

SPORTSHERO LIMITED

SPORTSHERO MOBILE APPLICATION TERMS AND CONDITIONS

Introduction

These Mobile Applications Terms and Conditions (**'Mobile App Terms and Conditions'**) apply to the use of the SportsHero Mobile Apps and entry into Competitions through the SportsHero Mobile Apps.

SportsHero makes these applications available for individuals to participate in dynamic, skill-based predicting relating to specific sporting codes.

Included as part of these Terms and Conditions are:

Annexure A – Mobile App Competition Terms

Annexure B – General Terms for use of SportsHero Mobile Apps

Any undefined, capitalised terms in these Mobile App Terms and Conditions share their meaning as in the Definitions in Schedule C of the SportsHero Platform Terms and Conditions available at <https://sportshero.live/terms-and-conditions/>.

ANNEXURE A

MOBILE APP COMPETITION TERMS

General

1. This Annexure A sets out terms and conditions regarding Competitions entered via the SportsHero Mobile Apps. Terms and conditions regarding general use of the SportsHero Mobile Apps are set out in Annexure B.
2. The promoter of Competitions over the SportsHero Mobile Apps is SportsHero Limited (ABN 98 123 423 987) of 29 Brookside Place, Lota Queensland 4179 ('**Promoter**'). Competitions are run by Promoter and are in no way affiliated with Apple, Google or any other owner or operator of an app store or distribution platform.
3. The creation of a User Account, use of the SportsHero Mobile Apps, and/or entry into a Competition deems acceptance of these Mobile App Terms and Conditions. In respect of Competitions occurring over the SportsHero Mobile Apps, to the extent of any inconsistency between these Mobile App Terms and Conditions and any other reference to Competitions, these Mobile App Terms and Conditions prevail.
4. Registration on the SportsHero Mobile Apps and entry into Competitions conducted through the SportsHero Applications is free, and is open to all Users subject to it being legal to enter and play in their jurisdiction.
5. In general terms:
 - (a) In order to climb the rankings of the SportsHero leaderboards, users will be required to successfully make predictions regarding the certain Outcomes relevant to certain Codes or Competitions.
 - (b) For the time being Competitions over SportsHero Mobile Apps are run in respect of rugby, 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 about Competitions (e.g. how to enter them, or how they are scored) as posted on the SportsHero Mobile Apps forms part of these Mobile App Terms and Conditions. These Mobile App Terms and Conditions serve as separate terms and conditions for the Competitions being conducted for any of the Codes referred to on the SportsHero Mobile Apps. Any persons not complying with these Mobile App Terms and Conditions are ineligible and Promoter reserves its absolute right to disqualify any person from the Competitions if any entries do not comply with these Mobile App Terms and Conditions. Entry into any Competition is deemed to constitute full and unconditional acceptance of these Mobile App Terms and Conditions.
7. There is no consideration payable by to enter the Competitions over SportsHero Mobile Apps.
8. 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, Promoter reserves the right to disqualify the Participant, or restrict their access to the Competitions.
9. 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 Promoter in its absolute discretion, or
 - (b) any registration that Promoter reasonably suspects have been created using a computerised scripting tool.
- 10. A Participant's registration, participation in any Competition and use of the message board functions over the SportsHero Mobile Apps 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 Mobile Apps, or any other actions that violate these Terms and Conditions, as determined by Promoter in its absolute discretion. Participants are strictly prohibited from marketing, promoting, offering or selling any goods or services over the SportsHero Mobile Apps 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 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 Promoter to assess and process registration in the Competition. If an applicant does not provide the required information, Promoter cannot process the registration. All entries become the property of Promoter and will be entered into a database. Information emanating from the Participant's participation in Competitions is used by 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. 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 Promoter's sole discretion.
- 16. By entering any Competition all entrants:
 - (a) assign to 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 Promoter, its assigns licensees and successors in title; and
 - (c) undertake to 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 Mobile App 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 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 Mobile Apps 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 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.

Winners and Prize Delivery

20. Winners of Competitions that can be entered into through the SportsHero Mobile Apps will be notified by email or notification through the SportsHero Mobile Apps within two (2) days of the conclusion of the relevant Competition.
 21. Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that Promoter deems necessary, to provide proof of identity, proof of age, proof of residency and/or proof of entry validity (including phone bill). Proof of identification, residency, age and entry considered suitable for verification is at the discretion of Promoter.
 22. 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 Mobile App Terms and Conditions.
 23. For relevant Competitions, judges' decisions in relation to any aspects of the competition are final and binding on each Participant who enters. No correspondence will be entered into.
- Promoter accepts no responsibility for late, lost or misdirected entries.
24. Promoter highly recommends a current residential street address be provided when requested for ease of correspondence.
 25. 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 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

26. Promoter and its associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer systems, servers, or providers, computer equipment, software, , 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 Mobile Apps; whether or not after receipt by 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.

Further Terms and Conditions for Competitions

27. Promoter reserves the right to amend these Terms and Conditions if a Competition cannot be run as originally planned. Promoter may also cancel or suspend Competitions if an event beyond the control of Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of any g Competition. Promoter may disqualify any individual who has tampered with the entry process or any other aspect of a Competition.
28. In the event there is a dispute concerning the conduct or administration of any Competition, the decision of Promoter is final and no correspondence will be entered into.

29. Any cost associated with accessing the SportsHero Mobile Apps is the Participant's responsibility and is dependent on the communications service provider used. A Participant electing to access the SportsHero Mobile Apps may be subject to content service fees imposed by its telecommunications provider. No revenue sharing or commission arrangement exists between Promoter and the communications provider in relation to any such transactions.

ANNEXURE B

GENERAL TERMS FOR USE OF SHO MOBILE APPS

1. SPORTSHERO MOBILE APPS DESCRIPTION AND CONTRACT

- 1.1. SportsHero makes available an online platform for individuals who register as Users to participate in skill-based prediction gameplay relating to specific sporting codes (**'Prediction Gameplay'**). Users' success in Prediction Gameplay is measured by placement on leaderboards relevant to different Sporting Codes. Unless explicitly specified otherwise in the SportsHero Mobile Apps, SportsHero's responsibilities in respect of the SportsHero Mobile Apps are limited to facilitating the availability of the Apps themselves.
- 1.2. The description of the SportsHero Mobile Apps 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 Mobile Apps 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 Mobile Apps you must be able to form a legally binding contract under applicable law. The SportsHero Mobile Apps is not available to persons under 18 years of age. If you do not qualify to use the SportsHero Mobile Apps, you must not use the SportsHero Mobile Apps.
- 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 Mobile Apps 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 Mobile Apps. 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 Mobile Apps. 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 Mobile Apps 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 Mobile Apps and SportsHero Mobile Apps 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 Mobile App 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 Mobile Apps in the provision of access to the SportsHero Mobile Apps.
- 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 Mobile App 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 Mobile App Terms and Conditions. SportsHero as licensor reserves all rights in and to the SportsHero Applications and SportsHero Mobile Apps 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 Mobile App Terms and Conditions ('Licensed Application'). This EULA will govern any content, materials, or services accessible from 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).

- 3.3. If you accessed or downloaded SportsHero Applications from the App Store, then you agree to use the App only: (a) on a compatible and fully working Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (b) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service.

If you accessed or downloaded SportsHero Applications from any app store or distribution platform (like the Apple App Store or Google Play Store) (each, an '**App Provider**'), then you acknowledge and agree that:

- (a) These Mobile App Terms and Conditions are concluded between you and SportsHero, and not with App Provider, and that, as between us and the App Provider, SportsHero is solely responsible for SportsHero Applications. App Provider has no obligation to furnish any maintenance and support services with respect to SportsHero Applications and or Competitions.
- (b) In the event of any failure of SportsHero Applications to conform to any applicable warranty, you may notify App Provider, and App Provider will refund the purchase price for SportsHero Applications to you (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure of an App to conform to any warranty will be the sole responsibility of SportsHero. App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of SportsHero Applications, including but not limited to: (i) product liability claims; (ii) any claim that SportsHero Applications fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- (c) In the event of any third-party claim that the App or your possession and use of SportsHero Applications infringes that third party's intellectual property rights, SportsHero will be solely responsible for the investigation, defence, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Mobile App Terms and Conditions.
- (d) App Provider and its subsidiaries are third-party beneficiaries of these Mobile App Terms and Conditions as related to your license of SportsHero Applications, and that, upon your acceptance of the Mobile App Terms and Conditions, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Mobile App Terms and Conditions as related to your license of SportsHero Applications against you as a third-party beneficiary thereof.
- (e) You must also comply with all applicable third-party terms of service when using SportsHero Applications.
- (f) You agree to comply with all Australian laws and regulations to ensure that neither SportsHero Applications nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using SportsHero Applications, you represent and warrant that: (i) you are not located in a country that is subject to a Government embargo, or that has been designated as a "terrorist supporting" country; and (ii) you are not listed on any list of prohibited or restricted parties.

4. USER'S OBLIGATIONS

- 4.1. You agree that at all times you will comply with these Mobile App Terms and Conditions (including all SportsHero policies) and all applicable laws and regulations.
- 4.2. You must not use the SportsHero Mobile Apps 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 Mobile Apps for the purpose of including that material and information on or through the SportsHero Mobile Apps and as otherwise may be required to provide the SportsHero Mobile Apps, for the general promotion of the SportsHero Mobile Apps and as permitted by these Terms.
- 4.4. Any information posted on SportsHero Mobile Apps 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 Mobile App Terms and Conditions, any information you supply to SportsHero, through the SportsHero Mobile Apps 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 Mobile Apps, 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 Mobile Apps, 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 Mobile Apps 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 Mobile Apps, or collective content, or the accuracy, timeliness, truthfulness, completeness or reliability of any collective content obtained or generated through the SportsHero Mobile Apps, or that any particular results will be achieved.

- 5.3. SportsHero does not guarantee that SportsHero Mobile Apps 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 Mobile Apps 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.live/privacy/>, applies to all Users and forms part of these Mobile App Terms and Conditions. Use of the SportsHero Mobile Apps 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 Mobile App 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 Mobile App Terms and Conditions (or any of our policies), you must terminate your User Account and stop using the SportsHero Mobile Apps. Except as specifically described in or authorised by these Mobile App Terms and Conditions, these Mobile App 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 Mobile Apps is protected by copyright, trade mark, and other laws of Australia and other countries. You acknowledge and agree that the SportsHero Mobile Apps, 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 Mobile Apps. All trade marks, service marks, logos, trade names, and any other proprietary designations of SportsHero used on or in connection with the SportsHero Mobile Apps, 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 Mobile Apps, 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 Mobile Apps. SportsHero does not claim any ownership rights in any such User Content and nothing in these Mobile App Terms and Conditions 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 Mobile App 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 Mobile App 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, 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 Promoter's control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any tax liability incurred by a User;
 - (d) any lost, misdirected or corrupt emails or communications over, to or from the SportsHero Mobile Apps;
 - (e) the SportsHero Mobile Apps not being available for use at any time;
 - (f) a Participant's predictions that are not received or which are received and subsequently corrupted or rejected by the SportsHero Mobile Apps; whether or not after receipt by Promoter; or
 - (g) 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 Mobile Apps or incorrect or corrupt data supplied by the SportsHero to a User.