

TERMS AND CONDITIONS

1. General

The Great Tip Off Pty Limited A.C.N. 140 182 609 (referred to as "GTO", "we", "us", "our") is the owner of this website ("Site"). By accessing or using this Site, whether as a "visitor" (where you browse through the Site without being registered) or as a "member" (where you have registered to be a member of the Site), you agree to be bound by these terms and conditions ("Terms and Conditions") and all applicable laws and regulations that govern this Site, the content of this Site and the activities undertaken on or through this Site. These Terms and Conditions are also governed by: (a) our Privacy Policy which is expressly incorporated into these Terms and Conditions by this reference; and (b) any guidelines, rules or disclaimers that may be posted and updated on the Site (or any part thereof) from time to time or on notices that we send to you. Your right to access this Site is granted at the sole discretion of GTO. GTO reserves the right to revoke or limit your access to this Site, or participate in any tipping competition run from this Site or to use any software belonging to GTO, at any time and in the sole and absolute discretion of GTO, without providing prior notice or reasons to you. GTO accepts no responsibility for any damage or loss that may be caused to you or any third party as a result of GTO exercising this right.

2. Modifications of Terms and Conditions

GTO reserves the right to amend, vary, change, modify, add or remove all or any portion of the Terms and Conditions in its sole and absolute discretion at any time and without prior notice to you. Any changes will operate prospectively. Your continued use of the Site is taken to be implied acceptance by you of the Terms and Conditions as modified from time to time. Please check this page periodically for any modifications. You must refrain from using this Site if you do not agree with or if you do not accept any of these Terms and Conditions.

3. Information Provided by You

In the course of using this Site, you may be required to provide us with certain information, including as part of the sign-up process. It is your responsibility to provide us with information that is accurate, complete and correct. GTO takes no responsibility for any errors that may occur as a result of you providing GTO with incorrect, incomplete, outdated or otherwise invalid information. The personal information supplied by participants of a Tipping Competition will be used by GTO in accordance with its privacy policy. Please refer to the privacy policy on this Site for further information relating to our treatment of your personal information.

4. GTO Software

GTO is the owner of, and has absolute title to all of the software used on or in conjunction with, or referred to, on this Site, including but not limited to all tipping software and software relating to tipping competitions ("GTO Software").

5. Tipping Competitions

This Site offers you the opportunity to start and manage your own tipping competition. In respect of any tipping competition set up on this Site or any other website using the GTO Software ("Tipping Competition"), the person who sets up the Tipping Competition will become the competition manager ("Manager") and will be responsible for the way in which the Tipping Competition is run. On setting up a Tipping Competition, the Manager will be assigned a unique uniform resource locator (or URL) that provides access to a personalised tipping page ("Tipping Page"). The Tipping Page is unique to that Tipping Competition and is the medium through which the Manager and all participants of that Tipping Competition can join, tip, check results and consult with the leader board. Upon joining a Tipping Competition, each participant in the Tipping Competition will be required to pay the entry fee for that Tipping Competition, as designated by the Manager ("Payer"). GTO will hold all money provided by each Payer ("Tipping Competition Money") until the conclusion of the Tipping Competition and upon the conclusion of the Tipping Competition, GTO will distribute all Tipping Competition Money to the Tipping Competition winner(s), as determined by the GTO Software and authorised by the Manager. For the avoidance of doubt, GTO holds Tipping Competition Money on behalf of Tipping Competition participants as agent only. GTO is not responsible for or liable to anyone for distributing Tipping Competition Money as authorised by the relevant Manager. GTO does not warrant that results of a Tipping Competition will always be accurate and GTO takes no responsibility if the results are inaccurate or not available for any reason.

6. Tipping Pages

GTO has absolute ownership and control over the Tipping Pages. GTO has unfettered discretion in relation to the Tipping Pages, including but not limited to unfettered discretion in relation to all advertising that may appear on the Tipping Pages from time to time.

7. Prizes

Tipping Competition winners are authorised and confirmed by the Manager for the relevant Tipping Competition. GTO is not responsible for identifying the relevant competition winner or allocating prizes to participants of Tipping Competitions undertaken through this Site. The Payer is the participant who is eligible, under these Terms and Conditions, to receive prize money in respect of a particular winning entrant in a Tipping Competition. GTO may distribute cash prizes to Payers who are designated as Tipping Competition winner(s) by the Manager by way of a deposit into the payers SportsBetting.com.au betting account. Each player over 18 years of age who enters a tipping competition where tip fees are collected online gives their approval to create a betting account at SportsBetting.com.au ("the betting account") by passing their personal details to SportsBetting.com.au. The Payer may choose to withdraw or otherwise bet with the winnings deposited into the betting account. In the case where a participant is under 18 years of age the participant will be required to claim the prize by providing their banking details as part of the online claim process. Effective distributions of cash prizes by GTO to Tipping Competition participants is therefore dependent on GTO being provided with correct and accurate personal details by the Payer during the credit card payment process and/or the claim process. GTO takes no responsibility for non-payment of any prize by GTO to

a Tipping Competition winner, including where GTO has been provided with incorrect or invalid bank account details. In the event that the Manager has failed to authorise payment to the Tipping Competition winner(s) twenty-one (21) days after the Competition End Date, GTO will distribute the prize money payable to the Tipping Competition winner(s) by reference to the leader board for that Tipping Competition and such distribution will be deemed to have been authorised by the Manager.

8. Materials Provided to Us or Posted on or Through the Site by You

We appreciate any suggestions ("Unsolicited Ideas") you may have regarding ways in which this Site may be improved or materials which we may add to this Site. Any Unsolicited Ideas that you submit or communicate to us will not be regarded as confidential and will become our property. We may use, reproduce, disclose, publish, modify, adapt and transmit Unsolicited Ideas to others, without restriction or any obligation to compensate you. GTO does not claim any ownership rights in the texts, files, images, photos, videos, sounds, musical works, works of authorship, applications, or any other materials or information ("User Content") that you post, upload, transmit, display, publish, input or submit on or through the Site ("Submission"). We are not responsible for the content or accuracy of any User Content or Submission. In consideration of GTO permitting you to do any posting, uploading, inputting, transmitting, displaying, publishing, providing or submitting ("Posting") of your Submission or User Content to the Site, you grant to us, our affiliated companies and sublicensees an irrevocable licence, for no fee, to display (whether publicly or otherwise), publish, delete, modify, vary, amend, add to, reproduce and distribute and otherwise use in our sole and absolute discretion (without restriction or any obligation to remunerate or compensate you) your Submission or the User Content in any format in connection with the operation of our respective businesses (including, without limitation, the Site and any related applications of the Site). You understand and agree that once aspects of the User Content or Submission is distributed or incorporated on or throughout the Site, GTO is under no obligation to delete that User Content or Submission or ask users of the Site to delete that User Content or Submission and therefore it may continue to appear on the Site indefinitely. By Posting a Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission including, without limitation, any intellectual property or moral rights. You also warrant and represent that your Submission or the User Content does not infringe any third party intellectual property or moral rights. You are solely responsible for the accuracy and content of the information contained in your Submission. GTO exercises no editorial review and assumes no responsibility for misleading, fraudulent, defamatory, libellous, threatening, harassing, pornographic, obscene or illegal information supplied to the Site by you (whether via the User Content, any Submission or otherwise). We shall have the right, but not the obligation, to monitor Submissions to determine compliance with these Terms and Conditions, any operating rules we establish and to satisfy any law, regulation or authorised government request. You agree to promptly report any suspicious or unauthorised use of the Site to GTO. GTO reserves the right to monitor any and all activity on the Site and GTO may notify the proper law enforcement officials if any suspicious activity is detected.

9. Disputes

You are solely responsible for your interactions with other users of the Site, third party developers or any other parties with whom you interact through the Site (or any related applications of the Site). GTO reserves the right, but has no obligation, to become involved in any way with these disputes. In the event that GTO elects to become involved with any dispute, the decision of GTO is final and no correspondence will be entered into.

10. Links to Other Sites

The Site may contain links to other websites which are owned or operated by third parties ("Third Party Sites"). These links are provided for convenience only. Links on the Site to Third Party Sites may not be current and are not indicative that Third Party Sites are being maintained and/or updated. Third Party Sites are independent from the Site and from GTO. GTO has no control over the content or activities undertaken on any Third Party Site and GTO is not responsible for information on, or the practices of, Third Party Sites. You access Third Party Sites at your own risk and should make your own enquiries as to the privacy policies or terms and conditions that may apply to Third Party Sites. We do not permit any linkages to this Site from any Third Party Site without our prior written permission.

11. Cookies

We may use cookies to gather data in relation to this Site and you consent to us doing so (although you may be able to disable cookies on your web browser).

12. Advertising

You consent to the use of cookies by any third party advertisers on the Site or on any Tipping Pages.

13. Secure Data

Given the nature of the internet, we cannot guarantee that any data transmission is totally secure. Whilst we take precautions to protect information, we do not warrant and cannot ensure the security of any information you transmit to us. You therefore transmit to this Site at your own risk. However, once we receive your transmission, we will take reasonable steps to preserve its security. If you become aware of any problems with the security of the data or the Site, please contact us immediately through the "Contact" page on the Site. When you sign up or register to become a member of the Site, you will be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not use the account, username, email address or password of another member at any time or to disclose your password to any third party. You are solely responsible for any and all use of your account.

14. Viruses

Given the nature of the internet, we cannot guarantee that this Site is free from viruses, faults or other conditions which could damage or interfere with your computer systems, and we do not warrant that your access to this Site will be uninterrupted, error free or that any defects will be corrected. You assume the risk of any damage to your property as a result of using this Site, and to the maximum extent permitted by law; we disclaim all liability for any errors, omissions and faults. You must take your own precautions to ensure that the process which you use for accessing this Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Site or any linked website.

15. Disclaimer of Warranties and Liability

We make no representations or warranties of any kind, express or implied, in relation to any information, content, materials or products included in or contained on this Site or to the availability, functionality, performance or suitability for intended use of such information, content, materials or products. We do not, nor do our officers, employees, agents and other representatives accept responsibility for any damages (including, without limitation, consequential, special, incidental, indirect, or similar damages) even if advised of the possibility of such damages, loss, tax liability, cost or expense, howsoever caused or incurred (including through error, omission, negligence, misrepresentation, miscalculation or matters outside our control), which you may directly or indirectly suffer in connection with your use of this Site or any linked website, including if access to the Site is interrupted or permanently disabled, nor do we accept any responsibility for any such loss arising out of your use of, or reliance on, information contained on, or accessed through, this Site. To the maximum extent permitted by law, we disclaim any representations or warranties as to the completeness, accuracy, merchantability or fitness for purpose of this Site or the information that it contains. The use of the information on this Site and interactions with other users of the Site, third party developers or any other parties with whom you interact through the Site, is at your own risk. To the extent permitted by law, we exclude all liability of us, our officers, employees, agents and other representatives in respect of any injury, loss or damage arising out of your use of this Site, including, or related to theft, unauthorised access or third party interference, viruses and the use, or inability to use, the information on this Site or information provided directly or indirectly through this Site. This limitation of liability includes, but is not limited to, compensatory, direct, indirect or consequential damages, interruption of business, loss of data, income or profit, loss of, or damage to property, and third party claims. If any liability is not able to be excluded by law, we limit our liability to the re-supply of the relevant information or services. This Site and all content, products and services included in or accessible from this Site are provided "as is" and without warranties or representations of any kind (express, implied and statutory, including but not limited to the warranties of title and non-infringement and the implied warranties of merchantability and fitness for a particular purpose), all of which GTO disclaims to the fullest extent permitted by law. Your use of the Site is at your sole risk. Certain legislation, including the Competition and Consumer Act 2010 (Cth), may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These terms and conditions must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which it is entitled

to do so, GTO limits its liability in respect of any claim under those provisions to, at GTO's option: (a) the supplying of the services again; or (b) the payment of the cost of having the services supplied again.

16. Disclaimer as to Affiliations

This Site and GTO are not associated or affiliated with, or in any way related to, any of the following organisations: 1. National Rugby League (NRL); 2. New South Wales Rugby League (NSWRL); 3. Super League (Europe); 4. Queensland Rugby League (QRL); 5. Rugby League International Federation (RLIF); 6. Australian Rugby Union (ARU); 7. Australian Football League (AFL); 8. South Africa New Zealand Australia Rugby (SANZAR); 9. South African Rugby Football Union (SARFU); 10. New Zealand Rugby Football Union (NZRFU); 11. International Rugby Board (IRB); 12. English Premier League (EPL); 13. Football Association (FA); 14. Fédération Internationale de Football Association (FIFA); 15. Football Federation Australia (FFA); 16. Australian Cricket Board (ACB); 17. National Basketball League (NBL); 18. National Football League (NFL). 17. Intellectual Property This Site, the GTO Software and all intellectual property rights, including graphics, logos, trade marks, design, text, icons, the arrangement of them, sound recordings and all software relating to this Site, are the intellectual property of us, a related body corporate of us or their respective owners. These intellectual property rights are protected by Australian and international laws. Nothing contained in this Site is to be interpreted as a recommendation to use any information on this Site in a manner which infringes the intellectual property rights of any person, company or entity. We make no representations or warranties that your use of this Site or the information on this Site will not infringe such intellectual property rights.

17. Limitation on Use

All content appearing on or included in the Site and produced, published, displayed, transmitted or created by GTO, including site layout, design, images, programs, text and other information (collectively, the "Content") is the property of GTO and its affiliated companies or licensors and is protected by copyright and other intellectual property laws. You must not copy, display, distribute, modify, publish, reproduce, store, transmit, create derivative works from, or sell, license or communicate to the public all or any part of the Content or the products or services obtained from the Site in any medium to anyone, except as otherwise expressly permitted under applicable law or under these Terms and Conditions or relevant license or subscriber agreement. Unless otherwise indicated on the Site in writing, you may print or download Content from the Site for your own personal, non-commercial use only and subject to the Copyright Act 1968 (Cth) and similar legislation. Nothing in these Terms and Conditions permits or allows you to incorporate any material or Content, or any part of the material or Content, in any work or publication, whether in hard copy, electronic or any other form. You must in all cases keep intact all copyright and other proprietary notices. You must not engage in systematic retrieval of Content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory without the prior written consent of GTO, such consent may be withheld at the sole and absolute discretion of GTO. You must not use the services on the Site to publish or distribute any information (including software or other content)

which is illegal, which violates or infringes upon the rights of any other person or entity (including, without limitation, the intellectual property rights of any person or entity), which is abusive, hateful, profane, injurious to minors, pornographic, threatening, misleading, fraudulent, defamatory, libellous, harassing, obscene or vulgar, which contains errors, viruses or other harmful components, or which is otherwise actionable at law. GTO may at any time, in its sole and absolute discretion, exercise editorial control over the content of the Site. You must not use the Site to conduct any business, to solicit the performance of any activity that is prohibited by law, or to solicit other users to become subscribers of other information services. Similarly, you must not use the Site to download and redistribute public information or shareware for personal gain or distribute multiple copies of public domain information or shareware. You must not link any third party website to the Site or link the Site to a third party website ("Unauthorised Link"), without the prior written consent of GTO (such consent may be withheld in the sole and absolute discretion of GTO). You acknowledge and accept that GTO is entitled to, and shall, require you to remove any Unauthorised Link which you install on the Site. You may use the Site and the Content in accordance with these Terms and Conditions. Your use and continued use of the Site is solely at the discretion of GTO. GTO reserves the right to prohibit anyone from accessing, browsing, supplying information to or downloading information, material or Content from the Site. Nothing in these Terms and Conditions grants you any rights (including, without limitation, any intellectual property rights) in or to the Site or any Content, other than the limited right to use the Site and the Content according to the terms of these Terms and Conditions.

18. Indemnity

You agree to indemnify us, our officers, employees, shareholders, agents and other persons (including without limitation, licensors, affiliates, parent companies and subsidiaries) involved in the creation of this Site from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this Site, your interactions with other users of the Site, third party developers or any other parties with whom you interact through the Site, or otherwise, any information that you provide to us via this Site or any damage that you may cause to this Site. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the Competition and Consumer Act 2010 (Cth).

19. Severability

If any provision in these Terms and Conditions is held invalid or unenforceable under an applicable law, the remaining provisions shall continue in full force and effect.

20. Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia. You hereby irrevocably submit to the non-exclusive jurisdiction of the courts of that State. In the event that any of the Terms and Conditions is found to be invalid, voidable or unenforceable under any court of law, such invalidity or unenforceability will not

affect the remainder of these Terms and Conditions, which will continue in full force and effect. If you access this Site in a jurisdiction other than New South Wales, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. We make no representations that the content of this Site complies with the laws of any country outside Australia.

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