

*****NOTE TO ALL AUSTRALIAN USERS*****

Currently Australian users are able to purchase e-tickets in-app. E-tickets can be exchanged to follow the Predictions of other users for a limited period of time, or can be converted into SportsHero Coins for use in the e-Store. **E-tickets are only for these purposes and are not used for any form of any form of wagering in competitions.**

SportsHero Limited

SportsHero Platform Application Terms and Conditions

INTRODUCTION

These Terms and Conditions apply to the use of the SportsHero AU Platform, including the iPhone and Android mobile applications currently available on the Apple App Store and the Google Play Store, and entry into Competitions through the SportsHero AU Platform.

SportsHero makes available an online platform for individuals to participate in dynamic, skill-based predicting competitions relating to specific sporting codes.

Included as part of these Terms and Conditions are:

Annexure A – General “Free-to-Play” Competition Terms

Annexure B – General Terms for use of SportsHero AU Platform

Annexure C – Dictionary of Definitions

ANNEXURE A

“FREE-TO-PLAY” – GENERAL COMPETITION TERMS

General

1. This Annexure A sets out terms and conditions regarding Competitions entered via the SportsHero AU Platform. Terms and conditions regarding general use of the SportsHero AU Platform are set out in Annexure B.
2. The Promoter is SportsHero Limited (ABN 98 123 423 987) of 29 Brookside Place, Lota Queensland 4179 (**Promoter**).
3. Entry into a Competition deems acceptance of these Terms and Conditions. To the extent of any inconsistency between these Terms and Conditions and any other reference to these Competitions, these Terms and Conditions prevail.
4. Registration on the SportsHero AU Platform and entry into Competitions conducted through the SportsHero Applications is free, and is open to all residents of Australia and the rest of the world, unless otherwise stated, and subject to it being legal to enter and play in such jurisdictions.
5. In general terms:
 - (a) In order to climb the rankings of the SportsHero leaderboards, users will be required to successfully make predictions of varying difficulties. Easier predictions provide an opportunity for steady progression, whilst more skilled users who correctly predict difficult picks will be able to climb the leaderboards more quickly.
 - (b) Participants who enter into Competitions will be eligible to win prizes subject to the rules of the relevant Competition. For the time being Competitions are run in respect of football (soccer), but as sporting seasons come and go Sports Hero remains focused on bringing its' user base new and exciting ways to test their sports-predicting skills against each other.
6. Information on how to enter and scoring as posted on the SportsHero AU Platform forms part of these Terms and Conditions. These Terms and Conditions serve as separate Terms and Conditions for the Competitions being conducted for any of the Codes referred to on the SportsHero AU Platform. Any persons not complying with these Terms and Conditions are ineligible and the Promoter reserves its absolute right to disqualify any person from the Competitions if any entries do not comply with these Terms and Conditions. Entry into any Competition is deemed to constitute full and unconditional acceptance of these Terms and Conditions.
7. There is no consideration payable by residents of Australia to enter the Competitions.
8. The Promoter reserves the right, in its sole discretion, to verify the identity of any Participant. If the individual is found to have registered as more than one Participant in any single Competition, the Promoter reserves the right to disqualify the Participant, or restrict their access to the Competitions.
9. The Promoter however reserves the right not to accept any registration:
 - (a) for any Participant if the registration contains anything defamatory or is otherwise offensive or inappropriate in any way, as determined by the Promoter in its absolute discretion, or
 - (b) any registration that the Promoter reasonably suspects have been created using a computerised scripting tool.

10. The Participant's registration, participation in any Competition and use of the message board functions over the SportsHero AU Platform can be withdrawn at any time during or after any Competition due to defamatory or otherwise offensive or inappropriate conduct, including any such conduct on the SportsHero AU Platform, or any other actions that violate these Terms and Conditions, as determined by the Promoter in its absolute discretion. Participants are strictly prohibited from marketing, promoting, offering or selling any goods or services over the SportsHero AU Platform and any such actions shall be deemed a breach of these Terms and Conditions and cause for removal.
11. Promoter reserves the right to remove any content that is defamatory or otherwise offensive or inappropriate, as determined by Promoter in its sole discretion.

Competition Entry

12. Subject to clause 3 and the rules of any particular Competition, entry is open to persons over the age of 18, as of the date of entry, who have fulfilled the requirements set out below.
13. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter Competitions. 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.
14. Information about Participants is used by the Promoter to assess and process registration in the Competition. If an applicant does not provide the required information, the Promoter cannot process the registration. All entries become the property of the Promoter and will be entered into a database. Information emanating from the Participant's participation in Competitions is used by the Promoter and its agents for the purpose of determining Competition results. Participants hereby give their consent to publishing their name and score in the relevant results section of the Website and Platform, and as otherwise set out in these Terms and Conditions. The Promoter will not be held responsible for any loss of reputation, status or otherwise in connection with a Participant's predicting selections and consequential results. It is a condition of entry into Competitions that Participants consent to these uses and disclosures of their information.
15. The use of any automated entry software or any other mechanical or electronic means that permits any person to enter any Competition repeatedly is prohibited and all Participants or entries reasonably suspected of originating from a Participant engaging in such practices will be terminated at the Promoter's sole discretion.
16. By entering any Competition all entrants:
 - (a) assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
 - (b) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns licensees and successors in title; and
 - (c) undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.
17. SportsHero reserves the right, at any time, to verify the validity of Participants' User registrations and site activity and the eligibility of applicants and Participants (including an applicant's or Participant's identity, age and place of residence) and to disqualify

any Participant who submits a registration, prediction or any other information that is not in accordance with these Terms and Conditions or who tampers with the registration or any processes of the website (including but not limited to tampering by way of use of techniques designed to avoid the payment of SMS costs). Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

18. Notwithstanding SportsHero's rights to not accept or to subsequently disqualify a Participant, or of SportsHero's rights as outlined under Annexure B, SportsHero will not be liable for any legal action arising out of any Participant's name or postings on the SportsHero AU Platform being defamatory or unsightly to the public at large, except for any liability that cannot be excluded by law. By participating in the Competition, the Participant agrees to indemnify the Promoter, its agents, contractors and related companies from any legal action, claim or dispute arising in relation thereto.
19. Entries must include all requested contact details, and comply with the relevant Competition Rules, to be eligible to win.

E-tickets and "Heroes"

20. E-tickets are a form of digital currency created by SportsHero for use within the SportsHero digital environment. The relevant exchange rate is set out in the SportsHero Applications. Users are able to purchase e-tickets "in-app" or via a linked third-party intermediary such as Paypal. E-tickets are linked to the User Accounts through which they were purchased and cannot be transferred, exchanged or redeemed except as set out below.
21. E-tickets are not needed to participate in Competitions, and may only be:
 - (a) exchanged for one (1) week of access to the open Predictions of other Users nominated, in the absolute discretion of SportsHero, as "**Heroes**"; or
 - (b) converted into SportsHero Coins (but not vice versa), at a rate to be determined by SportsHero in its' absolute and sole discretion.
22. There is a limit of 50 e-tickets purchasable by a User (per bundle) at any one time.
23. The maximum value of e-tickets and SportsHero Coins associated with a particular User Account at any one time is US\$1,000 in total. Attempted credits to your account that exceed this threshold may not be credited to your User Account until your activity falls below this threshold.
24. Promoter may, upon reasonable notice, change or impose different User Account balance and usage limits from time to time. You will be notified by e-mail of any change to the account balance and usage limits within sixty (60) days before the entry into force of the said change. Your continued use of the User Account more than thirty (30) days after the entry into force of the changes, will constitute your acceptance of the changes. If you don't agree to the changes, your only remedy is to terminate your account.
25. Subject to clause 9 of Annexure B of these Terms and Conditions, e-tickets have no cash value and are not redeemable for cash.

Winners and Prize Delivery

26. Winners will be notified by email or notification through the SportsHero AU Platform within two (2) days of the Competition prize draws.
27. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to

provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

28. The Promoter reserves the right to rejudge or redraw a Competition in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
29. For relevant Competitions, judges' decisions in relation to any aspect of the competition are final and binding on each person who enters. No correspondence will be entered into.
30. The Promoter accepts no responsibility for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable, unless otherwise specified, and for geographic or other reasons may be substituted with prizes to an equivalent value in the discretion of Promoter. With the exception of cash prizes, prizes cannot be taken as cash. Prizes will be sent to the winner's nominated address or User Account, as stated in the rules of each competition. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
31. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
32. Participants agree that in winning a Competition, they will participate and co-operate as required in all reasonable editorial and promotional activities relating to the Competition. Without limitation, such activities may include being reasonably:
 - (a) interviewed by Promoter;
 - (b) photographed by Promoter;
 - (c) required to provide and/or feature in promotional video content such as, but not limited to, "winners' reaction" and "prize unwrapping" videos, and advertisements; and
 - (d) required to be part of on SportsHero "Hero" panels, as developed over time.

The winners agree to granting the Promoter a perpetual and non-exclusive licence to use such editorial and promotional content in all media worldwide, including online social networking sites. The winners (and their companions) will not be entitled to any fee for such use.

Limitations of liability for Competitions

33. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - (a) whilst undertaking any travel won on or connected with their entry into any Competition;
 - (b) in the participation in any Competition;

- (c) due to a Participant's predictions that are not received or which are received and subsequently corrupted or rejected by the SportsHero AU Platform; whether or not after receipt by the Promoter;
- (d) as a consequence of late, lost or misdirected mail, email SMS or phone calls;
- (e) due to the broadcast of any program relating to the Competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
- (f) any injury or damage to an entrant's, or any other person's, computer software or phone; or
- (g) any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.

Prize delivery matters

34. In respect of any prizes:

- (a) the Promoter shall not be liable for any claim, loss or damage either direct or consequential arising out of any defects arising from the supply or use of the goods;
- (b) the Promoter will not be responsible in any way for any damage caused by negligence, wilful damage, acts of God, misuse or failure to care properly for the goods.
- (c) if the Promoter has any liability which is not otherwise excluded, the Promoter's liability is limited, at its election, to:
 - (i) replacing the goods or services, or supplying similar goods or services;
 - (ii) repairing the goods or services;
 - (iii) providing the cost for replacing the goods or services, or for acquiring equivalent goods or services;
 - (iv) providing the cost for having the goods or services repaired;
- (d) Any dates specified for delivery are estimated dates only;
- (e) Participant shall inspect all goods delivered and must note any deficiencies before acknowledging receipt;
- (f) No refunds or returns under any circumstances; and
- (g) any consumer warranty from the manufacturer will be passed through, and the Promoter will have no further liability.

35. Some Competitions will award winners SportsHero Coins as prizes (**'Coin Prizes'**). Coin Prizes are only redeemable for products in the SportsHero e-Store. Coin Prizes may be exchanged for products in the e-Store (but not vice versa), at a rate to be determined by SportsHero in its absolute and sole discretion, and this may have regard to equivalent pricing for the products on amazon.com at the time the products are purchased by SportsHero.

36. There is no guarantee any products, or any suitable products, will be available in the SportsHero e-Store at any time. Products in the e-Store are determined exclusively by SportsHero in its' discretion, and may include items such as Playstation and Xbox consoles.
37. Coin Prizes are valid for redemption for up to six (6) months from when they are won. Promoter reserves the right to cancel Coin Prizes not redeemed within six (6) months.
38. User Accounts may only accrue a total of 1000 of SportsHero Coins and/or Coin Prizes. Users accept that any SportsHero Coins or Coin Prizes beyond this limit may not be added to User Accounts.
39. In the event that a User terminates their account or the Promoter discontinues provision of the SportsHero Applications or the SportsHero AU Platform, any unredeemed Coin Prizes and accrued SportsHero Coins shall be void and of no further value. SportsHero may, in its' absolute and sole discretion, provide Users with compensation in respect of any voided Coin Prizes or SportsHero Coins.

Further Terms and Conditions for Competitions

40. The Promoter reserves the right to amend these Terms and Conditions if a Competition cannot be run as originally planned. The Promoter may also cancel or suspend Competitions if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of any g Competition. The Promoter may disqualify any individual who has tampered with the entry process or any other aspect of a Competition.
41. In the event there is a dispute concerning the conduct or administration of any Competition, the decision of the Promoter is final and no correspondence will be entered into.
42. Any cost associated with accessing the SportsHero AU Platform is the Participant's responsibility and is dependent on the communications service provider used. A Participant electing to access the SportsHero AU Platform may be subject to content service fees imposed by its telecommunications provider. No revenue sharing or commission arrangement exists between the Promoter and the communications provider in relation to any such transactions.
43. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

ANNEXURE B

GENERAL TERMS FOR USE OF SHO AU PLATFORM

1. SPORTSHERO AU PLATFORM DESCRIPTION AND CONTRACT

- 1.1. SportsHero makes available an online platform for individuals who register as users to participate in skill-based predicting competitions relating to specific sporting codes. Participation in Competitions is not mandatory, Success in the predicting-competitions is measured by placement on leaderboards, and some users at the top of each leaderboard will be eligible to win a prize. Unless explicitly specified otherwise in the SportsHero AU Platform, SportsHero's responsibilities are limited to facilitating the availability of the SportsHero AU Platform and SportsHero AU Platform.
- 1.2. The description of the SportsHero AU Platform may be reviewed and updated from time to time, and any updates provided here.

2. USER ACCOUNT

- 2.1. In order to access and use the SportsHero AU Platform a person must register to create a User Account.
- 2.2. Registering and creating a User Account with SportsHero is free. However, to create a User Account and use the SportsHero AU Platform you must be able to form a legally binding contract under applicable law. The SportsHero AU Platform is not available to persons under 18 years of age. If you do not qualify to use the SportsHero AU Platform, you must not use the SportsHero AU Platform.
- 2.3. If you register a User Account you understand that SportsHero will access, make available and store (if applicable) any specifically authorised content that you have provided so that it is available on and through the SportsHero AU Platform via your User Account.
- 2.4. Depending on the TPAs you may choose to associate your User Account with, and subject to the privacy settings that you have set in such TPAs, personally identifiable information that you post to your TPAs will be available on and through your User Account on the SportsHero AU Platform. If a TPA or associated service becomes unavailable or SportsHero's access to such TPA is terminated by the third-party service provider, then TPA Content will no longer be available on and through the SportsHero AU Platform. Please note that your relationship with the third-party service providers associated with your TPAs is governed solely by your agreement(s) with such third-party service providers. SportsHero makes no effort to review any TPA Content for any purpose, including but not limited to for accuracy, legality or non-infringement and SportsHero is not responsible for any TPA Content.
- 2.5. A User Account can only be created in the name of an individual.
- 2.6. While you are registered with SportsHero you must maintain control of your User Account. You may not deal with your User Account in any way (including by allowing others to use your User Account or by transferring or selling the User Account or any of its content to another person).
- 2.7. At its sole and absolute discretion, SportsHero may refuse to allow any User to register or create a User Account, or may cancel or suspend any existing User Account.
- 2.8. Your User Account will be created for your use of the SportsHero AU Platform and is based upon the personal information you provide to us or that we obtain via a User Account as described above. You may not have more than one (1) User Account. You agree to provide accurate, current and complete information during the registration

process and to update such information to keep it accurate, current and complete. SportsHero reserves the right to suspend or terminate your User Account and your access to the SportsHero AU Platform and SportsHero AU Platform if you create more than one (1) User Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms and Conditions.

- 2.9. You are responsible for safeguarding your password to your User Account. You agree that you will not disclose your password to any third party.
- 2.10. You are not permitted to share your User Account with anyone or allow others to access or use your User Account.
- 2.11. You expressly agree that SportsHero has no responsibility and makes no warranty as to the truth, accuracy or completeness of any aspect of any information provided by Users. SportsHero does not verify this information.
- 2.12. You agree that SportsHero may contact you via telephone, text messages, email or through the SportsHero AU Platform in the provision of access to the SportsHero AU Platform.
- 2.13. You agree that SportsHero may contact you by telephone or text messages at any of the phone numbers provided by you or on your behalf in connection with a User Account, including for marketing purposes.
- 2.14. If SportsHero determines at its sole discretion that you have breached any obligation under these Terms and Conditions it reserves the rights to cancel or suspend your User Account.

3. END USER LICENCE AGREEMENT

- 3.1. SportsHero Applications are made available via the Apple App Store and Google Play Store and are licensed, not sold, to you. Your licence to each of the SportsHero Applications is subject to your prior acceptance of this End User Licence Agreement ('**EULA**') and these Terms and Conditions. SportsHero as licensor reserves all rights in and to the SportsHero Applications and SportsHero AU Platform not expressly granted to you under this EULA.
- 3.2. SportsHero grants to you a non-transferable license to use the SportsHero Applications on any Apple-branded or Android products that you own or control and as permitted by the Apple Usage Rules and these Terms and Conditions ('**Licensed Application**'). This EULA will govern any content, materials, or services accessible from or purchased within the Licenced Application as well as upgrades provided by SportsHero that replace or supplement the original Licenced Application, unless such upgrade is accompanied by its own licence. Except as provided in the Apple Usage Rules or equivalent rules in respect of Android phones, you may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sublicense the Licensed Application and, if you sell your device to a third party, you must remove the Licensed Application from the device before doing so. You may not copy (except as permitted by this license and the Apple Usage Rules), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Licensed Application).

4. USER'S OBLIGATIONS

- 4.1. You agree that at all times you will comply with these Terms (including all SportsHero

policies) and all applicable laws and regulations.

- 4.2. You must not use the SportsHero AU Platform for any illegal or immoral purpose.
- 4.3. You grant to SportsHero an unrestricted, worldwide, royalty-free licence to use, reproduce, modify and adapt any content and information posted on the SportsHero AU Platform for the purpose of including that material and information on or through the SportsHero AU Platform and as otherwise may be required to provide the SportsHero AU Platform, for the general promotion of the SportsHero AU Platform and as permitted by these Terms.
- 4.4. Any information posted on SportsHero AU Platform must not, in any way whatsoever, be potentially or actually harmful to SportsHero or any other person. "Harm" includes, but is not limited to, economic loss that will or may be suffered by SportsHero. Without limiting any provision of these Terms, any information you supply to SportsHero, through the SportsHero AU Platform or to any other User must be up to date and kept up to date and must not:
 - (a) be false, inaccurate or misleading or deceptive;
 - (b) be fraudulent or involve the sale of counterfeit or stolen items;
 - (c) infringe any third party's intellectual property rights;
 - (d) violate any applicable law, statute, ordinance or regulation;
 - (e) be defamatory, libellous, threatening or harassing;
 - (f) be obscene or contain any material that, in SportsHero's sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images;
 - (g) contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of the SportsHero AU Platform, including, but not limited to viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information.

5. DISCLAIMERS

- 5.1. If you choose to use the SportsHero AU Platform, you do so at your sole risk.
- 5.2. SportsHero explicitly disclaims any warranties of merchantability, satisfactory quality, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. SportsHero makes no warranty that the SportsHero AU Platform will meet your requirements or be available on an uninterrupted, secure, or error-free basis. SportsHero makes no warranty regarding the quality of any Users or the SportsHero AU Platforms, or collective content, or the accuracy, timeliness, truthfulness, completeness or reliability of any collective content obtained or generated through the SportsHero AU Platforms, or that any particular results will be achieved.
- 5.3. SportsHero does not guarantee that SportsHero AU Platforms will be delivered in a timely fashion or at all.
- 5.4. No advice or information, whether oral or written, obtained from SportsHero or through the SportsHero AU Platforms or collective content, will create any warranty not expressly made herein.

6. PRIVACY

- 6.1. SportsHero's Privacy Policy, which is available at <https://sportshero.mobi/privacy/>, applies to all Users and forms part of these Terms. Use of the SportsHero AU Platform confirms that you consent to, and authorise, the collection, use and disclosure of your personal information in accordance with SportsHero 's Privacy Policy.

7. MODIFICATIONS TO THESE TERMS

- 7.1. SportsHero may modify these Terms and Conditions and/ or its' policies (and update the SportsHero pages on which they are displayed) from time to time.
- 7.2. If you do not agree with any changes to these Terms and Conditions (or any of our policies), you must terminate your User Account and stop using the SportsHero AU Platform. Except as specifically described in or authorised by these Terms and Conditions, these Terms and Conditions and any SportsHero Policy cannot be amended except in writing signed by you and SportsHero.

8. INTELLECTUAL PROPERTY

- 8.1. The SportsHero AU Platform is protected by copyright, trade mark, and other laws of Australia and other countries. You acknowledge and agree that the SportsHero AU Platform, including all associated intellectual property rights, is the exclusive property of SportsHero and its' licensors. You will not remove, alter or obscure any copyright, trade mark, service mark or other proprietary rights notices incorporated in or accompanying the SportsHero AU Platform. All trade marks, service marks, logos, trade names, and any other proprietary designations of SportsHero used on or in connection with the SportsHero AU Platform, and SportsHero content are trade marks or registered trade marks of SportsHero in the Australia and abroad. Trade marks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the SportsHero AU are used for identification purposes only and may be the property of their respective owners.
- 8.2. By making available any User Content on or through the SportsHero AU Platform, or through SportsHero promotional campaigns, you hereby grant to SportsHero a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free licence, with the right to sublicense, to use, view, copy, adapt, translate, modify, distribute, licence, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content on, through, by means of or to promote or market the SportsHero AU Platform. SportsHero does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.

9. GENERAL

- 9.1. These Terms are governed by the laws of New South Wales, Australia. You and SportsHero submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
- 9.2. A failure by SportsHero to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person, User or Participant.
- 9.3. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').

- 9.4. 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 entry or prize claim 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 Participant;
 - (f) the use or claiming of a prize;
 - (g) any lost, misdirected or corrupt emails or communications over, to or from the SportsHero AU Platform;
 - (h) the SportsHero AU Platform not being available for use at any time;
 - (i) a Participant's predictions that are not received or which are received and subsequently corrupted or rejected by the SportsHero AU Platform, whether or not after receipt by the Promoter; or
 - (j) any loss or damage whatsoever (including but not limited to direct, indirect or consequential loss) or personal injury suffered or sustained in connection with a User's participation in a Competition, otherwise relating to the conduct of a Competition or any damage, however caused, including failure of the SportsHero AU Platform or incorrect or corrupt data supplied by the SportsHero to a User.

ANNEXURE C

DICTIONARY OF DEFINITIONS

In these Terms and Conditions, the following capitalised words and phrases have the meanings set out opposite them:

“Code” means any of the sporting codes listed and made available for Predictions on the SportsHero AU Platform;

“Coin Prize” means any prize won in a Competition which consists of one or more SportsHero Coins;

“Competition” means any free-to-play MoD, Monthly Competition, SPS Competition or ST Competition conducted by the Promoter over the SportsHero AU Platform;

“Match of the Day Competition” or **“MoD Competition”** means a free-to-play competition of mixed skill and chance run on a daily basis in accordance with the Competition Rules outlined in the relevant competition menu within the SportsHero Applications;

“Monthly Competition” means a skill-based free-to-play competition conducted by the Promoter over the course of a month in accordance with the Competition Rules outlined in the relevant competition menu within the SportsHero Applications;

“Participant” means a person or user who is eligible to participate and registers for, or participates in, any of the Competition(s) by logging into a SportsHero AU Platform with their username and password;

“Pay-to-Play Competitions” means either or both SportsHero Affiliate Competitions and SportsHero User Competitions;

“Prediction” means a particular prediction in response of a question regarding a Competition;

“Promoter” means SportsHero Limited (ABN 98 123 423 987) of 29 Brookside Place, Lota Queensland 4179;

“SportsHero” has the same meaning as Promoter;

“SportsHero Affiliate Competition” means a Competition hosted by an entity affiliated with Promoter (such as a sponsor), under terms and conditions to be determined on a case by case basis and made available when entering the competition;

“SportsHero Applications” means the relevant mobile applications downloaded from the App Store and the Google Play stores in Australia;

“SportsHero AU Platform” means Website and the SportsHero Applications;

“SportsHero Coin” means a token that may be awarded by Promoter in recognition of a Participant’s skill and/or success in a particular Competition, which may only be redeemed in the SportsHero e-Store, and does not constitute any kind of payment instrument or object of value outside of the SportsHero Applications and SportsHero AU Platform;

“SportsHero e-Store” means the online store made available over the SportsHero AU Platform from which Users may, from time to time and in accordance with the “Free to Play” General Terms, be able to acquire e-tickets, or products in exchange for SportsHero Coins;

“SportsHero User Competition” means a Competition consisting of User-submitted questions, as accepted by Promoter and subject to any further terms between Promoter and the relevant User;

“Super Prize Series Competition” or “SPS Competition” means a skill-based free-to-play competition conducted by the Promoter over the course of two months in accordance with the Competition Rules outlined in the relevant competition menu within the SportsHero Applications;

“Super Tipper Competition” or “ST Competition” means a skill-based free-to-play competition conducted by the Promoter over the course of a week in accordance with the Competition Rules outlined in the relevant competition menu within the SportsHero Applications;

“User” means a user, Participant, and any other person that visits, views, downloads or uses the SportsHero AU Platform in whole or part, including by establishing a User Account;

“User Account” means a SportsHero user account established by a User in accordance with clause 2 of “Annexure B - General Terms of Use for SportsHero AU Platform”;

“User Content” means all content that a User posts, uploads, publishes, submits, transmits, or includes in their User Account or SportsHero promotional campaign to be made available through the SportsHero AU Platform; and

“Website” means the website of the Promoter currently available at <https://sportshero.mobi/>.