

Oceania Electric Vehicle Challenge (“Competition”)

By participating in the Competition, you agree to be bound by these terms and conditions (“**Terms**”). These Terms consist of “Part A – Competition Details” and “Part B – General Terms and Conditions”.

If an entrant (“**you**”) does not accept these Terms, you must not participate in the Competition and will not be eligible for any Prizes offered in the Competition.

Part A – Competition Details

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| Promoter | HERE International LLC. with registered office in Level 1, 4-12 Amsterdam Street, Richmond, VIC 3121 Australia |
| Competition | Oceania Electric Vehicle Challenge |
| Eligible Entrants | <p>The Competition is open to individual persons or teams of persons that are:</p> <ul style="list-style-type: none">• residents legally residing in any of the following countries: Australia, New Zealand, Christmas Island, Cocos Islands, Cook Islands, East Timor, Fiji, French Polynesia, Kiribati, Marshall Islands, Micronesia, Nauru, Niue, New Caledonia, Norfolk Island, Papua New Guinea, Palau, Samoa, Solomon Islands, Tokelau, Tuvalu, Tonga, Vanuatu and Wallis & Futuna; and• aged 16 years and over – entrants under the age of 16 years must have parental/guardian approval to enter and the parent/guardian agrees to the Terms. <p>Employees of the Promoter, their immediate family members and agents or anyone professionally linked to this Competition shall not be entitled to enter.</p> <p>Participation in this Competition is free of charge and no purchase is necessary.</p> |
| Maximum Number of Entries | Only one entry is allowed per person or team. Multiple entries from the same person or team (including from different persons or different email addresses) will be disqualified. |
| Competition Period | Start Date/Time: 00:00 AEDT on 1 June 2020 Close Date/Time: 23:59 AEDT on 30 November 2020 |
| Entry Method | <p>Details on how to enter the Competition are set out in the Oceania EV Challenge portal: [https://www.oceaniaevchallenge.com/] (“Competition Portal”).</p> <p>To enter the Competition, Eligible Entrants will need to collect, record and submit its entry of a valid Electric Vehicle (EV) Charging Station location.</p> <p>An Eligible Entrant shall collect and record as many valid locations of Electric Vehicle (EV) Charging Stations* as possible using the form on the website. The valid locations collected by the Eligible Entrant under its registered email will be consolidated as one entry by the Eligible Entrant.</p> |

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| | *Any Tesla-only EV charging stations and Residential (Domestic home chargers) are not considered as valid locations for the purpose of the Competition and will not count towards final total. | | | | | | | | | | | |
| Judging Date | At the end of each month throughout the competition, the Eligible Entrants will be evaluated against the Judging Criteria. | | | | | | | | | | | |
| Judging Criteria | <p>The Competition is a game of skill, and chance plays no part in determining the winner.</p> <p>At the end of each month, contributing Eligible Entrants will be grouped into Levels 1, 2, 3 and 4 based on the total number of valid EV charging station locations that they have submitted during the Competition Period.</p> <p>Level 1: Submit a minimum of total 3 valid* EV Charging Stations Level 2: Submit a minimum of 10 valid* EV Charging Stations Level 3: Submit minimum of 15 valid* EV Charging Stations Level 4: Submit minimum of 50 valid* EV Charging Stations</p> <p>*A valid EV Charging Stations is a public station that doesn't exist in the embedded HERE map on the competition website at the time of the submission. The embedded HERE map will be updated systematically on the 1st of each month throughout the competition period, including data from the entrant's submissions.</p> | | | | | | | | | | | |
| Winner Determination | The select number of prizes will be awarded to Eligible Entrants in each level, based on the first Eligible Entrants to meet the Judging Criteria. Only one level prize can be won per Eligible Entrant each month i.e. if you meet all four level criteria – you receive the Level 4 prize. | | | | | | | | | | | |
| Prize | <table><tr><td>Level 1</td><td>Selection of HERE Merchandise: Keep Cup, Mobile phone portable charger or wireless charger or 16GB USB</td><td>Only available to the first 100 eligible winners. Winners can choose from a selection of HERE Merchandise</td></tr><tr><td>Level 2</td><td>Selection of: Rugby ball, Scratchy World Map, Thermos Flask, COB Lantern or Selfie Stick</td><td>Only available to the first 20 eligible winners. Winners can choose from a selection of prizes</td></tr><tr><td>Level 3</td><td>Selection of: Mini Drone, Home speaker or Chromecast device</td><td>Only available to the first 10 eligible winners. Winners can choose from a selection of prizes</td></tr></table> | | | Level 1 | Selection of HERE Merchandise: Keep Cup, Mobile phone portable charger or wireless charger or 16GB USB | Only available to the first 100 eligible winners. Winners can choose from a selection of HERE Merchandise | Level 2 | Selection of: Rugby ball, Scratchy World Map, Thermos Flask, COB Lantern or Selfie Stick | Only available to the first 20 eligible winners. Winners can choose from a selection of prizes | Level 3 | Selection of: Mini Drone, Home speaker or Chromecast device | Only available to the first 10 eligible winners. Winners can choose from a selection of prizes |
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| | <table><tr><td>Level 4</td><td>\$50 Prepaid Mastercard Gift (AUD)</td><td>Only available to the first 3 eligible winners who submit a minimum of 50 valid EV charging stations.</td></tr></table> | Level 4 | \$50 Prepaid Mastercard Gift (AUD) | Only available to the first 3 eligible winners who submit a minimum of 50 valid EV charging stations. |
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| Total Pool Value for Prize (per winning entry) | \$2000 AUD, including GST. | | | |
| Winner Notification | The winner will be notified by email by 23:59 AEDT on 7 December 2020, using the contact details provided in the entry. | | | |
| Claim Period | The winner must respond by email or phone call by 23:59 AEDT on 14 December 2020, and provide proof of eligibility in order to claim the Prize. If the winner does not claim the Prize by this date, the winner will forfeit the Prize. | | | |
| Unclaimed Prize | If, after making all reasonable attempts, the Promoter cannot contact the winner or if the winner does not claim the Prize within the Claim Period, the Promoter may, at its sole discretion, select the entrant with the next best entry as the winner or retain the unclaimed Prize. | | | |
| Prize Delivery | To claim the Prize, the winner must provide the Promoter with an Australian mailing address for the delivery of their Prize. The Promoter will, at its expense, deliver the Prize by post to the winner within 14 days from the date the Promoter receives the mailing addresses from the winner. | | | |
| Undeliverable Prize | If the Prize is returned to the Promoter for whatever reason, the Promoter may, at its sole discretion, re-deliver, re-distribute or retain the returned Prize. | | | |
| Publicity | The winner must, at the Promoter’s reasonable request, participate in all promotional and publicity activities (such as photography and filming) surrounding the winning of the Prize, and the winner consents to the Promoter using his or her name and photos in promotional material. | | | |

Part B – COMPETITION TERMS AND CONDITIONS

1. How to enter

- 1.1 To enter the Competition, Eligible Entrants must follow the Entry Method and provide a Competition Submission during the Competition Period as set out in Part A.
- 1.2 An entry is deemed to be accepted at the time the entry is received by the Promoter (and not at the time of submission by the entrant).
- 1.3 The Promoter accepts no responsibility for any lost, delayed, misdirected, undelivered or unreceived entries for whatever reason, including for any technical reason. Proof of delivery of the entry is not proof of receipt by the Promoter.
- 1.4 There is no entry fee and no purchase is required to enter this Competition.

2. Valid Entries

- 2.1 Entries on behalf of another person/team or joint submissions are not allowed.
- 2.2 You may submit up to the Maximum Number of Entries as set out in Part A. If you submit multiple entries in excess of the permitted maximum, only the entry or entries most recently submitted (up to the permitted maximum) will be accepted.
- 2.3 Multiple entries (where permitted) must be submitted separately, and each entry must be unique and original.
- 2.4 The Promoter reserves the right to verify the validity of entries and entrants at any time. This includes requiring an entrant to provide the Promoter with proof of age, identity and/or residency, using suitable identification as determined by the Promoter at its sole discretion.
- 2.5 The Promoter may disqualify any entrant, if the Promoter considers at its sole discretion, that the entrant has breached any part of these Terms, tampered with the entry process or engaged in any improper conduct calculated to jeopardise the fair and proper operation of the Competition.

3. How to win

- 3.1 The Competition is a game of skill, and chance plays no part in determining the winners.
- 3.2 All entries will be judged on the Judging Date in accordance with the Judging Criteria as set out in Part A.
- 3.3 The judges' decision is final and no correspondence will be entered into.

4. Prizes

- 4.1 The winners will be awarded the Prizes as set out in Part A.
- 4.2 Prizes may be subject to additional supplier's terms and conditions.
- 4.3 Prizes may not be transferred, offered for resale, resold, or redeemable for cash.
- 4.4 The winner is (and the Promoter is not) responsible for any tax, custom charges or other costs arising from the Prize winnings.
- 4.5 Each winner is required to independently declare and pay any applicable taxes and charges that a Prize may give rise to in the winner's jurisdiction.
- 4.6 If for whatever reason a Prize (or any part of it) is unavailable at the time the winner is announced, the Promoter reserves the right to substitute any Prize (or any part of it) for an item of similar value. The Promoter accepts no responsibility for any variation in the value of the Prize (or any part of it).
- 5 The Promoter will not compensate any Prize that cannot be redeemed or received by a winner due to customs or other local regulations or that is damaged, delayed or lost by postal, courier or other mail service.

5. How winners will be notified

- 5.1 The winners will be notified on the date and in the manner as set out in the Winner Notification section in Part A.
- 5.2 If the Prize has not been accepted or claimed within the Claim Period as set out in Part A, the relevant winner's entry will be deemed invalid, and the Promoter will, at its sole discretion, redistribute or retain the Prize in the manner as set out in the Unclaimed Prize section in Part A.
- 5.3 The Promoter will deliver the Prizes in accordance with the Prize Delivery section as set out in Part A.
- 5.4 To the maximum extent permitted, the Promoter accepts no responsibility for lost, delayed, damaged, undelivered, misdirected, or unreceived Prizes or mail. The Promoter may, in its sole discretion, re-deliver, re-distribute or retain any undelivered or returned Prize.

6. Privacy

Information to be provided pursuant to Article 13 of Regulation (EU) 679/2016 (the General Data Protection Regulation, GDPR)

- 6.1 Personal data provided voluntarily will be processed, primarily using electronic methods

and analysis tools, including for statistical analysis, by HERE Global BV for completion of all stages relating to the Competition. In addition, it will be processed so as to comply with administrative regulations and other general obligations imposed by current Dutch law and by EU decisions and stored for the period of time established by these regulations. It is obligatory to provide the data requested for the aforesaid purposes and failing to do so will make it impossible to carry out management operations relating to the Competition and to comply with legal requirements.

- 6.2 Subject to their express consent, the winners' data will be published via communications media, including on the internet, and in informational and promotional material in digital and paper form.
- 6.3 Additionally, subject to your express consent, your data will be processed by the controller for the purposes of distributing promotional and marketing information, including sending newsletters, promotions of goods and services, vouchers, surveys and market research. This promotional contact will be made via email, telephone, text message, and by post.
- 6.4 Where you have consented to promotional contact (marketing), the data will be stored in our archives for as long as it is considered that there is still an interest in the HERE services about which you requested information, or following the exercise of your rights to object to processing for marketing purposes. In this case also, once the storage period has expired the data will be anonymised to produce statistics, and all identifying data will be destroyed by deleting it from our archives.
- 6.5 The persons authorised for data processing are sales and marketing personnel, call centre staff, and IT systems and data security personnel.
- 6.6 Pursuant to Articles 15-21 GDPR, by writing to the controller at their postal address or by email oceania.community@here.com, you may exercise your rights to consultation, modification, erasure and the right to be forgotten, the right to restriction of processing or to object to processing on legitimate grounds or for informational and promotional reasons, including via certain means of contact only (e.g. email, landline and mobile phone, text message, by post). If not specific, the objection will be extended to all means of contact. Should you revoke your consent, which you may do at any time, it is understood that this shall not prejudice the legality of processing based on

consent previously given or alternative mechanisms of consent provided by law. You also have the right to file a complaint with the supervisory authorities to enforce your rights. Again, by sending an email to oceania.community@here.com, you may request a full and updated list of those responsible for data processing. The Data Protection Officer can be contacted via email henri.kujala@here.com and/or tel. +4930200073152 for information relating to data processing.

- 6.7 Lastly, you have the right to data portability, namely to receive your personal data in a structured, commonly used and machine-readable format and the right to transmit that data directly to another independent controller, so that the latter may process it within the limits you have set.

7. Your Obligations

- 7.1 When participating in the Competition, you must comply with these Terms and all applicable laws and regulations, including intellectual property, privacy, antidiscrimination and criminal laws.
- 7.2 Without limiting the previous paragraph, you must not submit any content or material that:
 - (a) infringes the copyright, moral rights, privacy rights or confidentiality rights of any third party;
 - (b) contains any virus or other damaging material;
 - (c) is inappropriate, defamatory, abusive, obscene, vulgar, offensive, involves unlawful discrimination, threatens, intimidates or harasses any person; or
 - (d) is otherwise inconsistent with the spirit of the Competition or which is potentially damaging to either the Promoter or any third party's image or reputation.
- 7.3 You warrant to the Promoter that: (a) you are eligible to participate in the Competition in accordance with these Terms; (b) you have not and will not breach these Terms; (c) all contents and materials you submitted as part of the entry are original works, and do not infringe any rights (including intellectual property rights) of any third party; and (d) to the best of your knowledge, all details provided with the entry are true and accurate.
- 7.4 A breach of the warranty set out in this condition will result in the entry being invalid.
- 7.5 You indemnify the Promoter (and will keep the Promoter indemnified) against all losses, damages and costs incurred by the Promoter arising from or in connection with your breach of the above warranties.

8. Intellectual Property

- 8.1 You grant the Promoter a worldwide, non-exclusive, royalty-free, licence-free, sub-licensable, transferable, perpetual and irrevocable licence to use, copy, store, reproduce, modify, adapt, make derivative works of, display, publish, distribute, perform, broadcast, communicate, commercialise, and exploit the content and materials you submitted as part of your entry (including your name and comments) for any purpose (including commercial, promotional, marketing or publicity purposes).
- 8.2 You agree that the Promoter and its authorised licensees may do (or omit to do) any acts in respect of your content which may otherwise constitute an infringement of your moral rights. Without limiting the foregoing, you agree that the Promoter may fail to attribute you as the author of the content, and that the Promoter may publish an edited or adapted version of your content, for legal, editorial or operations reasons.

9. No Warranty

- 9.1 The Promoter does not guarantee that access to the Competition Portal will be uninterrupted or that it is free from viruses or anything else which may damage any computer which accesses the Competition Portal or any data on such a computer.
- 9.2 The Promoter makes no representation or warranty in relation to any of the Prizes (including quality, suitability or merchantability).
- 9.3 Nothing in these Terms restricts, excludes or modifies (or purports to restrict, exclude or modify) any statutory consumer rights under any applicable law.

10. General

- 10.1 To the fullest extent permitted by law, by participating in this Competition, each entrant agrees to release, discharge and hold harmless Promoter, its parents, affiliates and subsidiaries for any damage, loss, injury (including indirect or consequential loss) suffered by any entrant entering the Competition or any Competition related activity or the acceptance, possession, use or misuse of any awarded Prize. However, nothing shall exclude the Promoter's liability for death or personal injury as a result of Promoter's intentional or gross negligence.

- 10.2 The Promoter is not responsible for any technical problems or human error that may result in a registration, submission or entry not being received or being lost or damaged or for any destruction or alteration thereof, or unauthorized access to the website.
- 10.3 The Competition may be communicated to entrants through various channels at the sole discretion of the Promoter: direct mail, newsletter, the Promoter's social media channels. This Competition is however in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other social network or media.
- 10.4 If this Competition 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 because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right, in its sole discretion (a) to disqualify any entrant; or (b) modify, suspend, terminate or cancel this Competition, as appropriate.
- 10.5 If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms, the Promoter will not be liable for any failure to perform or delay in performing its obligation.
- 10.6 The Promoter reserves the right, in its sole discretion, to modify, the terms and conditions of this Competition or of these Terms. The Promoter's decisions regarding any aspect of the Competition is final.
- 10.7 This Competition shall be governed by Australian law and subject to the exclusive jurisdiction of the courts of Australia.
- 10.8 Any queries regarding the Competition should be directed to oceania.community@here.com or [+61432656233] during normal business hours in Melbourne VIC, Australia.