



Electronic Spinning Wheel End-User License Agreement ("Agreement")

Last updated: 28 June 2016

1. General

Please read this End-User License Agreement ("**Agreement** ") carefully before accessing or using the Electronic Spinning Wheel ("**Application** ").

By accessing or using the Application, you agree to be bound by the terms and conditions of this Agreement.

Where prior approval is given by PrizeTech, equipment ("**Equipment** ") will be provided to you for the sole purpose of accessing and using the Application. Use and possession of Equipment is subject to the terms of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and PrizeTech Pty Ltd and it governs your use of the Application made available to you by PrizeTech Pty Ltd.

If you do not agree to the terms of this Agreement, do not access or use the Application.

The Application is licensed, not sold, to you by PrizeTech Pty Ltd for use strictly in accordance with the terms of this Agreement.

2. Licence

PrizeTech Pty Ltd grants you a revocable, non-exclusive, non-transferable, limited licence to access and use the Application solely for use strictly in accordance with the terms of this Agreement.

PrizeTech Pty Ltd grants you a licence in consideration for the fee paid to you before accessing or using of the Application. The fee payable for use of the Application will be provided in the quote that has been sent to you.

3. Restrictions

You agree not to, and you will not permit others to:

- a) licence, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- b) modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.
- c) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of PrizeTech Pty Ltd or its affiliates, partners, suppliers or the licensors of the Application.

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4. Equipment

Where prior written approval is given, PrizeTech Pty Ltd will provide Equipment to you for the sole purpose of accessing and use of the Application. A separate fee will be payable for the use of Equipment if it is provided on loan. Alternatively, Equipment may be purchased. The fee payable for use of Equipment will be provided in the quote that has been sent to you.

Equipment must be used in accordance with all instructions provided by PrizeTech Pty Ltd. You must ensure that Equipment is kept securely at all times and is not damaged when in use or storage. You will be solely responsible for any damage or loss to Equipment.

When using computing Equipment, you must only access the application and must not access any third-party websites.

By accepting delivery of the Equipment on loan, you consent to PrizeTech Pty Ld perfecting its security interest by completing registration under the Personal Property Securities Act 2009 (Cth). Furthermore, you agree to do anything requested by PrizeTech to ensure that the security interest:

- a) is enforceable, perfected and otherwise effective; and
- b) has priority over all other security interests.

Equipment provided on loan must be returned on the date and using the method specified in instructions given to you by PrizeTech Pty Ltd. Failure to return Equipment by the due date will result in a further fee being payable. The further fee payable for failure to return the Equipment will be provided in the quote that has been sent to you.

5. Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of PrizeTech Pty Ltd and Permitz Group Pty Ltd.

6. Modifications to Application

PrizeTech Pty Ltd reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

7. User Testing

It will be your responsibility to test the functionality of Equipment, where provided, and the Application prior to any live draw ("**User Testing**"). Such User Testing must occur during normal business hours.

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You must respond to the email sent to you by PrizeTech Pty Ltd confirming that you have conducted User Testing. You must contact PrizeTech Pty Ltd if you identify any issues during User Testing and cease using the Application until you have had a response.

In no event will PrizeTech Pty Ltd be liable for loss or required rescheduling if you fail to conduct User Testing in accordance with this clause.

8. Updates to Application

PrizeTech Pty Ltd may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("**Updates** ").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that PrizeTech Pty Ltd has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

9. Support Services

PrizeTech Pty Ltd will arrange telephone support, in the form of consultations, assistance, and advice on the use and maintenance of the Application ("**Support Services** ").

During business hours' business line will be available from 8:30am to 5pm on a business day, as defined in Victoria, Australia. No additional charges will apply for reasonable levels of support.

PrizeTech Pty Ltd will make reasonable attempts to resolve any issues you identify within 48 hours. Should your draw not be able to be completed on the scheduled date and time, PrizeTech Pty Ltd will arrange a further date and time within the following fortnight. Should a draw be delayed as a result of any technical issue, PrizeTech Pty Ltd's sole responsibility will be to reschedule the draw and in no event will PrizeTech Pty Ltd be liable to pay any damages or costs for such delay. If a further draw cannot be arranged within a fortnight due to ongoing technical issues, PrizeTech Pty Ltd will arrange for an alternative method to determine winners and that method must be used in place of the electronic system.

You may access Support Services by calling the support number provided to you by PrizeTech Pty Ltd.

Support Services will be provided by a third-party out of business hours. Support Services shall be provided in consideration for the payment of a fee calculated on the basis of the length of time taken to provide Support Services in increments of fifteen minutes at a rate of \$50 (Exc GST) per 15-minute block. An invoice will be raised for any Support Services provided at the

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end of each week and must be paid within 5 business days. No fee will be payable for Support Services provided that relate specifically to a fault with the Application.

10. Trade Promotion Compliance Services

PrizeTech Pty Ltd will arrange for competition terms and conditions and trade promotion permits to support your use of the Application on request ("**Trade Promotion Compliance Services**"). Trade Promotional Compliance Services will be provided by a third-party. It will be your responsibility to provide, and ensure the accuracy of, information for Trade Promotion Compliance Services. If trade promotion permits are required for the activity you are conducting in connection with the Application, you will be responsible for complying with the conditions of those trade promotion permits, including ensuring that any draws conducted are appropriately supervised by an independent scrutineer where required.

11. Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("**Third-Party Services**").

You acknowledge and agree that PrizeTech Pty Ltd shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. PrizeTech Pty Ltd does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and your access and use them are entirely at your own risk and subject to such third parties' terms and conditions.

12. Term and Termination

This Agreement shall remain in effect until terminated by you or PrizeTech Pty Ltd.

PrizeTech Pty Ltd may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from PrizeTech Pty Ltd, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer.

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Termination of this Agreement will not limit any of PrizeTech Pty Ltd's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

13. Indemnification

You agree to indemnify and hold PrizeTech Pty Ltd and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; (c) violation of any right of a third-party; or (d) your failure to comply with applicable laws including, without limitation, laws regulating trade promotion lotteries.

14. No Warranties

To the maximum extent permitted by law, the Application is provided to you "AS IS" and "AS AVAILABLE". To the maximum extent permitted by law, PrizeTech Pty Ltd, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, or otherwise, with respect to the Application. Without limitation to the foregoing, PrizeTech Pty Ltd provides no warranty or undertaking, and makes no representation of any kind that the Application will achieve any intended results, be compatible or work with any hardware, software, applications, systems or services.

To the maximum extent permitted by law, PrizeTech makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of PrizeTech Pty Ltd are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

The limitations on warranties provided are subject to and do not seek to exclude the Non-Excludable Guarantees, to the extent that they are applicable.

15. Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of PrizeTech Pty Ltd and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Application.

To the maximum extent permitted by applicable law, in no event shall PrizeTech Pty Ltd, Permitz Group Pty Ltd, or their suppliers be liable for any special, incidental, indirect, or

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consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if PrizeTech Pty Ltd, Permitz Group Pty Ltd or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

16. Consumer Guarantees

Nothing in these Agreement is to be read to limit, exclude or modify 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** ").

All terms of this Agreement are to be read subject to the Non-Excludable Guarantees, to the extent that they are applicable.

17. Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be amended and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

18. Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

19. Updates to this Agreement

PrizeTech Pty Ltd reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 15 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

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20. Governing Law

The laws of Victoria, Australia, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

21. Contact Information

If you have any questions about this Agreement, please contact us.

22. Entire Agreement

The Agreement constitutes the entire agreement between you and PrizeTech Pty Ltd regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and PrizeTech Pty Ltd or any agent of PrizeTech Pty Ltd.

You may be subject to additional terms and conditions that apply when you use or purchase other PrizeTech Pty Ltd's services, which PrizeTech Pty Ltd will provide to you at the time of such use or purchase.

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