

GIDDYUP TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS SEPTEMBER 2016

1. The Agreement

1. Apple is not a sponsor or involved in this activity in any manner.
2. No prizes or promotions within this app are Apple products.
3. These Terms and Conditions (hereinafter referred to as “Terms and Conditions”) comprise the terms and conditions of your use of the GiddyUp Service (“GiddyUp”) provided in whatever form on this Application (the “Application”) or this Website (the “Website”) (as the case may be) and through whatever delivery mechanism offered. They constitute your agreement with us and apply to the exclusion of any other terms that you seek to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
4. Any references to “Terms and Conditions” include these Terms and Conditions and the Privacy Policy. To the extent that there is any inconsistency between these Terms and Conditions and the Privacy Policy, these Terms and Conditions shall prevail.
5. GiddyUp is owned by Fantasy Sports Pty Ltd, a proprietary limited Australian Company (ACN 606 143 695.) The features and gameplay options within GiddyUp comply with regulations within the state of Victoria and Australia.
6. In these Terms and Conditions, Fantasy Sport Pty Ltd is referred to as “GiddyUp”, “we”, “us” or “our” and you are referred to as “player”, “you”, “user” or “your”.
7. These Terms and Conditions come into force immediately upon acceptance by you, indicating that you agree with and accept to be bound by its terms. You are advised to read these Terms and Conditions carefully. Your continued use of the Application and/or Website means that you accept these Terms and Conditions, which

form a binding legal agreement between you and GiddyUp. If you do not agree to be bound by them, you should exit and delete the Application immediately.

8. In addition to these Terms and Conditions set out below, additional terms and conditions may govern various promotional and special offers offered to you from time to time. In such circumstances, you will be directed to the additional Promotional Terms and Conditions and you will be required to familiarise yourself with these Promotional Terms and Conditions. Ongoing use of the Application beyond reading these Promotional Terms and Conditions represents acceptance of these varied or Promotional Terms and Conditions.

2. Amendments to this Agreement

1. We reserve the right to revise or amend the Terms and Conditions at any time. Any amendments will be effective immediately after its posting on the Application.
2. If you disagree with any such revision or amendment, you should cease using the Application immediately. We recommend that you check the Application and from time to time to review these Terms and Conditions because they are binding on you.

3. Account Information

1. You are only permitted to open one account per person. We reserve the right to close any accounts that we consider to be duplicate accounts and any entries made via such duplicate accounts are void.
2. Your account is for a single user only. You are not permitted to share your email and password with any other person.
3. You are required to enter all mandatory information requested by us. We shall not be liable for incorrect entries, including but not limited to data input error.

4. You must be over the age of 18 (eighteen) years to register and open an account with us, and by doing so, you warrant to us that you are that age or over and that all information that you provide to us is, to the best of your knowledge and belief, accurate and complete and that any future changes to this information will be provided to us in a timely manner. We reserve the right to request proof of age documentation from any player at any time.
5. You shall fulfil all commitments made on your account in the course of using the Application and are fully responsible for all communications from your account, and for anyone using your account. You agree that if any other person uses the Application through your account, you shall be bound by such use as if it were your own use, and you shall fully indemnify us in respect of any failure by such third party to fulfil any commitments made by such use.
6. Every player will choose their confidential login information. For security reasons we recommend players change their login information from time to time. It is your responsibility to keep this information securely, as all transactions where login information is used will be regarded as valid.
7. For players using the Application, please note that we will not be responsible for any damage to, or loss of data from mobile phones on which the data is installed, or for any call charges incurred while using the Application. Please note that using the Application outside a Wi-Fi network may result in data charges from mobile/cellular network providers. We will not be responsible for any such charges.
8. You agree that any information provided through your account, including username and email addresses will be accurate, and that you will update that information promptly when it changes by notifying GiddyUp staff. It is your responsibility to ensure that all personal details are current and up to date as failure to do so may result in transactions/payments being incorrect. You acknowledge that if any of

the information is inaccurate, we reserve the right to terminate your account, this agreement and the use of the Application.

9. Any actions taken or created by you in the course of participating in the game play whilst using GiddyUp may be used for promotional or marketing reasons. In this circumstance your full name will always be kept confidential and private, however we reserve the right to utilise your display name/alias as it appears within the Application.

4. Redemption of cash prizes

1. Payments may be only made to the nominated bank account which you will provide directly to a GiddyUp staff member in the circumstance of winning a Daily Comp.
2. The Account holder must be a signatory on the Bank Account you register.
3. Transactions with us will display as 'Fantasy Sports Pty Ltd'.
4. Depending on your chosen payment method, fees may be payable by you as a result of depositing funds from your account and will be treated as an independent charge by the relevant payment provider, for which you will be fully responsible.

5. Closing your Account

1. You have the right to close your account at any time. To close an account, you must email us at reply@g1giddyup.com.au On receipt of your email, we will respond within a reasonable time confirming closure of your account but you will continue to be responsible for all activity on your account until such time as closure of your account has been confirmed to you by us. We will use our reasonable endeavours to close your account within 7 (seven) working days.

6. Conditions of Game Play within GiddyUp

1. By accessing this Application you are accepting the terms and conditions associated with the free entry 'Daily Comp' competitions. You understand that you are participating in a 'Fantasy Horse Race Tipping' game of skill known as the 'Daily Comp', referred to variously as the Daily Comp in these Terms and Conditions.
2. In accessing and using this Application and participating in this competition you must be at least eighteen (18) years of age and abide by all conditions or legal requirements in the jurisdiction where the Application is accessed or used.

7. 'Daily Comp' Competition Terms and Conditions

1. The aim of participation in this free game of skill is to utilize a 'GiddyUp Fantasy Dollar' amount to correctly 'fantasy tip' the winner of selected real life horse races in order to build the largest GiddyUp Fantasy Dollar total at the end of each Daily Comp. The winner is the player with the most GiddyUp Fantasy Dollars at the end of the six (6) nominated races.
2. You accept and acknowledge that in entering and participating in this free competition, you will receive a 'fantasy' dollar amount to facilitate gameplay in order to tip horses on an 'each way' basis during particular races on selected race days as they appear within the GiddyUp Application.
3. The Daily Comp will take place over the last six (6) races during these selected days.
4. These six (6) races will be the 'Last Six Races of the Day' unless otherwise advised. It is the player's responsibility to be aware of the closing time, conditions of entry for and any other special conditions that may change the entry process for each Daily Comp.

5. On these selected race days, the Daily Comp will be held over the last six (6) races of each race meeting, but this format may be subject to change for reasons both within and beyond the control of GiddyUp staff and owners.
6. The Fantasy Dollar amount is a \$100 each way tip of virtual GiddyUp Fantasy Dollars. This amount is tipped on only one (1) horse per race - the Application facilitates this game play to ensure players are 'tipping' one horse per race on a '\$100 each way basis' for a total of 1 (one) \$200 GiddyUp Fantasy Dollar tip per race of the Daily Comp.
7. This game of skill relies on players using their knowledge and experience of horse racing to determine the likelihood of a particular horse winning a race and making this judgment in consideration of what contribution that horse winning would make towards the aim of this game of skill i.e. to build the largest total of GiddyUp Fantasy Dollars over the duration of the Daily Comp (the 6 races).
8. At the conclusion of each Daily Comp all GiddyUp Fantasy Dollar totals for each player will return to zero e.g. there is no 'carry over' from one Daily Comp to the next Daily Comp.
9. You accept and understand that the entry to the Daily Comp closes prior to the first race of the Daily Comp commencing.
10. The closing time for entries into the Daily Comp is judged by the time held on the servers of GiddyUp, and our servers only. A delayed start to the actual race will not result in any extension of entry time whatsoever and our judgment is final in this regard. For example, should the scheduled first race be due to start at 12:00 p.m. AEST, but be delayed, there is no additional time for entry into the Daily Comp.
11. Tips for all six (6) races of the Daily Comp must be submitted prior to the commencement of the first race of the competition, after which time tips are not able to be altered, resubmitted, cancelled or changed in any way whatsoever through the Application or by any member of our staff or agents acting for or on behalf of the promoters.

12. Players in the Daily Comp are solely responsible for the correct entry of their fantasy tips into the Application. Incorrect, inadvertent or mistaken entry will count as a participant's one and only entry for that Daily Comp and no correspondence will be entered into on this matter.
13. Players of the Application agree to waive any rights or claim restitution should the Application functionality not allow them to complete entry of their fantasy tips in this free fantasy tipping competition.
14. Fantasy dividends are based on the 'prices' (also known as 'odds') indicated in the Application, which may change in line with betting market fluctuations until competition entry is closed before the first race.

8. General Gameplay conditions

1. Fantasy Totals are calculated on a 'pure profit basis'. For example a horse backed with \$100 of Fantasy money, with odds or a 'price' of \$10 would result in a Fantasy Win of \$1000 being allocated to a player's 'tally' with the same type of 'pure profit' calculation applying to a player's selected horse running a place of 2nd or 3rd with place odds being utilized accordingly.
2. Standard no third dividend rules apply e.g. a player who selects a horse which runs third in a race with no third dividend awarded will not receive any 'Fantasy Winnings' to their tally.
3. Selections are only able to be made from the races which are included within the Application as 'legs' within the Daily Comp.
4. Standard rules of racing apply to situations such as a dead heat in a particular race.
5. The Daily Comp determines results based on the 'Final' results of a race, as declared by the racing officials. Results will be available on the Application, and the leaderboard and status of individual players updated when the results of each race are declared 'Final.'

6. Any eventualities not described herein will be determined on a case by case basis by us.

9. Prizes

1. You accept and understand that each Daily Comp may have more than one 'winner' each day.
2. You accept that GiddyUp may offer different prize types, amounts and number of prizes available, on different race days.
3. In the event of more than one or multiple players finishing a Daily Comp on the same 'GiddyUp Fantasy Dollar' total or 'tally', e.g. there are 'joint winners', these winners will receive an equal split of the advertised prize/s for that particular Daily Comp or a prize equivalent to an 'equal split' as determined by us.
4. Prizes for each particular Daily Comp are not transferrable, non cash prizes are not redeemable for cash, advertised prizes are not able to be substituted for other goods or services of any nature other than advertised, except in the event of unforeseen circumstances whereby we will provide the winner/s with a prize which we determine to be of equal worth.
5. Participants who win a Daily Comp cannot claim any other prizes other than those advertised, however the promoters reserve the right to offer an equivalent prize at their sole discretion for any reason whatsoever.
6. In participating in a Daily Comp or any other promotion within this Application, you understand and accept that prizes offered may be only redeemable via registration, membership, association or belonging to a third party organisation or business. Furthermore, you understand that these prizes offered by third party organisations may in and of themselves be subject to additional conditions or contingencies not limited to but including 'matched deposits', 'matched spending' or be offered as 'sign on bonuses' or other kind of condition stipulated by the

organisation in question. We accept no responsibility for any winning player's inability, unwillingness or other reason of any kind for the non-redemption of the prize offered by us

7. You accept and acknowledge that we may, from time to time, alter the conditions of prizes offered, including type, size and frequency of prizes for the Daily Comp. You accept and understand that these changes are not retrospective in their application (i.e. a prize that has been offered and accepted by a previous winner of any competition run by us cannot subsequently be exchanged) and that we reserve the right to make these judgments in the best interest of both our commercial standing and experience of players, for any valid and legal reason including legal compliance, technical feasibility and player experience. You accept and understand that these prizes are based on performance or 'skill' in this fantasy tipping game of skill and are not reliant on chance.

10. Cancellations and Scratching

1. In the event of a cancelled race, that race will be disregarded and the winner/s of the Daily Comp will be adjudged to be the player/s who is/are leading at the completion of the last race within that particular Daily Comp i.e. if the second race of the six races is cancelled, the daily winner is the player/s with the highest fantasy dollar total from races 1,3,4,5 and 6 of the 'Daily Comp'; if the last race of the six Daily Comp races is cancelled, the winner will be determined from races 1-5, and so on.
2. In the event of an entire day's racing being abandoned and subsequently rescheduled, no competition will be held and any fantasy tips already entered will be declared null and void with players being free to re-enter their tips when the meeting is held at a later date.

3. In the event of any change to the format of the competition, every effort will be made to communicate this via the Application to participants through either the Application itself or our social media channels. Failure by a player to access information readily provided either within the Application or elsewhere that results in non-entry or incorrect participation in a Daily Comp is solely the responsibility of the player.
 4. In the event of a scratching that occurs to a player's selected horse after entries for the Daily Comp have closed, or occurs after a player has submitted their fantasy tips, no substitute horse will be provided for the participant for that particular race but the player is still able to participate in the Daily Comp and remains eligible to win the Daily Comp.
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11. Selection Criteria and Submitting Tips

1. All selections must come from the selected metropolitan meeting in Melbourne.
2. Dividends are based on odds in our Application.
3. Standard no third dividend rules apply.
4. Players cannot duplicate tips. This means that no more than one individual tip (win, each way) can be used on the same horse on the same day.
5. Tips will be able to be submitted when fields are released in the Application.

12. Other Terms and Conditions

By utilising the GiddyUp service, each players warrants that:

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1. They are not prohibited by their terms of employment from utilising the service, or by the rules of any other organisation applicable to them.
 2. They are not privy to information that would give them an unfair or illegal advantage.
 3. They are not utilising the service to facilitate illegal activity of any kind.
 4. They are permitted by law to utilise the GiddyUp Application, its content matter and features therein, in the jurisdiction they are physically located within.
 5. they are solely responsible for accounting for their winnings, if so required by law, for tax purposes or to any other competent or relevant authority.
 6. We reserve the right to declare an entry void if a player, or persons associated with a player unfairly influence the outcome of these games of skill, or a player is in breach of these Terms and Conditions.
 7. If the result of an event has been directly or indirectly affected by criminal activity, Act of God, or other event which impacts on the full and fair running of the events that are the basis of the competition and which are not covered through the regular appeals/protest process of Horse Racing as described by the Rules of Racing (Victoria, Australia), will at the sole discretion of GiddyUp be final and binding.

13. Disputed Activity

1. We reserve the right to suspend or terminate your account if we suspect (in our sole discretion) that you are engaged in illegal or fraudulent behaviour while using our services, are breaching these Terms and Conditions, are taking unfair advantage over us or other players, or otherwise acting in an unfair manner by exploiting a fault in our software, by collusion or by any other unfair or illegal methods.

2. We reserve the right to void an entry where there is reason to believe that an entry was placed after the outcome of a particular event (i.e. a race) is known, or after the event has started, whether this entry be:

- a. Deliberately entered through deliberate or inadvertent discovery of a fault in the Giddy Up application or caused by illegal entry into GiddyUp's servers or other technological systems, i.e. through 'hacking' the system; or
 - b. Inadvertently entered as a result of a fault in our technological systems.
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3. We reserve the right to cancel or void any or all selections in our absolute discretion, where in our reasonable opinion, the selections entered breach any of these Terms and Conditions in part or in their entirety, or there is technological failure on our (including our commercial partners and agents) behalf which causes disadvantage to participants.

4. Furthermore we reserve the right to cancel a player's entry at any stage of particular competitions, before, during or after a selected day's racing, should discovery of any issue occur, which in our reasonable opinion, presents a breach of these terms and conditions.

5. We reserve the right to cancel any advertised event run by us, if in our reasonable opinion and absolute discretion, there is discovery of any situation which may lead to a diminished experience for our players. We will endeavour to communicate with our players all changes through email and/or our social media channels and it is the responsibility of players to avail themselves of this information through these channels.

14. Collusion, Cheating and Fraud

1. The Application operates to facilitate peer to peer competition based on real world horse racing events.
2. If you suspect that any such third party might be cheating by undertaking one of the following:

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- a. colluding with other third parties;
 - b. using unfair external factors or influences;
 - c. undertaking fraudulent activities to your possible disadvantage and their advantage;
 - d. use of multiple accounts,

you should report such activity to our Customer Support Team by email (reply@g1giddyup.com.au) as soon as reasonably practicable. Such practices are not allowed and we will take all reasonable steps to investigate any such complaints and, where possible, prevent them. We shall not, however, be liable for any form of loss sustained by you as a result of any of the activities outlined above or any other such unlawful activity of any persons using the Application.

3. We reserve the right to terminate your account if:
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- a. you are found or suspected to be participating in any form of collusion or fraudulent practice;
 - b. you have more than one account at any one time; or
 - c. you are found to be in breach of any other terms of these Terms and Conditions.

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4. We reserve the right to recover any prizes in the event that you have participated in any form of collusion or fraudulent practice, regardless of your knowledge or innocence.
 5. We will accept no responsibility, and will not be liable for any consequences that are alleged to have occurred through your use or misuse of our services, nor will we be liable for any real or potential loss you may experience which is caused by the fraudulent or dishonest use by other users of the Application.

15. Liabilities

1. We accept no responsibility, nor shall we be liable for any consequences that are alleged to have occurred through your use or misuse of the Application.
2. Every player is responsible for the information they provide. We will not enquire into the reasonableness of any selections made, input errors, or losses incurred through inaccurate or mistaken selections.
3. The Application is provided “as is” and without any express or implied warranty of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Application on the basis that we exclude all representations, warranties, conditions and any other terms (including but not limited to warranties of merchantability, non-infringement of intellectual property, or fitness for any particular purpose) which, but for these Terms and Condition might have effect in relation to the Application.
4. In no event will GiddyUp (or any of its group companies, officers, directors, employees, shareholders or agents) be liable for:

 - a. any damages whatsoever including, without limitation:
 - b. any direct, indirect, special, incidental, consequential loss or damages whether exemplary or punitive;

- c. any loss of income;
- d. any loss of direct or indirect profits;
- e. any loss of goodwill;
- f. any loss of data;
- g. any loss of contracts;
- h. any loss of use of money; or
- i. any loss or damages arising from or connected in any way to business interruption;

and whether in tort (including without limitation negligence), contract or otherwise in connection with the Application in any way or in connection with the use, any inability to use or the results of the use of the Application including but not limited to loss or damages due to viruses that may infect your computer equipment, mobile handset, tablet, software, data or other property on account of your access to, use of, or browsing of the Application or the downloading of by you of the Application.

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5. Our maximum liability to you for any matter arising out of or in connection with your use of the Application will be limited to the aggregate of the amount legitimately transacted with us in specific relation to an individual circumstance, where you as the player allege liability on our behalf.
 6. You agree to indemnify and hold us, our officers, directors, agents, employees harmless (and keep us so indemnified or held harmless) from any action brought against us by any third party from any liabilities, costs, claims, actions, proceedings, damages, expenses (including legal costs and expenses) losses or demands whatsoever arising, suffered or incurred by us as a result of your breach of these Terms and Conditions or any documents incorporated by reference into

this agreement or out of your violation of any law or the right of any third party.

7. We will not be liable for any loss or damage that you may suffer because of any act of God, power failure, trade or labour dispute, act, failure or omission of any government or authority, obstruction or failure of telecommunication services or networks, access delays or access interruption, data non-delivery or data mis-delivery, the unauthorised use of your security access details or any other delay or failure caused by a third party. In such an event we reserve the right to void any tip or cancel or suspend our services arising from such circumstances without incurring or admitting any liability. Furthermore, we will not be responsible for the failure of any equipment, wherever located or administered, or whether under our direct control or not, that may prevent the operation of our Application, or prevent you from being able to contact us.
8. The Promoter/GiddyUp and any other party associated with the Promotion (including prize suppliers) will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury suffered in connection with the Promotion or the prize or use of the prize.
9. You acknowledge that we will hold information with respect to your identity, including, but not limited to your username and password. You agree that we rely on this information in entering into this agreement with you, and you accept that we have no liability whatsoever against any inaccuracy or falsehood contained in the information as provided by you.
10. Unless otherwise stated in these terms and conditions, we are the owners and authorised users of all intellectual property rights in all materials on the Application, and all its content including, without limitation, any copyright, trademarks, text, photographs, videos, logos, designs, codes, templates, specifications and any modification,

improvements, enhancements thereof. These intellectual property rights are protected by the laws of Australia, international treaties and all other applicable copyright and intellectual property laws. If you breach any of the terms of clauses 12.9 to 12.11 (inclusive), your permission to use the Application shall automatically terminate and you must destroy any downloaded or printed extracts from the Application.

11. Any rights not expressly granted in these Terms and Conditions are reserved. All content and materials on the Application are provided for your own personal usage, thus the reproduction, distribution, or commercial exploitation of such content or materials in any manner whatsoever without our express and prior written consent is prohibited. Any other use or reproduction of any such materials without our prior written consent will constitute a breach of these Terms and Conditions.
12. It is strictly prohibited to collect any data from us by screen scraping or any other automated or manual collection. It is also prohibited to use any data from the Application without our prior written permission.
13. For the avoidance of any doubt, you may use the data available on the Application only as strictly required for your permitted personal purpose of availing of our service. We reserve the right to take such action as we consider necessary, including issuing legal proceedings without further notice to you, in relation to any unauthorised use of our data, or of the Application.

16. Code of Conduct

1. While using the Application you agree that all the following will be considered to be inappropriate behaviour and may warrant disciplinary action including termination of your account:

 - a. Transmitting or communicating any content which, in our opinion, is offensive, including language that is hurtful, offensive, harmful,

threatening, abusive, harassing, obscene, vulgar, sexually explicit, unlawful, or racially, ethnically, or otherwise objectionable.

- b. Posting any inappropriate information about yourself or other players to external websites and social media channels or anywhere else that might be reasonably considered to be a 'public space', including password protected 'private' online spaces.
- c. Impersonating any person or business, or communicating in any way that makes it appear that the communication originates from GiddyUp or our commercial partners or other non affiliated businesses, organisations or individuals.
- d. Threatening, harassing or stalking another user of the Application.
- e. Spamming chat.
- f. Participating in any action which, in our opinion, exploits the Application in order to secure unfair advantage over other players or threatens the security measures deployed.
- g. Participating in any action which in our opinion, defrauds any other player of the Application.
- h. Removing, altering or concealing any copyright, trademark, patent or other proprietary rights notices of GiddyUp contained in the Application. You are also prohibited from the transmission of content that violates or infringes the rights others, including without limitation, patent, trademark, trade secret, copyright, publicity, or other proprietary rights.
- i. Using any unauthorised programmes that interact with the software in any way for any purpose, including, but not limited to intercepting, emulating, or redirecting any communication, or collecting information or reading memory used by GiddyUp.

17. Software and Links

1. By using the Application, you are wholly responsible for all internet and/or data connection fees, together with all equipment servicing or repair costs necessary to allow you to access the Application.
2. When using the Application it may be necessary for us to provide you with our own software. You may be required to enter into end user terms and conditions of use in respect of such Software in order to make use of such Software. The terms upon which you may download and use any such Software will be made available to you at the time of download and must be accepted by you prior to your use of that Software.
3. Under no circumstances shall you interfere with, copy, modify or reverse engineer any Software provided to you by us
4. The Application may contain links to other third party sites, some under commercial agreement between GiddyUp and these third parties. These links are provided solely as a convenience to you and not as an endorsement by us of the content of these third party websites, beyond that of any specific offer advertised within the GiddyUp Application. Use of these links and the external websites are at your own risk. The linked websites are not under our control and therefore we accept no responsibility for the content of such websites. We hereby disclaim all liability with regard to your access to and use of such websites.
5. No links are permitted to the Application without our prior written permission.

18. Copyright Compliance and Reliance on information provided

1. All information with this Application is copyright compliant within the Commonwealth of Australia, its territories and jurisdictions. The promoters of this Application are not liable for any possible

infringement caused by this Application in other jurisdictions or misuse or misappropriate by users of the Application.

2. We accept no responsibility for reliance on information provided within this Application which results in loss, damage, inconvenience or any other unintended negative consequence.

19. General Liability

1. You accept and relinquish any right to hold the developers of the Application liable for any loss, real or perceived as a result of participating in this free game of skill based on Fantasy Horse Racing Tipping, including not limited to financial, technical or commercial loss. You also accept any additional issues of compliance as prescribed by your cellular network or telephone manufacturer.

20. Security

1. We follow best practice to safeguard your personal information. You accept the inherent security implications of using the internet, and therefore we cannot absolutely guarantee the security of any information you disclose beyond the level of best practice security measures we deploy.
2. To maintain a high level of security, we may perform random security checks on your account and keep records of transactions and activity data/documentation and you agree to fully co-operate with us in respect of such requirements. We reserve the right to terminate and/or suspend your registration and/or account and/or withhold payment to you if we do not receive such documentation.

21. Jurisdictions

1. Persons located outside Australia's States and Territories are prohibited from using the Application. This prohibition may be changed by us from time to time with or without notice.
2. The presentation by us of any gaming fantasy type propositions or facilities does not constitute an offer or invitation for the use of the Application in any jurisdiction outside Australia.
3. It is your responsibility to fully and completely comply with laws concerning betting in the jurisdiction in which you are located. If you live in a country or state which discourages or actively prohibits activity as featured within our Application you must not register with us, or attempt to use our services.
4. Accessibility of the Application in any jurisdiction outside of Australia shall not be construed as a representation or warranty with respect to the legality of use of the Application in that jurisdiction. No winnings shall be paid to you in respect of the use of the whilst you are located outside Australia. Further more we take no responsibility for any personal loss or deprivations that may occur should you choose to access this service outside of Australia.
5. We reserve the right to terminate your account and refuse any and all current or future use of the Application if we suspect or know that you have been using them whilst located outside of Australia.

22. Miscellaneous

1. No Waiver: Any failure by us to enforce any provisions of these Terms and Conditions shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver of any provision of these Terms and Conditions shall not constitute a

waiver or any future obligation to comply with such provision or requirement.

2. **Severability:** These Terms and Conditions are severable. If any term or condition is declared invalid unlawful or unenforceable to any extent, that term or condition will to that extent be severed so that the remaining Terms and Conditions will continue to be valid to the fullest extent permitted by law.
3. **Assignment:** The Agreement is made exclusively between us and you. You shall not be entitled to assign or transfer this Agreement in any way. We are entitled to assign, transfer, charge or otherwise deal in our rights as we see fit.
4. **Entire Agreement:** These Terms and Conditions, together with the Privacy Policy, represent the entire agreement between you and GiddyUp, and your acceptance of the Terms and Conditions is an acknowledgement by you of your agreement to be bound by the terms and conditions.
5. **Governing Law:** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Victoria, Australia. You irrevocably agree that the courts of Victoria shall have exclusive jurisdiction to resolve any dispute or claim of whatever nature arising out of or relating to the Application. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of our intellectual property rights or breach of these terms and conditions is taking place or originating.

23. Privacy Policy

6. The Privacy Policy forms part of these Terms and Conditions. Any information that you send to us will be processed in accordance with our Privacy Policy.