

Visa Ad Booster Program: December Edition

Terms (AU)

1. Information on how to apply to be selected for the Visa Ad Booster Program: December Edition ("**Promotion**") forms part of these terms and conditions. By participating, applicants ("**you**") agree to be bound by these terms and conditions. Applications must comply with these terms and conditions to be valid.
2. The Promotion is open to small businesses that meet all of the following criteria:
 - a. employs less than 20 employees;
 - b. based in Australia;
 - c. with a registered Facebook Business account, linked to a Facebook Ads account[; and
 - d. if the small business participated in the Visa Ad Booster Program that ran prior to December 2020, it must not have been selected to receive the tailored ad boost (those small businesses having been identified of their selection on May 29th 2020 and those ad boosts having been distributed on June 1st 2020.
3. Employees (including contractor staff) of the Promoter and their Immediate Families, and any of the Promoter's agencies, suppliers or contractors associated with this Promotion and their Immediate Families, are ineligible to apply. ("**Immediate Family**" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.)
4. The Promoter reserves the right, in its sole discretion, but shall not be under any obligation, to verify the validity of any application or any information provided by an applicant (including his or her age, identity, residential address and any other information relevant to application to, or participation in, this Promotion). If the Promoter, in its sole discretion, carries out any verification, its decision shall be final and you agree not to make any claim or complaint in relation to the same. The Promoter may, in its sole discretion, disqualify any person who submits an application that in the sole opinion of the Promoter is not in accordance with these terms and conditions or who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in manipulating, interfering or tampering in any way with this promotion, or has engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of this promotion. Errors and omissions may be accepted at the Promoter's discretion. Applicants agree and acknowledge that the Promoter shall not be obliged to explain or disclose its reasons for disqualification, and that all disqualification decisions made by the Promoter shall be final and not subject to challenge or inquiry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation are expressly and generally reserved.
5. If there is a dispute as to the identity of an applicant, the Promoter reserves the right, in its sole discretion, to determine the identity of the applicant.
6. This Promotion commences at 00:01am on Monday 30th November and final applications close at 11:59pm AEST on Thursday 10th December 2020 ("**Promotional Period**"). All times are AEDT, as applicable in New South Wales, Australia.
7. Applications must be received before the end of the Promotional Period. Applications are deemed to be made at the time of receipt by the Promoter, not the time of posting or transmission by the applicant. The Promoter accepts no responsibility for any applications not received for any reason (whether or not due to any negligence by the Promoter), including without limitation any technical errors, misdirection or misspellings.
8. Applicants may apply to be selected for the Promotion by completing the form available at <https://www.visa.com.au/campaign/visaadvertisingsupport> during the Promotional Period.
9. By submitting an application, you acknowledge that you are an eligible small business.
10. Incomplete, indecipherable, or illegible applications will be deemed invalid.
11. Luck and chance play no part in determining the outcome of this Promotion. All applications will be judged individually on their merits based on the suitability of the applicant for receiving a Facebook Ads Credit (as defined in clause 14), including having regard to how much they would benefit from such support based on their current advertising and social media presence, as determined by the judges in their sole discretion. All applicants acknowledge and agree that there is an element of subjectivity in the judging criteria. All decisions by the judges will be final and no correspondence will be entered into. Applicants irrevocably agree not to challenge the results of the Promotion or any decision made by the judges.

12. The Promoter may, but is not required to, screen or monitor applications, including for compliance with the requirements set out above. The Promoter will make all determinations as to the compliance and appropriateness of applications in its sole discretion. Applicants irrevocably agree and acknowledge that the Promoter may reject, edit or remove any application at any time without notice and without assigning any reason whatsoever.
13. There will be 18 Facebook ads credits of equal value to be distributed to the selected applicants during the Promotional Period. The total value is AU\$9,000.
14. The 18 applicants selected by the judges in accordance with clause 11 will each receive a Facebook ads credit, valued at AU\$500, to promote the applicant's products or services only ("**Facebook Ads Credit**").
15. Any ancillary costs associated with redeeming a Facebook Ads Credit are not included. Any unused balance of a Facebook Ads Credit will not be awarded as cash. Redemption of a Facebook Ads Credit is subject to compliance with terms and conditions of the issuer, including [Facebook's Advertising Policies](#). The applicant must not reference the Promoter in any ad without the Promoter's prior written consent.
16. Any costs associated with entering this Promotion or claiming a Facebook Ads Credit are the responsibility of the applicant and under no circumstances whatsoever may a claim be brought against the Promoter for any such costs (whether as damages, loss, expense or otherwise).
17. If a Facebook Ads Credit (or part of a Facebook Ads Credit) is unavailable, the Promoter reserves the full right to substitute the Facebook Ads Credit with an alternative prize of equal or greater value and/or specification.
18. The judging will commence at 12pm on Friday 11th December, 2020 at Level 10, 303 Collins Street, Melbourne VIC. The Promoter's decision is final and no correspondence will be entered into. The judges may select additional reserve applicants, which they determine to be the next most suitable, and record them in order, in case of an invalid application or ineligible applicant.
19. The 18 selected applicants will be notified by email on Friday 11th December, 2020.
20. Selected applicants must contact the Promoter and follow the instructions set out in the notification by 10pm AEST, Wednesday 16th December 2020. If for any reason a selected applicant does not take or claim the Facebook Ads Credit by the date stipulated by the Promoter, then the Promoter has the sole right and discretion (without the need for further notification) to select an alternative applicant and the original selected applicant will automatically forfeit the Facebook Ads Credit in such an event. If a Facebook Ads Credit remains unclaimed or unawarded by Thursday 19th December 2020, the Promoter may dispose of the Facebook Ads Credit as it sees fit.
21. The Facebook Ads Credit will be applied to the Facebook Ads account of the applicant by Promoter's media agency partner, Starcom (supported by Promoter's digital marketing agency partner, Scaffidi Hugh-Jones Pty Ltd trading as Kamber) by Tuesday December 22nd, 2020.
22. A Facebook Ads Credit cannot be resold (at a premium or otherwise) or advertised or offered for resale on the Internet or any other medium.
23. A Facebook Ads Credit, or any unused portion of a Facebook Ads Credit, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. All taxes that may be payable as a consequence of receiving a Facebook Ads Credit are the sole responsibility of the selected applicant.
24. In the event of war, terrorism, state of emergency or disaster, epidemic, pandemic (including any outbreak or spread of the coronavirus disease known as COVID-19, including any events, circumstances or conditions that may result therefrom) the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, or suspend or modify distribution of the Facebook Ads Credits.
25. By submitting an application, you grant the Promoter, its affiliates and sub-licensees a non-exclusive, irrevocable, perpetual, royalty-free, worldwide licence ("**Licence**") to use, reproduce, distribute, display, perform, redact, edit, republish, sublicense, translate, copy and create derivative works from your application, for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media now known or hereafter developed, without any payment, compensation or further notification to or permission from you. Pursuant to the grant of the Licence as aforesaid, for the avoidance of doubt you consent to the Promoter, and anyone acting on behalf of the Promoter, doing any act in accordance with the Licence that would otherwise constitute an infringement of any moral or intellectual property rights that you or any other relevant party may have in your application.
26. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud,

the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any applicant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

27. Any cost associated with accessing the Promotion website is the applicant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an applicant to automatically enter repeatedly is prohibited and will render all entries submitted by that applicant invalid.
28. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) exclude 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 Promotion.
29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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:
 - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. any theft, unauthorised access or third party interference;
 - c. any application or Facebook Ads Credit that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - d. any variation in prize value to that stated in these terms and conditions;
 - e. any tax liability incurred by a winner or applicant; or
 - f. use/redemption of a Facebook Ads Credit.
30. To the extent permitted by law, the Promoter (including its officers, employees and agents) will not be responsible for any acts of God, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, tampering, unauthorised intervention, fraud, computer viruses or other events beyond the control of the Promoter which affect the proper conduct or administration of this Promotion, or prevent the awarding of a Facebook Ads Credit in accordance with these terms and conditions. If such event occurs, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion, subject to any written directions from a relevant regulatory authority.
31. As a condition of participating in the Promotion, all applicants (whether or not selected to receive a Facebook Ads Credit) will indemnify the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with this Promotion and its affiliates against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which the Promoter and its affiliates may incur arising out of their participation in the Promotion or (if applicable) the Facebook Ads Credit, by the applicant, any breach of these terms and conditions, or any wrongful or illegal act or omission in the Promotion and/or course of participating in the Facebook Ads Credit, howsoever caused.
32. The Promoter collects personal information ("**PI**") in order to conduct its business and the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Application is conditional on providing this PI and if applicants do not provide their PI they will not be eligible to enter this Promotion. The Promoter will otherwise collect, hold, use, disclose and handle PI as set out in its privacy policy, which can be viewed at <https://www.visa.com.au/legal/privacy-policy.html>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter 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 applicant, and by entering the Promotion applicants give their express consent to the use of their PI for these purposes. The Promoter's Privacy Policy also contains information about how applicants may opt out of marketing communications, how applicants may access, update or correct their PI, how applicants may complain about a breach of the Australian privacy laws or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose the applicant's personal information to any entity outside of Australia.
33. The Promoter may also disclose PI to selected partners, if an applicant consents to such disclosure at the time of application, who may use the information for their own marketing purposes. For details on how PI will be handled by such partners, applicants should view their privacy policy (which will be made available at the time of application, where applicable).

34. The laws of New South Wales, Australia apply to this Promotion to the exclusion of any other law. Applicants submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
35. The promoter is Visa AP (Australia) Pty Ltd (ABN 20 134 885 564) of Level 39, International Tower 2, 200 Barangaroo, NSW 2000, telephone (02) 9253 8864 ("**Promoter**").