms;
10. Social media platform

(a) By entering this Competition on a Social Media Platform each Eligible Entrant:
   (i) agrees to comply with the applicable Social Media Platform’s terms of use and acknowledges that the Social Media Platforms privacy policy governs any data submitted in connection with material posted on any Social Media Platform in connection with the Competition;
   (ii) releases the Social Media Platform from all claims based on, related to or arising from the Competition; and
   (iii) acknowledges and agrees that the Competition is in no way sponsored or endorsed by or affiliated with the Social Media Platform.

(b) Ignition is not responsible for any loss, damage or injury to Eligible Entrants resulting from entering or participating in this Competition including arising from any comments made, or material published, by third parties about the Eligible Entrants on any Social Media Platform in connection with the Competition.

11. General

(a) This document may only be amended by written agreement between all parties.

(b) The laws of New South Wales govern this document. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and courts competent to hear appeals from those courts.

(c) A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

(d) This document supersedes all previous agreements about its subject matter. This agreement embodies the entire agreement between the parties.

(e) A right under this document may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver.

12. Defined terms

In this document:

(a) **Competition Period** has the meaning set out in clause 2.

(b) **Consequential Loss** means any consequential, special, indirect or incidental loss including without limitation loss of profit, business interruption, loss of business, loss of opportunity, loss of reputation or loss related to breach of third party contracts or arrangements.

(c) **Eligible Entrant** has the meaning set out in clause 3.1.

(d) **Personnel** means a party’s directors, officers, employees, agents, contractors, and subcontractors, as the context permits.

(e) **Region** means each of the locations in which Ignition operates its business and the Competition is accessible to Eligible Entrants on Social Media Platforms, which shall be, as applicable to the Eligible Entrant based on their residence:
   (i) the United States and Canada; or
   (ii) Australia and New Zealand; or
   (iii) the United Kingdom and South Africa.

(f) **Social Media Platform(s)** means each of Facebook, LinkedIn, Instagram, Youtube, TikTok, and Twitter, as accessible in the Region of the Eligible Entrant.

(g) **Submission** means an audio, written and/or visual representation, that is an original work produced by the Eligible Entrant, capable of being posted to the Social Media Platforms for the purpose of a Competition Entry under these Terms.

(c) Ignition’s decision is final and binding, and we accept no responsibility for late or misdirected Competition Entries.

(d) Ignition reserves the right to disqualify any Eligible Entrant that submits a Competition Entry that is not compliant with these Terms, or otherwise is involved in conduct that is engaging in, or planning to engage in, any unlawful, misleading, deceptive or improper conduct calculated to jeopardise the proper conduct of the Competition or Ignition;

(e) if the Eligible Entrant changes their Social Media Platform details, it is their sole responsibility to promptly notify Ignition so that they can be contacted;

(f) Ignition may, at its sole discretion, require any Eligible Entrants to verify their Social Media Platform profile and their identity, and any further information relevant to their eligibility for entry into or participation in the Competition; and

(g) they release, indemnify, defend and hold Ignition and its parent, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and any other organizations related to the Competition, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in this Competition or acceptance or use of a Prize.

(h) Ignition may require Eligible Entrants to sign a further agreement releasing Ignition from all liability arising from the winner’s use of the Prize, along with a media release.

7. Suspension and termination

In the event Ignition is not capable of, or reasonably able to, perform the Competition in any Region as set out under these Terms, Ignition reserves the right to, in its sole discretion, take any action that may be available to modify, suspend or cancel the Competition, provided that Ignition is not otherwise prohibited at law.

8. Limitation of liability

(a) To the extent permitted by law, the total liability of Ignition arising under or in connection with this document will be limited to the aggregate value of the Prizes.

(b) To the extent permitted by law, neither party will be liable to the other or any other person for any Consequential Loss.

(c) As far as the law permits and unless otherwise specified in this document, Ignition expressly excludes all liability arising in connection with:
   (i) Submissions made on a Social Media Platform which infringe the rights, including intellectual property rights of a third party;
   (ii) any technical issues on a Social Media Platform;
   (iii) any tax implications associated with the Competition or the award of Prizes;
   (iv) any opinions, recommendations, or other conclusions made or actions taken by Eligible Entrants or any third party based (wholly or in part) on a Competition Entry; and
   (v) any loss, damage, theft or injury suffered as a result of any winning Eligible Entrant accepting and/or using the Prize.

9. Personal Information

(a) Ignition may collect the personal information of winners, including the entrant’s name, email address and/or Social Media Platform handle. This personal information may be used by Ignition strictly for the purpose of conducting the Competition and awarding the Prizes.

(b) By entering the Competition, each entrant consents to the use of their personal information for the purposes set out in clause 9(a) in accordance with Ignition’s privacy policy available at https://www.ignitionapp.com/privacy.