

## Kinde Speed Run – Terms and Conditions

### Schedule

<b>Promotion</b>	Kinde Speed Run
<b>Promoter</b>	Kinde Australia Pty Ltd ABN 11 655 096 263 Suite 2 Level 5, 6/10 O'Connell St, Sydney, New South Wales 2000, Australia 0424070192 competitions@kinde.com <a href="https://kinde.com/">https://kinde.com/</a>
<b>Promotional Period</b>	Start Date: 00:00 Pacific Time (PT) 12/2/24 End Date: 00:00 Pacific Time (PT) 26/2/24
<b>Prize</b>	The Prize is a MacBook Pro M3 Pro 14" + \$10,000 in Kinde credits
<b>Entrants</b>	Entry is open to individuals around the world aged eighteen (18) years or over or who have the consent of their legal guardian ( <b>Entrants</b> ). Employees (as well as their immediate family members) of the Promoter, retailers, suppliers and associated companies and agencies are not eligible to enter in the Promotion.
<b>Entry Procedure</b>	Create an application using the Kinde software by visiting the competition page at <a href="https://kinde.com/speedrun/">https://kinde.com/speedrun/</a> and locating the linked Google Form. You must create an account, provide all mandatory information on the form, agree to the Terms & Conditions and click submit. Entrants must enter the Promotion in their own name and will be required to provide all mandatory information, including the Entrant's full name and email address.  Entrants must record a video of themselves integrating Kinde with their existing product or any language boilerplate.  Entrants must post the video to Twitter with the hashtag #kindespeedrun.
<b>Special Offer</b>	The first 100 Entrants will receive a Kinde T-Shirt (sizes are subject to availability and cannot be guaranteed).  To qualify for this Offer you must: <ul style="list-style-type: none"> <li>● Submit an entry in accordance with the Entry Procedure; and</li> <li>● Your entry must be one of the first 100 entries we receive for this promotion.</li> </ul> We will notify you if you have qualified for this Offer by email.  You may only qualify for this Offer once. An Entrant who makes multiple entries within the first 100 entries will only receive a free T-Shirt on their first entry.  The free T-Shirt cannot be exchange for cash or other items.
<b>Maximum Number of Entries</b>	There is no limit to the number of videos that Entrants can submit to win the Promotion.

<b>Determination Details</b>	<p>The Entrant who submits a video that meets the below criteria (as determined by the Promoter) by the End Date will be the Winner.</p> <p><b>Criteria:</b></p> <ul style="list-style-type: none"> <li>● The video in the entry must clearly show the working code – but please obscure API keys or delete your application after posting;</li> <li>● The video must show the fastest time to integrate with Kinde – clock starts ticking from the first codebase edit and ends after the Entrant can demonstrate a successful auth callback and user getting added in the Kinde application;</li> <li>● No scripting;</li> <li>● Your face needs to be in the video the entire time;</li> <li>● We need to be able to see the time. Suspicion of doctoring your time will result in a null entry. To avoid this, position a timer on a phone or watch in the video;</li> <li>● Entries are only counted if you have published the video of you completing it to a public X.com account and you have submitted it to the Google Form linked on <a href="https://kinde.com/speedrun/">https://kinde.com/speedrun/</a>, and your entries to the form are valid; and</li> <li>● Kinde reserves the right to reject an entry on suspicion of not following the rules.</li> </ul>
<b>Notification of Winners</b>	Winners will be notified via email.
<b>Redemption Date</b>	The Winner has 14 days from the Determination Date to accept the Prize.
<b>Privacy Policy</b>	<a href="https://kinde.com/docs/important-information/privacy-policy/">https://kinde.com/docs/important-information/privacy-policy/</a>

### Terms & Conditions

1. The Schedule and these Terms and Conditions govern the Entrant's participation in the Promotion. Participation in the Promotion is deemed acceptance of these Terms & Conditions.
2. To enter the Promotion, Entrants must complete the Entry Procedure during the Promotional Period.
3. Entrants may enter the Promotion up to the Maximum Number of Entries.
4. The use of automated entry software or other mechanical, electronic or other means that allow an Entrant to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by the Entrant invalid.
5. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms & Conditions or any other content guidelines notified by the Promoter.
6. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant.

### Prize Determination

1. The winner of the Promotion (**Winner**) will be determined in accordance with the Determination Details.
2. The Winner will be notified as specified in the Schedule.
3. Entrants are responsible for all expenses incurred when entering the Promotion and accessing, claiming and/or using the Prize (unless otherwise stated on the Site).

4. The Promoter's decision is final and no correspondence will be entered into with Entrants regarding the decision.
5. If a Winner's entry is deemed or found to be invalid, the Promoter may redraw or decide on another winning entry.

#### Prizes

6. The Prize(s) are specified in the Schedule. **THE PRIZE IS NOT TRANSFERRABLE AND NOT REDEEMABLE FOR CASH.**
7. If any Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter reserves the right to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.

#### Claiming Prizes

8. The Prize(s) must be claimed by the Redemption Date in accordance with any claim instructions set out in the Schedule, or it will be deemed forfeited by the Entrant. The Promoter may require the Winner(s) to provide relevant evidence in order to claim the Prize, such as proof of identity, age, and any relevant proof of purchase.
9. The Promoter will deliver the Prize in accordance with the Schedule. Should circumstances outside the Promoter's control occur, which cause a delay in delivery of the Prize, the Promoter will not be liable.

#### General

10. **Personal information:** The Promoter collects personal information from all Entrants in order to conduct the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. Please see the Promoter's Privacy Policy (linked in the Schedule) and any privacy collection notice provided, for more information about how the Promoter handles your personal information. By providing personal information to the Promoter, the Entrant agrees to the collection, use, storage and disclosure of that information as described in this clause 11 and the Promoter's Privacy Policy.
11. **Non-Excludable Guarantees:** Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any legislation which cannot lawfully be excluded or limited, including the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or any other applicable State or Territory legislation (**Non-Excludable Guarantees**).
12. **Consequential Loss:** Despite anything to the contrary, but subject to the Non-Excludable Guarantees, neither party will be liable under these Terms & Conditions for any consequential, special or indirect loss including but not limited to loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
13. **Liability:** A party's liability for any liability in relation to these Terms and Conditions will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other party, including any failure by that other party to take reasonable steps to mitigate its loss.
14. **Force Majeure:** Neither party will be liable for any delay or failure to perform their respective obligations under these Terms and Conditions if such delay or failure is caused or contributed to by a Force Majeure Event. **Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or

- shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
15. **Online entries:** If a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The Promoter may ask any Entrant to provide the Promoter with proof that they are the authorised account holder of the email address associated with the entry.
  16. **Legal Warning:** Any attempt to cause malicious damage or interference with the normal functioning of the Site or to otherwise undermine the legitimate operations of the Promotion may be a violation of criminal and civil laws and the Promoter reserves the right to seek damages to the fullest extent permitted by law.
  17. **Social Media:** The use of social media is subject to the prevailing terms and conditions of use of the social media platform. Unless otherwise indicated in these Terms and Conditions, the Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform. If an Entrant uses social media to participate in the Promotion, the Entrant understands that they are providing their information to the Promoter and not to any social media platform. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. By participating in the Promotion, the Entrant releases the applicable social media site from all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs associated with the Promotion.
  18. **Currency:** Unless expressly stated otherwise, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
  19. **Amendments:** If for any reason any aspect of this Promotion is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
  20. **Jurisdiction:** These Terms and Conditions are governed by the laws of the States and Territories in which the Promotion is conducted and the Commonwealth of Australia. Entrants submit to the jurisdiction of the courts of their State or Territory.
  21. **Dispute Resolution:** In the event of a dispute, Entrants must contact the Promoter and attempt to resolve the dispute in good faith. If the matter cannot be resolved, either party may refer the matter to a mediator. The costs of the mediation will be shared equally between the parties.
  22. **Intellectual property rights:** All intellectual property rights in the entries vest in the Promoter upon submission of the relevant entry. Where the Promotion involves submission of any materials including but not limited to answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (**Content**), all Entrants represent, warrant and agree that:
    - (a) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
    - (b) the Content must be the work of the individual submitting it;
    - (c) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
    - (d) Entrants have obtained all appropriate consents and/or permission relating to a person who appears in, or whose property appears in, the Content;
    - (e) the submission of the Content does not infringe the intellectual property rights of any third party and that the Content they are submitting is their own work and that they own the copyright for it;
    - (f) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;
    - (g) the Promoter may use their likeness, image and/or voice in the event that the Entrant is the Winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Promoter. The Entrant will not be entitled to any remuneration for such use.