

**I Am Digital Creative Contest  
Official Rules**

**NO PURCHASE NECESSARY TO PARTICIPATE OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**VOID WHERE PROHIBITED BY LAW. INTERNET ACCESS IS REQUIRED TO PARTICIPATE.**

**BY PARTICIPATING, YOU (OR IF YOU ARE A MINOR, YOUR PARENT/GUARDIAN) GRANT THE RELEASED PARTIES (DEFINED BELOW) THE RIGHTS TO USE YOUR ENTRY (DEFINED BELOW) AS MORE FULLY SET FORTH IN THE LICENSE SECTION AND OTHERWISE BELOW.**

**WINNERS MAY BE REQUIRED TO RESPOND TO NOTIFICATION AND OTHER COMMUNICATIONS FROM SPONSOR WITHIN FORTY EIGHT (48) HOURS FROM DATE OF NOTIFICATION (OR OTHER SPECIFIED TIMEFRAME OR AN ALTERNATE WINNER MAY BE NAMED IN SPONSOR'S SOLE DISCRETION), AS MORE FULLY DETAILED BELOW.**

**AS A CONDITION OF PARTICIPATING, YOU (AND IF YOU ARE A MINOR, YOUR PARENT/GUARDIAN) AGREE TO THESE OFFICIAL RULES ("TERMS"), WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU (AND IF YOU ARE A MINOR, YOUR PARENT/GUARDIAN) (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 "I Am Digital" Creative Contest ("**Contest**") is sponsored by Facebook Australia 200 Barangaroo Ave, Sydney NSW 2000 ("**Sponsor**") and administered by Save the Children Australia 33 Lincoln Square South, Carlton, VIC 3053 and Save the Children Fiji 25 Pender Street, Suva, FIJI (together referred to herein as "**STC**"). Eligible individuals (defined below) may submit Entries (defined below) between 09:00 AM Australian Eastern Daylight Time ("**AEDT**") on 1 February 2021 and 11:59: 59 PM AEDT on 21 February 2021 ("**Entry Period**"). Entries received in accordance with these Terms will be evaluated by a panel of Sponsor and STC-selected Judges (defined below), all in accordance with the judging procedures detailed under the "Winner Selection/Notification" section, below. **By participating in this Contest, you (and if you are a minor, your parent/guardian) agree that your Entry(ies) and elements thereof may be used by Sponsor and the other Released Parties for marketing and promotional purposes as described in further detail in the "License" section below.**

**ELIGIBILITY:** This Contest is open only to individuals who are between the ages of thirteen (13) and twenty (20) (inclusive) and reside in Fiji, Papua New Guinea, Samoa or Tonga (each a "**Participant**") and those between thirteen (13) and age of majority must have obtained verifiable consent from a parent/guardian to participate. By submitting an Entry, Sponsor shall deem parental/guardian consent given.

Government officials, political figures, and businesses or organisations politically affiliated (all as determined by Sponsor in its sole discretion) are **not** eligible to participate in the Contest. Employees, officers, directors, members, managers, agents, and representatives of Sponsor, STC, and any other entities participating in the administration or fulfillment of this Contest, or any of their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, and advertising, promotion, 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 win this Contest. For purposes of this Contest, the term “family members” is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law.

There is no limit on the number of entries per person, but a single Entry can only be entered once.

**HOW TO PARTICIPATE:** As part of the “I Am Digital” campaign, STC will run the Contest from the “I Am Digital” Facebook pages and invite eligible viewers to submit a drawing, photograph or short video (no more than 60 seconds) addressing any theme relating to the “I Am Digital” campaign (“**Announcement**”). Participants will be instructed to email their video, photograph, drawing, or a photograph of their drawing to: [iamdigital.creativecontest@gmail.com](mailto:iamdigital.creativecontest@gmail.com) by 11:59: 59 PM AEDT on 21 February 2021. Each drawing, photograph, or short video submitted during the Entry Period, will count as one (1) Entry. All Entries must comply with the "**Submission Requirements**" detailed below and otherwise comply with these Terms. Once an Entry is actually received by STC via email, it is referred to in these Terms as an "**Entry**."

STC’s clock will be the official timekeeper for this Contest. Entries must be submitted and received by STC during the Entry Period and all participation must be in strict accordance with the instructions and restrictions in each Announcement and in these Terms. For purposes of this Contest, only Entries that are actually received and recorded during the Entry Period will be considered. Other proof of submitting or attempting to submit an Entry (such as, without limitation, a printed, saved or copied automated receipt confirming entry or a "Thanks for submitting" screen or message) does not constitute proof of actual receipt of the Entry for purposes of this Contest. Those who do not abide by these Terms and the instructions of Sponsor may, in Sponsor’s sole discretion, be disqualified. Entries (or participation that does not qualify as an “Entry”) 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. Entries or participation made on behalf of a Participant by a third party not affiliated or associated with that Participant (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 Contest. No Released Party will have any responsibility or liability for any dispute regarding any Participant, including the identity of any natural person associated with an email address. In the event that any dispute regarding an Entry or Participant cannot be resolved to Sponsor's satisfaction, the Entry will be deemed ineligible and the Participant disqualified. As a condition of participating in the Contest, without limiting any other provision in these Terms, each Participant (or if (s)he is a minor, his/her parent or legal guardian) gives consent for Sponsor and its agents to obtain and deliver his/her name, address and other information and Entry to third parties for the purpose of administering this Contest and complying with applicable laws, regulations, and rules. ENTRIES OR PARTICIPATION MAY NOT BE ACKNOWLEDGED OR RETURNED. IN FACT, ENTRIES MAY BE DESTROYED AFTER THE ENTRY PERIOD. KEEP A COPY OR THE ORIGINAL OF EACH ENTRY. ANY ENTRY THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE TERMS MAY, IN SPONSOR’S SOLE DISCRETION, BE DEEMED INELIGIBLE.

**SUBMISSION REQUIREMENTS:** All Entry must meet all of the following requirements or the associated Entry may be disqualified, as determined by Sponsor in its sole discretion:

- Entries must relate to any one (1) of the themes addressed in the “I Am Digital” campaign.
- Entries must be Word, PDF, JPEG or video format (60 seconds maximum).
- Entries must be in English, Fiji Hindi, Fijian iTaukei, Samoan, Tongan or Tok Pisin.
- Entries must be original to you (or include content that is in the public domain) and must not infringe upon the rights of any third parties. No other person or entity may have rights to your Entry.
- Entries may not mention or depict any identifiable person other than you.
- Entries must not infringe, misappropriate, plagiarize, or violate any rights of any third-party including, without limitation, copyright (including moral rights), trademark, trade secret, or rights of privacy or publicity.

- Entries must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, libelous (including trade libel), disparaging, harassing, threatening, profane, obscene, pornographic or otherwise adult-oriented, hateful, indecent, inappropriate, hurtful of religious sentiments, or injurious to any Released Party or any other party.
- Entries must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, or local laws, rules, or regulations.
- Entries must be suitable for presentation in a public forum.
- Entries must be unpublished prior to being submitted as part of the Contest and may not have been entered into any other contest, sweepstakes, promotion, or competition or otherwise distributed in any way. Entry must not be publicly displayed during the Entry Period except according to these Terms.
- Entries must not create or imply any association between Sponsor and any individual, entity, or anyone else or his, her, or its products and services.
- Entries must not contain any commercial or corporate advertising (including, without limitation, corporate logos, brand names, and slogans), recognizable branded products, or commercial artwork.
- **You agree that your participation in this Contest and agreement to these Terms 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 Contest or grant the rights granted by you in these Terms.**
- **You agree to indemnify the Released Parties against any loss or expense that the Released Parties may sustain or incur on account of any and all claims from any third-party for any use by any Released Party of the Entry authorized pursuant to these Terms.**

**WINNER(S) SELECTION/NOTIFICATION:** At the end of the Entry Period, Entries will be judged by a panel of judges chosen by Sponsor and STC in their sole discretion (“**Judges**”). The Judges will use the following criteria according to the percentage weights indicated (the “**Criteria**”) to evaluate the Entries:

- Applicability to the Theme 50%
- Originality and creativity 40%
- Quality of submission 10%

All Judges’ decisions are final and binding in all matters relating to this Contest. Each Participant acknowledges that other Participants may have created ideas and concepts contained in their Entry that may have familiarities or similarities to his/her Entry (including, without limitation, a similar Entry), and that he/she will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities.

Sponsor reserves the right to contact Participants for verification purposes and administration of the Contest. Winners will be chosen as specifically described, and not using any random drawing or method incorporating chance. The Judges will choose up to twenty (20) of the best submissions (“**Winners**”). If no Entries meet the Judge’s minimal requirements for winning and/or do not adhere to the Submission Requirements, no Entries will be selected.

**WINNERS:** Winners’ Entries will be featured on the relevant country’s Facebook page, as well as a central Pacific Islands Facebook campaign page. **There is no retail value associated with winning this Contest.**

Winner details not specifically stated in these Terms, will be determined in Sponsor’s sole discretion. Sponsor reserves the right to substitute featuring winning Entries with another type of recognition for any reason. Participants waive the right to assert as a cost of winning, any and all costs of verification and redemption and any liability and publicity that might arise winning this Contest.

If you are under the age of majority in your jurisdiction of residence as of the date you win, then your parent(s) or guardian(s) must also agree to be bound by these Terms and/or the conditions related to having a winning Entry in this Contest, and must execute and deliver to Sponsor any documents that Sponsor deems necessary in order for any Participants who are under the age of majority to be named a winner in this Contest and have their Entry featured, including, but not limited to, a release signed by such Participant's parent(s) or guardian(s) on behalf of such Participant in the form designated by Sponsor, in order to be eligible to win this Contest.

You agree to execute and deliver to Sponsor any other documents that Sponsor deems necessary, including, without limitation, pursuant to and local, state or federal laws or requirements.

**LICENSE:** By participating, except where prohibited by law, each Participant (or in the case of a Participant who is a minor, Participant's parent/guardian) 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 Entry (including the Entry and the elements of it) and any other content that comprises the Participant's Entry 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 Entries, administering this Contest (including, without limitation using the winning Entries as described in these Terms), and for advertising and marketing purposes. Each Participant or in the case of a Participant who is a minor, Participant's parent/guardian) 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 his, her, or their (and his/her Entry) trade names and trademarks (including logos) in connection with this Contest and/or Sponsor's use of Entry.

Each Participant hereby acknowledges and agrees that the relationship between the Participant and each of the Released Parties is not a confidential, fiduciary, or other special relationship, and that the Participant's decision to submit his/her Entry for purposes of the Contest 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 Entry (including, without limitation, the Entry), other than as set forth in these Terms. Each Participant understands and acknowledges that the Released Parties have wide access to ideas, text, images, Entries, and other creative materials. Each Participant also acknowledges that many ideas may be competitive with, similar to, or identical to his/her Entry and/or each other in idea, components, format, or other respects. Each Participant acknowledges and agrees that such Participant will not be entitled to any compensation as a result of any Released Party's use of any such similar or identical material that has or may come to such Released Party from other sources. Each Participant acknowledges and agrees that Sponsor does not now and will not have in the future any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of the Participant's copyright or other proprietary rights in and to his/her Entry. Each Participant acknowledges that, with respect to any claim by Participant relating to or arising out of a Released Party's actual or alleged exploitation or use of any Entry, or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Participant will not be irreparable or otherwise sufficient to entitle such Participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Released Party production or material, created or derived from an Entry, and Participant'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 TERMS 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 TERMS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS 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 TERMS 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 PARTICIPANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY (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 CONTEST, 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).**

**ADDITIONAL DISCLAIMERS:** The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the Participant, 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): Entries made by illegitimate means (such as, without limitation, by an automated computer program); any lost, late, 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 Terms, in any Contest-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 Contest or the processing of Entries; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest. Released Parties are not responsible for electronic communications that are undeliverable because of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or voicemail inbox to receive email or voice messages. Released Parties are not responsible, and may disqualify a Participant, if any contact information provided by the Participant does not work or changes without giving prior written notice to Sponsor. Without limiting any other provision in these Terms, the Released Parties are not responsible or liable to any Participant or Winners (or any person claiming through such Participant or Winner) if any of the Contest 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 Contest (except where prohibited by law), each Participant (or in the case of a Participant who is a minor, Participant's parent/guardian) grants the Released Parties the irrevocable, sublicensable, free-of-charge, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, biographical information, any quotes attributable to him or her, 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 him or her, 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 Terms 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.

Sponsor's decisions will be final in all matters relating to this Contest, including interpretation of these Terms, and selection of the Winners. All Participants, as a condition of entry, agree to be bound by these Terms and the decisions of Sponsor. Failure to comply with these Terms may result in disqualification from the Contest. Participants further agree to not damage or cause interruption of the Contest and/or prevent others from participating in the Contest. Sponsor reserves the right to restrict or void participation from any IP address, email address or domain, account, or device if any suspicious Entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void Entries or other participation by any person who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Contest. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and these Terms (including any alleged discrepancy or inconsistency within these Terms), it will be resolved by Sponsor in its sole discretion. Participants waive any right to claim ambiguity in the Contest or these Terms. If Sponsor determines (at any time and in its sole discretion) that any Winner or potential Winner is disqualified, ineligible, in violation of these Terms, 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(s) or potential Winner(s) may have been notified or displayed or announced anywhere. Sponsor's failure to, or decision not to, enforce any provision in these Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms 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 Terms will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Contest is not capable of running as planned, for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest or run the Contest based on eligible Entries 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 Entries by fraudulent means, or is otherwise determined to be in violation of these Terms in an attempt to win, Sponsor may disqualify that person 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 Entry cannot be resolved to Sponsor's satisfaction, such Entry will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES/GOVERNING LAW:** Except where prohibited by law, any and all disputes, claims, and causes of action between a Participant and any Released Party arising out of or connected with this Contest, the determination of any Winner awarded must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a Participant be permitted or entitled to win or receive, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the Participant's actual out-of-pocket expenses (if any), not to exceed ten United States dollars (\$13.27 Australian Dollar), and each Participant further waives all rights to have damages multiplied or increased.

This Contest 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 Contest (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 Entrant 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 Contest.

**RULES/ WINNER(S)?:** A copy of these Terms and information about who won will be available on the “I Am Digital” campaign Facebook pages through May 2021. Winners and winning entries will be posted on the “I Am Digital” campaign Facebook pages through May 2021.

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