

aQuellé Spread Kindness, Spread Joy

Commencement Date: 3 June 2020

By uploading your Kindness Story to the aQuellé website, you agree to the following terms and conditions:

1. To have aQuellé publish the material uploaded, without giving recognition to, or obtaining the consent from the author of the material, on promotional mediums and online platforms at aQuellé's sole discretion.
2. aQuellé, its directors, members, partners, employees, agents, consultants, suppliers, contractors and sponsors assume no liability whatsoever for any direct or indirect loss or damage arising from an entrant's participation in this campaign or for any loss or damage, howsoever arising.
3. All information relating to this campaign and published on any promotional material or platform forms part of these terms and conditions of entry.
4. To opt in to receive marketing information, updates, special offers etc. from aQuellé until such time as the entrant decides to opt out of receiving such marketing material.
5. Entrants' contact details (contact number and email address) will never be published or made public or accessible in any way to any other person or entity
6. If aQuellé deems an entry inappropriate according to the Online Policy or becomes aware that any content is deep fakery or in any way untrustworthy, it shall remove the content with immediate effect without any explanation.
7. Only adults may participate and any material or images provided will be deemed to have been provided by an adult, or an adult who is a lawfully competent and recognised person who has the lawful right to place material or images of a minor. aQuellé or those authorised by them may call for any verifiable proof that an entrant is an adult.
8. These terms and conditions may be varied without notice or consent.
9. Material may not be altered misused or commercially exploited.
10. You agree not to use data collected from our website for any direct marketing activity including without limitation email marketing, SMS marketing, telemarketing and direct mailing.
11. You undertake to ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libelous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) depict violence in an explicit, graphic or gratuitous manner;
- (k) be pornographic, lewd, suggestive or sexually explicit;
- (l) be untrue, false, inaccurate or misleading;

- (m) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;

ONLINE POLICY

aQuellé reserves the right to edit, repurpose and manage all content but will, in particular, not allow any content such as (but not limited to):

- a. discriminatory content which, amongst other things, discriminates in any way according to race, religion and gender.
- b. offensive language including profanity, hate speech, vulgarity and defamation.
- c. images / content which could be regarded as inappropriate, distasteful or offensive.
- d. bullying, abuse, threats, intimidation and stalking.
- e. messages that are unlawful, fraudulent or deceptive.
- f. trolling and spam.
- g. uploaded files with malware that may damage or hijack users' computers or information or cause privacy breaches.
- h. links to unrelated or irrelevant content (e.g. offers, appeals for donations, link baiting, deep linking).
- i. unrelated/irrelevant posts to another individual's comment that can be considered as spam.
- j. company, product and personal promotion or advertising.
- k. calls for donations/financial assistance.
- l. complaints by or about aQuellé staff, retailers and suppliers