

**“25 Under 25” Instagram Academy
Official Rules**

NO PURCHASE NECESSARY TO PARTICIPATE OR RECEIVE THE PRIZE IN THIS PROGRAM. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF RECEIVING A PRIZE. VOID WHERE PROHIBITED BY LAW.

INTERNET ACCESS AND A VALID INSTAGRAM ACCOUNT ARE REQUIRED TO PARTICIPATE.

BY PARTICIPATING, YOU GRANT THE RELEASED PARTIES (DEFINED BELOW) THE RIGHTS TO USE YOUR APPLICANT CONTENT AS MORE FULLY SET FORTH IN THE LICENSE SECTION AND OTHERWISE BELOW.

FINALISTS MAY BE REQUIRED TO RESPOND TO NOTIFICATION FROM SPONSOR WITHIN TWO (2) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION (OR OTHER SPECIFIED TIMEFRAME IN NOTIFICATION) OR PRIZE MAY BE FORFEITED (IN SPONSOR’S SOLE DISCRETION), AS MORE FULLY DETAILED BELOW.

AS A CONDITION OF PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU (I.E., A REQUIREMENT THAT YOU DEFEND AND/OR REIMBURSE SPONSOR FROM/FOR CERTAIN LOSSES) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

OVERVIEW: The “25 Under 25” Instagram Academy (“**Program**”) is sponsored by Facebook Australia, 200 Barangaroo Ave, Sydney, NSW, Australia, 2000 (“**Sponsor**”). Eligible Applicants, as defined below, may apply to the Program by filling out an online application between 8 September 2021 at 6:00:00 PM Australian Eastern Daylight Time (“**AEST**”) and 1 October 2021 at 11:59:59 PM AEDT (“**Application Period**”). Each Applicant must comply with all terms and requirements of the Instagram platform and these Official Rules. Applications received in accordance with these Official Rules will be evaluated by a panel of Sponsor-selected Judges (defined below), all in accordance with the judging procedures detailed under the “Winner Selection/Notification” section, below. **By applying for this Program, each Applicant agrees that the information contained in their application and elements of it may be used by Sponsor for marketing and promotional purposes as described in further detail in the “License” section below.**

ELIGIBILITY: This Program is open only to individuals who: (i) are legal residents of Australia (the “**Territory**”); (ii) are between the ages of eighteen (18) and twenty-five (25); (iii) have Instagram account with less than 250,000 followers at the time of application and throughout the Application Period and Winner selection process; (iv) identify as female; and (v) are the founder and/or owner of a registered business with an Australian Business Number (ABN) (each an “**Applicant**”). Government officials and political figures (as determined by Sponsor in its sole discretion) are **not** eligible to participate in the Program.

Employees, officers, directors, members, managers, agents, and representatives of Sponsor and its respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest,

and advertising and public relations agencies, judges and their employers, employees, managers, agents and representatives (collectively, the “**Released Parties**”) and any family member or member of the same household (whether or not related) of any such persons are not eligible to participate or receive the prize in this Program. For purposes of this Program, the term “family members” is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law.

Participation in this Program constitutes Applicants’ full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding in all matters.

HOW TO PARTICIPATE: Eligible Applicants may apply to the Program by visiting the Facebook Australia page (australia.fb.com), clicking on the link to <https://instagramacademyapplications.splashthat.com> (the “**Site**”) and filling out the application, which requires Applicants’ name, personal Instagram handle, contact email, contact phone, role at business, business name, business Instagram handle, business description, business future potential, and a description of how they use Instagram for their business (“**Application**”). All content provided in the Application is referred to herein as “**Applicant Content**”. **By submitting an Application, you are agreeing to these Official Rules.**

Applications must be submitted and received by Sponsor during the Application Period and in strict accordance with these Official Rules. The Site’s clock will be the official timekeeper for this Program. Applications must be submitted and received by Sponsor during the Application Period through the Site and all participation must be in strict accordance with the instructions and restrictions on the Site and in these Official Rules. For purposes of this Program, only Applications that are actually received and recorded through the Site on the related servers during the Application Period will be considered. Other proof of submitting or attempting to submit an application (such as, without limitation, a printed, saved or copied automated receipt confirming application receipt, a "Thanks for submitting" screen or message) does not constitute proof of actual receipt of the Application for purposes of this Program.

Limit one (1) Application per person. Those who do not abide by these Official Rules and the instructions of Sponsor and provide all required Applicant Content may, in Sponsor’s sole discretion, be disqualified. Applications or participation may not be acknowledged and will not be returned. Applications (or participation that does not qualify as an “Application”) that are incomplete, lost, late, misdirected, mutilated, fraudulent, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Applications or participation made on behalf of an Applicant by a third party not affiliated or associated with that Applicant (as determined by Sponsor in its sole discretion) or originating through any commercial promotion subscription, notification, or participating services will be declared invalid and disqualified for this Program. As a condition of participating in the Program, without limiting any other provision in these Official Rules, each Applicant gives consent for Sponsor and its agents to obtain and deliver their name, address and other information and Application to third parties for the purpose of administering this Program and complying with applicable laws, regulations, and rules. APPLICATIONS MAY NOT BE ACKNOWLEDGED AND, IN FACT, MAY BE DESTROYED AFTER THE PROGRAM CONCLUDES. KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT

OF YOUR APPLICATION. ANY APPLICATION THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE OFFICIAL RULES MAY, IN SPONSOR’S SOLE DISCRETION, BE DEEMED INELIGIBLE.

You agree that your participation in this Program and agreement to these Official Rules will not violate any agreement to which you are a signatory or party and that no such agreement otherwise limits your ability to participate in this Program or grant the rights granted by you in these Official Rules. You indemnify the Released Parties against any and all claims from any third-party for any use by any Released Party of the Applicant Content authorized pursuant to these Official Rules.

Sponsor reserves the right in its sole discretion to disqualify from the Program any Applicant whose Application refers, depicts, or in any way reflects negatively upon a Released Party, the Program, or any other person or entity or does not comply with these Official Rules.

WINNER SELECTION/NOTIFICATION: Applications will be evaluated in two (2) phases.

Phase 1: Sponsor will review all eligible Applications according to the Criteria listed below to select fifty (50) finalists (“**Finalists**”).

Phase 2: The Finalists will be submitted to a panel of judges (“**Judges**”) who will use the same Criteria to evaluate the Finalists Applications. The twenty-five (25) Applications with the highest scores by the Judges will be deemed “**Winners**” of the Program. Sponsor and the Judges will use the following criteria according to the percentage weights indicated (the “**Criteria**”):

Quality	Quality of Application	10%
Alignment	Applicant’s business aligns with Instagram’s vision and values	10%
Business Growth	Applicant’s business has potential to grow and scale with support from Instagram	40%
Personal Growth	Applicant has the potential to grow with support from Instagram	40%

Judging will occur between 4 October 2021 and 15 October 2021. All decisions by Sponsor and/or Judges are final and binding in all matters relating to this Program and no correspondence will be entered into. . Winners will be notified on or about 21 October 2021 via email (or by other means, as determined by Sponsor in its sole discretion).

In the event of a tie in the selection of a Finalist or Winner, the tie will be resolved in favor of the Application with the higher score “Business Growth” Criterion. If there is still a tie, the tie will be resolved in favor of the Application with the higher score in the “Personal Growth” Criterion. Sponsor

reserves the right to contact Applicants for verification or clarification purposes and administration of the Program.

Applicants may be required in Sponsor's sole discretion to complete, execute, have notarized (if applicable), and return an Affidavit/Declaration of Eligibility and Liability/Publicity Release (unless prohibited by law) and related prize-acceptance documents (collectively, "**Winner Documents**") within five (5) business days or other time frame specified and in the form provided by Sponsor, without revision, or prize may be forfeited. If any Applicant refuses to comply with the foregoing requirements and other requirements of Sponsor, their Application may be disqualified at any time in Sponsor's sole discretion with no liability or responsibility to the respective Applicant. If any notification or other Program-related communication is returned as undeliverable, or if a selected potential Finalist or selected potential Winner cannot be reached or does not respond as instructed after Sponsor has attempted to notify them, they may be disqualified and an alternate may be selected (time permitting and in Sponsor's sole discretion). Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternates. The prize claim and Winner Documents are subject to verification by Sponsor. The prizes, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than three (3) alternates (time permitting) for any reason.

PRIZES: Twenty-five (25) Winners, subject to verification, will receive the prize, which consists of the following:

- An invitation to attend an exclusive one-day "Instagram Academy" training event (in-person or virtually in Sponsor's sole discretion). Dates to be provided by Sponsor in its sole discretion. If the event is held in person, air travel and up to two (2) night hotel accommodations will be provided by Sponsor if Winner lives outside a 150 KM radius from the host city event central business district, as further described below.
- Editorial coverage in Are Media outlet(s) highlighting the winning "25 Under 25" female entrepreneurs.
- Facebook ad credit worth \$1000 AUD, subject to the terms below.
- One-on-one mentoring and support session from Facebook account manager (1 x 60min session) following the Instagram Academy. Sessions subject to availability.
- Branded Instagram swag (approximate retail value \$50, each)

Total Approximate Retail Value of quantifiable prizes: is \$1,250.00 AUD.

By participating in this Program, Applicants agree to maintain their behavior in accordance with all applicable laws, rules, and regulations and generally accepted social practices in connection with participation in any Program - or prize-related activity. Potential Winners understand and agree that Sponsor has the right, in its sole discretion, to disqualify and remove any Winner from any activity at any time if their behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor or otherwise violates the policies of the venues, and in such a case, such Winner will still be solely responsible for all expenses related to the prize. Sponsor is not responsible for any inability or unwillingness of Winner to accept or use the prize (or portion

thereof) for any reason. Prize elements delivered by mail will only be mailed to the Winner's address within the Territory. Prize details not specifically stated in these Official Rules, will be determined in Sponsor's sole discretion. To the fullest extent allowable under applicable law, all taxes (if applicable) (including, without limitation, national, federal, state, provincial, territorial, prefectural, and/or local taxes), as well as any expenses arising from acceptance or use of the prize and not specified in these Official Rules as being provided as part of the prize, are the sole responsibility of the Winner. Sponsor is not responsible for and will not replace any lost, mutilated or stolen prize or prize element or any prize that is undeliverable or does not reach Winner because of incorrect or changed contact information. If Winner does not accept or use the entire prize for any reason, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to the prize or portion of the prize. No transfers, or prize substitutions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute the stated prize or any component thereof with another prize or component of equal or greater value for any reason. No more than the stated prize will be awarded. Applicants waive the right to assert as a cost of receiving the prize, any and all costs of verification and redemption and any liability and publicity that might arise from claiming or seeking to claim said prize.

TRAVEL: All travel arrangements must be made through Sponsor or its designee. Exact dates of each trip are subject to change and will be determined by Sponsor (as determined in its sole discretion). You must travel as and when designated by Sponsor or the trip may be forfeited. You must possess all required travel documents, including visas and valid passports, if and as applicable. You are solely responsible for any actions, claims, liabilities related to the travel-related activities. It is your responsibility to provide proper documentation (including government issued picture identification). All aspects of the travel must be conducted on such dates as determined by Sponsor in their sole and absolute discretion. The dates of departure and return are subject to change at Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel route and select hotels in their sole and absolute discretion. Sponsor is not responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, or any other persons providing any trip-related services or accommodations. Sponsor is not liable for any missed events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other benefit element except at the sole and absolute discretion of Sponsor. You are responsible for obtaining travel insurance (and all other forms of insurance) at your option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. You may be required to provide a credit card at the time of hotel check-in. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor-chosen transportation carrier(s). Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. Any taxes (federal, state, provincial/territorial, and local) and all expenses not specifically mentioned herein, are not included as part of any trip benefits, and are solely your responsibility, including, but not limited to: hotel taxes, additional ground transportation at the destination(s), travel insurance, carrier fees, government charges, room service,

bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at your expense.

Ad Credits: Ad Credits are subject to all terms and conditions provided with the Ad Credit, once received. Ad Credits expire on the date specified (which will be ninety (90) days). Use of the Ad Credits must comply with all applicable terms and policies, including, without limitation, Facebook's Ads Credit Coupon Terms & Conditions available at <https://www.facebook.com/legal/couponterms>, Facebook's Advertising Policies available at <https://www.facebook.com/policies/ads/> and Instagram's Terms of Use available at <https://help.instagram.com/581066165581870>.

Ad Credits may not be transferred (a) to any individual, entity, or country prohibited by any applicable U.S. or non-U.S. export controls and trade sanctions; (b) to anyone on U.S. or non-U.S. government restricted parties lists; or (c) for any purpose prohibited by applicable export controls and trade sanctions, including nuclear, chemical or biological weapons, or missile technology applications without the required government authorizations. You acknowledge that Facebook, Inc. and its affiliates (including Sponsor) are subject to U.S. economic restrictions and trade sanctions. As such, Sponsor reserves the right to deny distribution of any Ad Credit when required by applicable law

LICENSE: By participating, except where prohibited by law, each Applicant grants to the Released Parties (and their agents, successors, and assigns) the irrevocable, transferable, sublicensable, absolute right and permission to use, edit, modify, copy, reproduce, and distribute the Applicant Content in perpetuity and in any medium (including online and in digital media) in any language, throughout the world, for any purpose, in Sponsor's sole discretion, including without limitation for internal business purposes, the purposes of evaluating Applications, administering, this Program, and for advertising and marketing purposes (specifically including, but not limited to, inclusion in an Are Media article highlighting the winning "25 Under 25" female entrepreneurs). Each Applicant further grants to the Released Parties (and their agents, successors, and assigns) a non-exclusive, irrevocable, worldwide, transferable and sublicensable right and license to use their (and their businesses') trade names and trademarks (including logos) in connection with this Program and/or Sponsor's use of Applicant Content.

Each Applicant hereby acknowledges and agrees that the relationship between the Applicant and each of the Released Parties is not a confidential, fiduciary, or other special relationship, and that the Applicant's decision to submit its Application for purposes of the Program does not place any of the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Application, other than as set forth in these Official Rules. Each Applicant acknowledges that, with respect to any claim by Applicant relating to or arising out of a Released Party's actual or alleged exploitation or use of any Application or other material submitted in connection with the Program, the damage, if any, thereby caused to the applicable Applicant will not be irreparable or otherwise sufficient to entitle such Applicant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Released Party video, bot,

application, service or other property, and Applicant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES: NOTHING IN THESE OFFICIAL RULES LIMITS, EXCLUDES, OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE, OR MODIFY ANY STATUTORY CONSUMER GUARANTEE OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE OFFICIAL RULES WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE OFFICIAL RULES TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE AND TO THE MAXIMUM EXTENT PERMITTED BY ANY MANDATORY PROVISIONS OF APPLICABLE LAW, THE RELEASED PARTIES EXCLUDE FROM THESE OFFICIAL RULES ALL CONDITIONS, WARRANTIES, AND TERMS IMPLIED BY STATUTE, GENERAL LAW, OR CUSTOM, EXCEPT FOR LIABILITY IN RELATION TO A NON-EXCLUDABLE GUARANTEE. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, EACH APPLICANT RELEASES, HOLDS HARMLESS, AND INDEMNIFIES (I.E., DEFEND AND/OR REIMBURSE) THE RELEASED PARTIES FROM ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE, OR AWARDED OF A PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY PROGRAM - OR PRIZE-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY (HOWEVER (BUT ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION), THIS RELEASE, HOLD HARMLESS, AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CASES OF BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF SPONSOR OR OTHER THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY CANNOT BE EXCLUDED BY LAW). EACH APPLICANT AGREES THAT THE PRIZES ARE PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE (EXPRESS OR IMPLIED, IN FACT OR IN LAW), WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, BEYOND ANY NON-EXCLUDABLE GUARANTEES.

ADDITIONAL DISCLAIMERS: The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, an Applicant, or by human error (except to the extent that any of the following occur for reasons within Sponsor's reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): Applications made by illegitimate means (such as, without limitation, by an automated computer program); any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, Messenger message, or Program -related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Official Rules, in any Program -related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; technical or human error which may occur in the administration of the Program or the processing of Applications; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Applicant's participation in the Program, participation of travel, or receipt or use of a prize or portion thereof. Released Parties are not responsible for electronic communications that are

undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account, voicemail inbox or Messenger message account, to receive, email, voice messages or Messenger messages. Released Parties are not responsible, and may disqualify an Applicant, if any contact information provided by the Applicant does not work or is changed without giving prior written notice to Sponsor. Without limiting any other provision in these Official Rules, the Released Parties are not responsible or liable to any Applicant or Winner (or any person claiming through such Applicant or Winner) for failure to supply a prize or any part thereof in the event that any of the Program activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

GENERAL RULES: By participating in this Program (except where prohibited by law), each Applicant grants the Released Parties the irrevocable, sublicensable, free-of-charge, absolute right and permission to use, publish, post or display Applicant's (including any person in Applicant's Applications) name, photograph, likeness, voice, biographical information, any quotes attributable to them, and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to them, anywhere worldwide, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet) without any limitation of time and without notice, review or approval, and each such person releases all Released Parties from any and all liability related to such authorized uses. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and each natural person granting publicity rights under this provision waives any right to inspect or approve any such use.

The Released Parties' decisions are final in all matters relating to this Program, including interpretation of these Official Rules, selection of the Finalists and Winners, and awarding of the prizes, and no correspondence will be entered into. All Applicants, as a condition of application, agree to be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from the Program. Applicants further agree to not damage or cause interruption of the Program and/or prevent others from participating in the Program. Sponsor reserves the right to restrict or void participation from any Instagram account, IP address, email address or domain, or device if any suspicious Application and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void Applications or other participation by any person or entity who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper administration of this Program. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or

other statements contained in any Program -related materials and these Official Rules (including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Applicants waive any right to claim ambiguity in the Program or these Official Rules. If Sponsor determines (at any time and in its sole discretion) that any Winner or potential Winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person or entity, Sponsor reserves the right to disqualify such Winner or potential Winner, even if the disqualified Winner or potential Winner may have been notified or displayed or announced anywhere. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their Official Rules as if the invalid or illegal provision were not contained herein. If the Program is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Program and award the prizes based on eligible Applications received prior to cancellation, modification, or suspension, if any, or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, participates or submits Applications by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain the prize, Sponsor may disqualify that person (and any Applicant on the behalf of which such person participated in the Program) and seek damages from him or her and that person may be prosecuted to the full extent of the law. If any dispute regarding an Application cannot be resolved to Sponsor's satisfaction, such Application will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY APPLICANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

PRIVACY: The personal data submitted in your Application will be stored, processed, and transmitted in accordance with applicable data protection laws and Sponsor's Data Policy (<https://www.facebook.com/about/privacy>). By applying for this Program, Applicants consent to the collection, storage, processing, and transmission of submitted personal data by Sponsor and its affiliated companies for the purposes of administering this Program and complying with applicable laws, regulations and rules.

DISPUTES/GOVERNING LAW: Except where prohibited by law, any and all disputes, claims, and causes of action between an Applicant and any Released Party arising out of or connected with this Program, the determination of the Finalists, Winners, or the prizes must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an Applicant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the Applicant's actual out-of-pocket expenses (if any), not to exceed fourteen Australian dollars (\$14 AUD), and each Applicant further waives all rights to have damages multiplied or increased.

This Program and any dispute arising under or related thereto (whether for breach of contract, tortious conduct, or otherwise) will be governed by the internal laws of New South Wales, Australia without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of the laws of any jurisdiction. Any legal actions, suits or proceedings related to this Program (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the courts located in or having jurisdiction over New South Wales, Australia, and each Applicant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Program.

RULES/PRIZE WINNER? A copy of these Official Rules is available by sending an email with the subject line ““25Under 25” Instagram Academy - Official Rules” to jeffmcb@instagram.com. During the Application Period and through awarding of all prizes, the Official Rules will also be available by visiting <https://instagramacademyapplications.splashthat.com>. Information about who won is available by sending an email with the subject line ““25Under 25” Instagram Academy - Who won?” to jeffmcb@instagram.com. Official Rules requests must be received no later than 21 October 2021. Requests for Winner information must be received no later than 22 January 2022.

SPONSOR: Facebook Australia, 200 Barangaroo Ave, Sydney, NSW, Australia, 2000