Xero™ Beautiful Business Fund Contest Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE CONTEST IS VOID WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION. THIS CONTEST IS BEING CONDUCTED UNDER THE PARTICIPATING COUNTRY LAWS. You are providing your information to Xero Limited, 19-23 Taranaki Street, Te Aro, Wellington 6011, New Zealand ("Xero" or "Promoter").

THIS CONTEST IS NOT OPEN TO THE GENERAL PUBLIC. This Contest is open to Xero eligible small business customers (as defined in Section #1 below) as of 23 August 2023.

BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. <u>DO NOT SUBMIT AN ENTRY WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.</u>

1. CONTEST TIMING: The Xero Beautiful Business Fund Contest (the "Contest" or "Competition") will be conducted in three (3) phases as described below in these Official Rules ("Official Rules").

A. PHASE ONE: Small Business Contest Registration And Entry.

Eligible Xero small business customers (either the business owner or a designated employee) whose company is located in the 50 United States and the District of Columbia, Canada (excluding Quebec), South Africa, New Zealand, the United Kingdom, Singapore, or Australia that has between 0-50 employees and is a paying Xero subscriber (either directly or via a Xero Accounting or Bookkeeping Partner) at the time of entry and at the time of announcement of the Winners ("Eligible Entrant" and "Participating Countries") and is operating on a for profit or not for profit basis will eligible register and enter for participation Xero.com/beautiful-business-fund beginning Wednesday, 23 August 2023 at 10:00 a.m. New Zealand Time ("NZT") and ending Friday, 6 October 2023 at 5:00 p.m. local time in your country (AEST, NZDT, BST, PDT, SAST or SGT) (the "Entry Period"). When entering, the Entrant must select one (1) of the four (4) entry categories ("Entry Category") available for Contest submissions, as later defined in section #3 below.

B. PHASE TWO: **Judging**: judges defined as a panel of judges nominated by the Promoter in its sole and absolute discretion (the "**Judges**").

All Eligible Entries will be reviewed for compliance with these Official Rules and, if compliant, will be made available for the respective Entry Category judging. The Judges will judge each eligible shortlisted entry, based on a pre-defined judging criteria, as later described in these Official Rules, to select one (1) winning entry in each Entry Category per Participating Country (each a "Regional Winner" up to 28 regional category winners in all) to advance to the Final Global Judging to select one

(1) global winner (each a "Global Winner") in each of the four (4) Entry Categories. The Promoter's designated database clock will be the timekeeper for the Contest. The Prize-winners will be announced on or about November 14, 2023.

C. PHASE THREE: Global Finalist Judging:

Each Finalist entry will be judged based on the same pre-defined judging criteria utilized in Phase Two of this Contest to select one (1) Global Winner in each of the four (4) Entry Categories. The Prize-winners will be announced on or about November 14, 2023.

Entry in the Contest does not constitute entry into any other promotion, contest, scheme, sweepstakes, or random draw. By participating in the Contest, each Eligible Entrant (each an "Entrant") unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Promoter, or WYNG, 360 Park Avenue S., 20th Floor, NY, NY 10010 USA. (the "Administrator") whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

- 3. ELIGIBILITY: This Contest is only open to entry from a Participating Country (as defined in Rule #1 Section A). By participating in this Contest, each Entrant: (a) agrees to be bound by these Official Rules and by the interpretations of these Official Rules by Promoter and by the decisions of Promoter; (b) acknowledge compliance with these Official Rules; (c) represents and warrants that Entrant meets all eligibility criteria set forth in these Official Rules; and (d) agrees to comply with any and all applicable federal, provincial, territorial and local country laws, rules and regulations. LIMIT: One (1) original Contest Registration and Entry per Contest Category per small business. Entries in excess of this limit will be disgualified if discovered by the Promoter. The following are not eligible to participate in the Contest: employees or contractors of Xero or any of its respective affiliated entities subsidiaries, vendors, advertising or promotion agencies, (collectively, the "Contest Entities"), or any of their respective immediate family members or people living in their same household. Eligibility is subject to all Participating Country laws and regulations. All entries submitted are the property of the Promoter and will not be returned. Eligible Entrants must be in good standing with Xero and its affiliates throughout the entire term of the Contest, including, without limitation, the date(s) on which Prizes are actually awarded.
- 4. HOW TO ENTER: All submissions must be in ENGLISH. Eligible Entrants must: complete all of the required information on the registration form including uploading a video (mp4 file, not to exceed :90 seconds in length), selecting an Entry Category to enter; and complete the registration process by agreeing to the Official Rules and successfully submitting your entry. If you wish to enter more than one (1)

category, you must complete and submit a full registration for each Entry Category selected.

Follow these steps to enter:

- **A)** Registration will include, without limitation business name as set forth in the Xero subscription, contact information of key person submitting Entry, valid email address, phone number, complete postal address of registered business, plus additional company specific information.
- B) Selecting an Entry Category (see below):

Entry Category #1:

Innovating for sustainability: For small businesses who want to take the next step on their sustainability journey. For example, it could be to move to sustainable packaging, implement energy-efficient equipment or carbon neutral transport.

Entry Category #2:

Trailblazing with technology: For small businesses seeking to innovate. This could include digitalising parts of their operations or integrating new emerging technologies.

Entry Category #3

Strengthening community connection: For small businesses or non-profits who strive to give back to their communities. It could be to contribute to philanthropy, social good, or make an impact on the community in a meaningful way.

Entry Category #4

Upskilling for the future: For small businesses seeking to support upskilling for themselves or their employees. This could include access to training and other professional development opportunities.

Video Entries should address: Brief background on the business being submitted, the Entry Category entered, what the business plans to use funds for, and why your business is in need of funding. It's important to be future focused, detailing how the fund would benefit your business.

LIMIT: One (1) original Contest Registration and Entry per Contest Category per small business. Entries in excess of this limit will be disqualified if discovered by the Promoter.

Entry Notes:

Any attempted form of entry other than as described herein is void. Promoter will determine in its sole discretion, what constitutes a valid entry ("Eligible Entry"). All materials submitted become the property of the Promoter and will not be returned or acknowledged.

Promoter reserves the right to cancel or modify the Contest if fraud, misrepresentation, or technical failures impair the integrity of the Contest as determined by the Promoter, in

its sole discretion, and to award Prizes based on Eligible Entries received prior to the cancellation.

If an Entrant registers for, or otherwise participates in the Contest via a wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received according to the terms and conditions of Entrant's service agreement with its wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on Entrant's mobile phone bill or be deducted from its prepaid account balance. Wireless carriers' rate plans may vary, and Entrant should contact their wireless carrier for more information on messaging rate plans and charges relating to their participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Promoter is not responsible for any charges or lack of functionality of wireless devices.

Prohibited Content:

Eligible Entries must be the original work of the Entrant and must not violate the rights of any other party, including, but not limited to; intellectual property rights (such as copyrights) or rights of privacy/publicity. Entries must **NOT** contain:

- (a) advertising or commercial content for any party other than Xero or promotional partners of the Contest designated by Xero, if any;
- (b) content that endorses/promotes illegal or harmful activity; or (c) violent, profane, vulgar, obscene, defamatory or otherwise objectionable material.

Assignment of Rights:

By participating, and for and in consideration of such participation, each Entrant hereby irrevocably assigns to Xero and its affiliates all right, title and interest in, to and under Entrant's Contest entry.

Entrant's Representations: By participating in the Contest, each Entrant represents and warrants that their Entry is indeed Entrant's original work product and that it does not infringe the rights of any third party (including, but not limited to, copyrights and rights of publicity/privacy), and that Entrant has the right to submit such Entry and assign its rights in, to and under the Entry to Xero and its affiliates.

Entry Notes: Once any Entry is submitted, Entrant cannot access/revise such entry in any way. Entries made on another's behalf by commercial contest/prize draw subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited and any Entries deemed by Promoter, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an Entry cannot be resolved to Promoter's satisfaction, the affected Entry will be deemed ineligible.

By entering, all Entrants release the Promoter, Judges and Administrator and their respective parent, subsidiary and affiliated entities including, all of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns from and against all claims and damages arising out of or in connection with each Entrant's participation and/or entry in the Contest and/or his/her receipt or use of a Prize unless Promoter was willfully responsible or acted with gross negligence.

Promoter is not responsible for problems downloading or uploading any Contest-related information to or from the Contest website, or for any other technical malfunctions of electronic equipment, computer or online systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Promoter on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to website entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Contest.

5. JUDGING FOR PHASE #2 & #3:

The following assessment criteria will be used to determine which applicants are selected to receive the funding provided through the Xero Beautiful Business Fund.

The regional and global judging panels will be made up of a minimum of five judges. The regional judging will occur first and each judge will assess the quality of shortlisted submissions based on this criteria and assign between 1-5 points for each question listed below (5 being the best). Each judge will then add up all the points for each applicant and identify their top three highest scoring submissions. The totals from the top three highest scoring submissions from each judge will be calculated to identify the regional winner in each category. There will be a total of 28 regional winners, one from each region for each category that will be put forward to the global judging panel to conclude the global winner for each of the four categories.

The global judges will assess the 28 regional winners based on the same criteria and assign between 1-5 points for each question listed below (5 being the best). From there, each judge will add up all the points for each applicant and identify their top three highest scoring submissions. The totals from the top three scorers from each judge will be calculated to identify the global winner in each category, for a total of four global winners.

Overall:

- 1. Does the applicant make the case for why they should receive funding? (5 points)
- 2. Does the applicant share their personal story around why they got into business are they thoughtful, passionate and genuine? (5 points)
- 3. Does the applicant clearly demonstrate or explain how the funding could positively impact their business? (5 points)

Total points available: 15

Categories:

- Innovating for sustainability
 - Does the applicant demonstrate a clear plan or path towards becoming a more sustainable business? (5 points)
 - Does the applicant outline the positive impacts sustainability will have on their business? (5 points)
 - Does the applicant show how sustainability is a long-term part of the business' strategy or goals? (5 points)
 - o Total points available: 15

Trailblazing with technology

- Does the applicant demonstrate a clear plan or path towards digitalising parts of their operations or incorporating new technology into their business? (5 points)
- Does the applicant explain how new emerging technologies will positively impact and change the way they operate or serve their customers? (5 points)
- Does the applicant show how innovation is a long-term part of the business' strategy or goals? (5 points)
- Total points available: 15

Strengthening community connection

- Does the applicant demonstrate how they bring people together and make an impact on their local community? (5 points)
- Does the applicant show specific plans or a path towards contributing to philanthropy or social good? (5 points)
- Does the applicant show how community and impacting their local community is a long-term part of their strategy or goals? (5 points)
- o Total points available: 15

Upskilling for the future

- Does the applicant demonstrate a clear plan or goals around upskilling themselves or their employees? (5 points)
- Does the applicant show how they will benefit from training and development for themselves or employees? (5 points)
- Does the applicant show how upskilling and professional development is a long-term part of the business' strategy or goals? (5 points)
- Total points available: 15

In the event of a tie, an additional "tie-breaking" Judge will judge the tied Entries based on the above stated criteria to determine the winning entry.

At the conclusion of Phase #2 one (1) entry with the highest Judges score, in each Entry Category (four (4) in all, will advance to Phase #3 (pending verification).

At the conclusion of Phase #3, the entry with the highest Judges score in each Entry Category will be the Global winners (pending verification).

6. PRIZES: Only the prizes listed below (each, a "**Prize**") will be awarded in this Contest. The chart below details the Prize by Participating Country.

COUNTRY FINALISTS' PRIZES:

Country Prize:	Prize:	Number of Prizes to be
		awarded:
United States	US\$12,500	4 (one (1) per Entry
		Category)
Canada	CA\$15,000	4 (one (1) per Entry
		Category)
South Africa	R250,000	4 (one (1) per Entry
		Category)
New Zealand	NZ\$20,000	4 (one (1) per Entry
		Category)
United Kingdom	£10,000	4 (one (1) per Entry
		Category)
Singapore	SG\$15,000	4 (one (1) per Entry
		Category)
Australia	AU\$20,000	4 (one (1) per Entry
		Category)

GLOBAL GRAND PRIZES:

Entry Category:	Number of	Prize amount based on
	Winners:	the country Winner
		resides and entered
		from:
Entry Category #1	1	NZ\$50,000 / US\$30,000 /
		CA\$40,000 / R545,000 /
		£25,000 / SG\$40,000 /
		AU\$50,000
Entry Category #2	1	NZ\$50,000 / US\$30,000 /
		CA\$40,000 / R545,000 /
		£25,000 / SGD \$40,000 /
		AUD \$50,000
Entry Category #3	1	NZ\$50,000 / US\$30,000 /
		CA\$40,000 / R545,000 /
		£25,000 / SG\$40,000 /
		AU\$50,000
Entry Category #4	1	NZ\$50,000 / US\$30,000 /
		CA\$40,000 / R545,000 /
		£25,000 / SG\$40,000 /
		AU\$50,000

ALL PRIZES TO BE AWARDED IN THE NAME OF THE COMPANY SUBMITTED WHEN REGISTERING IN THIS CONTEST. LIMIT: One (1) Finalist Prize per Entrant. LIMIT: One (1) Global Grand Prize per Entrant.

PRIZE NOTES:

- Prizes are provided on an "as is" basis, without any warranty of any kind. Prizes are non-transferable.
- Prize Winners (as defined below) are responsible for any and all applicable federal, state, provincial, territorial, and local taxes, if any, and any other unspecified expenses associated with acceptance or use/misuse of the Prize.
- No substitution or transfer of a Prize is permitted. If a Prize or a Prize notification is returned as undeliverable or if there is any non-compliance with these Official Rules or if Winner fails to respond within the applicable time period, it will result in forfeiture of the Prize and will be awarded to the Entrant whose Entry has the next highest Judges' score in the relevant Entry Category ("Alternate Winner") as determined by the Judges.
- Winner must fully comply with these Official Rules. Promoter or Promoter's representative reserves the right to deny Contest eligibility or a Prize to any Entrant (with no further compensation) who engages in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- 7. WINNER NOTIFICATION: Prize Winners will be notified on or about October 31, 2023. Winners may be contacted prior to the October 31, 2023 date listed above, and such winner notification may not be promoted, announced or made public prior to the Promoters release of the Winners list on or about November 14, 2023. Conduct of the Contest is under the supervision of the Promoter and the Administrator. Prize Winners will be notified via email, phone or mail based on the information supplied during the applicable registration process. The Prize Winners will be required to reply, confirming Prize Winner's e-mail address, formal company name, full company mailing address and phone number within (48) hours of notification. Winning Entrants ("Prize Winners") will be required to execute an Affidavit or Declaration of Eligibility, a Liability Release, and (where legal) a Publicity Release, and W-9 taxpayer request for identification (U.S. only) (collectively, "Prize Claim Documents"). If any Prize Winner fails or refuses to sign and return all Prize Claim Documents within five (5) business days of Prize notification, the Prize Winner may be disqualified and an Alternate Prize Winner may be selected. Once eligibility has been verified and the Promoter receives the Prize Winner's requested information, the Promoter will arrange to award the applicable Prize. Prize Winners must reply with all required information in order to receive their Prize. Prize Winners may be required to provide a copy of a bank statement showing details of the company name and bank account number, or a screen shot from the Prize Winner's internet banking showing the bank logo, the bank account name and the bank account number, in order to verify bank account details for the Prize to be paid into.

Prize Winners must also complete any additional legal documents provided by Promoter (if any) with respect to the Prize and return them as instructed within the timeframe specified, or Prize Winner may forfeit Prizes at Promoter's sole discretion. If a Prize Winner is unable to participate in or accept the Prize or any portion of the Prize for any reason, Promoter will have no further obligation to the potential Prize Winner. Prize or Prize Claim Documents returned as undeliverable will result in forfeiture of Prize. All Prize winnings will be paid to Prize Winners within two weeks of receipt of all necessary verification and other legal documents as set out in these terms and conditions. Promoter expressly reserves the right to delay the announcement of Prize Winners, or any of them, for any reason Promoter deems necessary. In addition, Promoter reserves the right to select an alternate prize winner in the event that any potential Prize Winner fails to comply with these Official Rules or fails to execute required documentation (including, but not limited to, the Prize Claim Documents) within the timeframe specified.

8. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS:

Winner Publicity Requirements. Acceptance of the Prize shall constitute the Winner's agreement and consent for Promoter and its designees to use, in perpetuity, winner's and his/her name, company name, likeness, photo, and/or Prize information (including, without limitation, country, city and state/province/territory of residence), including application photos, images or video submitted by the Winner as part of the Contest, and any additional photography, filming, case studies or other promotional materials created with the Winners by the Promoter and/or its designees, in connection with this Contest for promotional, advertising or other purposes, in any manner, worldwide, in any and all media, whether now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

Acceptance of a Prize constitutes permission for Promoter and its affiliates, and its and their designees to use Entrant's and Prize Winners name for purposes of advertising, promotional and other purposes in any and all media now or hereafter known throughout the world for a period of three (3) years from the conclusion of the Contest, without further compensation, notification or permission unless prohibited by law.

9. DISQUALIFICATION: Promoter reserves the right in its sole discretion to disqualify any individual who is found to have tampered with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to disparage, annoy, abuse, threaten or harass any other person, and Promoter reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No incomplete, forged, software-generated or other automated multiple entries will be accepted. The invalidity or unenforceability of any provision of these rules shall 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 rules shall otherwise remain

in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

10. LIMITATION OF LIABILITY AND INDEMNITY: Neither Promoter, Judges, Administrator, the Contest Entities, nor any of their respective parents, subsidiary or affiliated entities or any of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns (the "Released Parties") shall be held responsible for, and Entrants hereby releases the Released Parties from any and all claims arising from or in any way relating to: (i) the entry submission and participation in the Contest; (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error which may occur in the administration of the Contest or the processing of entries; (vi) any injury or damage to persons or property. including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest (vii) use of any Prize and (viii) the judging process including the outcome of the Contest.

By participating in the Contest, all Entrant's and Prize Winners agree to indemnify, defend and hold harmless Released Parties from any and all damages, claims, personal injury (including emotional distress), and liability (including, but not limited to, reasonable attorney's fees and costs) arising out of or relating in any way to Entrants' and Prize Winners' participation in Contest and acceptance or use or misuse of any Prize and to release all rights to bring any claim, action or proceeding against Released Parties. This includes, but is not limited to, any and all claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss or damage of any kind, or any other harm suffered directly or indirectly arising from or in connection with potential Prize Winner's/Entrant's participation in and/or entry into the Contest or acceptance or use of any Prize or, including but not limited to, traveling to, preparing for and/or participating in any Contest or Prize-related activity and for any claims based on publicity rights, defamation, invasion of privacy, and Prize delivery.

11. DISQUALIFICATION/FORCE MAJEURE: In the event an insufficient number of Eligible Entries are received in any Contest Entry Category or Promoter is prevented from awarding any Prize or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Promoter's

control (each a "Force Majeure" event or occurrence), then Promoter shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Promoter will (if possible) cause the Judges to judge all Eligible Entries received as of the date of the event, giving rise to the termination. Inclusion in such judging shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prize described in these Official Rules will be awarded.

12. DISPUTE RESOLUTION/GOVERNING LAW.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW ZEALAND WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration or resolution in small claims court as set forth in these Official Rules and/or in connection with the judicial enforcement of any arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the appropriate courts located in New Zealand. The parties agree not to raise the defense of forum non conveniens.

The foregoing notwithstanding, both parties retain the right to seek relief in small claims court for any dispute or claim falling within the scope of such court's jurisdiction.

- 13. Promoter's Privacy Policy. Entrant is providing his or her information to Promoter. Use of Data. Entrant's Personal Information: Promoter and Administrator will be collecting personal data about Entrants online, in accordance with their respective privacy policies. Please review Promoter's privacy policy at https://www.xero.com/us/about/legal/privacy/, Administrator's privacy policy at https://www.wyng.com/privacy-policy/
- 13.1 Any personal data submitted as part of the Contest will be stored and processed on behalf of the Promoter as data controller in accordance with applicable data protection laws. Entrants agree that such data may be used for the purposes of administering the Contest, to contact Winners of the Contest, and for such other purposes as stated in these Official Rules. Winner's name will be provided on request.

Purposes for processing personal data in this Contest - The Promoter collects the personal data of participants exclusively for the purposes of organising the management of the Contest and communicating with participants and other related projects run by the Promoter. Personal data provided by participants shall only be used in accordance with this Privacy Policy. As permitted in accordance with applicable laws, by entering the Contest, the participants agree that their data may be used to contact them in connection with the Contest and for publicity purposes as stated above.

- 13.2 Consent By providing personal data to the Promoter, Participants are consenting to its use in accordance with the Privacy Policy.
- 13.3 Retention of data The Promoter will not keep Personal Data relating to participants in the Contest for longer than is necessary for the purposes determined above. Data relating to participants will be retained by the Promoter for a reasonable period after the Contest finishes to assist the Promoter in operating the Contest in a consistent manner and to deal with any queries relating to the Contest.

- 13.3 Third parties for the purposes of organisation and management of the Contest, the collected personal data will be transferred to selected third parties (for example, the Administrator). These third parties will not use your personal information for any other purposes than what Promoter has agreed with them. The Promoter requests those third parties implement adequate levels of protection in order to safeguard your personal information. Except as set out in this privacy policy, the Promoter will not disclose any personally identifiable information without your permission unless the Promoter is legally entitled or required to do so (for example, if required to do so by legal process or for the purposes of prevention of fraud or other crime) or if the Promoter believes that such action is necessary to protect and/or defend our rights, property or personal safety and those of our users/customers or other individuals.
- 13.4 Collection of non-personal information the Promoter may automatically collect non-personal information about you such as the type of internet browsers you use or the website from which you linked to the application or the Promoter's website. The Promoter may also aggregate details which you have submitted to the site (for example, your age and the county/country where you live). You cannot be identified from this information and it is only used to assist the Promoter in providing an effective service for the purposes of the Contest.
- 13.5 Security of personal data The Promoter has implemented technology and policies with the objective of protecting your privacy from unauthorised access and improper use and will update these measures as new technology becomes available, as appropriate.
- 13.6 Contact Us A request to access, update or correct any information should be directed to the Promoter of the Contest.
- 13.7 Your personal data will be transferred to the United States. Pursuant to EU law pertaining to data collection and processing, as an EU resident, you have a right of access to, modification and withdrawal of your personal data. You also have the right of opposition to the data collection under certain circumstances. To exercise such right, you may write to: Data Controller Xero Limited., 19-23 Taranaki Street, Te Aro, Wellington 6011, New Zealand The data controller and the data recipient is the Promoter. Your data will be transferred outside the European Union.
- <u>14. WINNERS LIST</u>: Visit <u>www.xerobeautifulbusinessfund.com</u> on or around November 14, 2023
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