

## TERMS AND CONDITIONS

### OPTIVER 'READY TRADER ONE' COMPETITION ("Competition")

**OPEN TO LEGAL RESIDENTS OF AUSTRALIA AND NEW ZEALAND WHO ARE CURRENT STUDENTS OF AN AUSTRALIAN OR NEW ZEALAND UNIVERSITY. PLEASE DO NOT PARTICIPATE IF YOU ARE NOT ELIGIBLE AND/OR LOCATED IN A COUNTRY OTHER THAN AUSTRALIA OR NEW ZEALAND AT THE TIME OF ENTRY.**

**By participating in the Competition, participants agree to these Terms and Conditions, which are final and binding in all respects. Participants are responsible for ensuring their familiarity with the terms and conditions at the time of participation.**

#### **1. PROMOTER:**

The Promoter of this Competition is Optiver Pty Limited (ABN 23 135 181 136) ("**Optiver**" or the "**Promoter**") of 39 Hunter Street, Sydney NSW, 2000, Australia.

#### **2. ELIGIBILITY:**

The Competition is open to Australian and New Zealand residents who are current students (either full-time or part-time, and either on-campus or off-campus/online) of an Australian or New Zealand university and are located in Australia or New Zealand at the time of entering and participating in the Competition, who fulfil the entry requirements and are not a Restricted Entrant (as defined below) ("**Eligible Entrants**"). A prior participant in a previous competition of the Promoter may participate in the Competition provided they are an Eligible Entrant.

Eligible Entrants who are under the age of 18 years, must seek permission from their parent or guardian to enter. The Promoter reserves the right to request this consent in writing.

Eligible Entrants may participate in the Competition once only, either on their own as an individual participant ("**Individual Entrant**") or as part of a group-entry ("**Team**"), and multiple entries are not permitted for this Competition.

"**Restricted Entrants**" include:

- a) persons who are not current students of an Australian or New Zealand university;
- b) persons aged under 18 years old who have not received permission from their parent or guardian to enter the Competition;
- c) current and former employees, directors and contractors of the Promoter (and their immediate families), its related entities, and other agencies, firms or companies associated with the Competition;
- d) persons who have accepted an offer of employment with and entered into an employment contract with the Promoter and whose employment period has not started yet;
- e) current employees of any Competitor of the Promoter;
- f) former employees of any Competitor of the Promoter and persons who have accepted an offer of employment with and entered into an employment contract with any Competitor of the Promoter and whose employment period has not commenced unless they are a student

of an Australian or New Zealand university during the Competition and otherwise an Eligible Entrant;

- g) persons who have won a prize or prizes valued either individually or collectively at more than \$5,000 (including GST) in any Competition run by or on behalf of the Promoter, within the 12 months prior to the commencement of the Competition Period (as defined below); and
- h) persons who have breached the terms and conditions of any competition run by or on behalf of the Promoter.

The persons referred to above as 'Restricted Entrants' of these Terms and Conditions include natural persons and non-natural persons (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion. By entering this Competition you represent that you are eligible to enter.

**“Competitor of the Promoter”** includes any Trading Firm, Financial Services Entity and Technology Company, where “Trading Firm” means any corporate or private sector entity whose primary business involves trading on stock markets or a related entity thereof, “Financial Services Entity” means any corporate or private sector entity operating in the financial services industry or a related entity thereof, and “Technology Company” means a corporate or private sector entity that develops or manufactures technology or provides technology as a service or a related entity thereof.

**Teams / group-entries:** A Team must consist of a maximum of 2 persons who are each eligible to enter the Competition (each a **“Team Member”**). Variations to the composition of a Team may only be made prior to commencement of the Competition Period defined below by emailing readytraderone@optiver.com.au. Once the Competition Period has commenced, a Team Member may withdraw from the Competition if they are no longer able to participate in the Competition, and must notify the Promoter by email at readytraderone@optiver.com.au. New Team Members cannot be substituted or added to a Team once the Competition Period has commenced. A Team’s name cannot be changed once the Competition Period has commenced.

Each Individual Entrant and each Team (each an **“Entrant”**) must nominate an ‘entry name’ that will be used to identify them during the Competition.

### **3. THE COMPETITION PERIOD:**

The Competition begins at 9.00am Sydney time on 8 March 2021 and ends on 7 April 2021 following completion of the Final Grand Prize Tournament (the **“Competition Period”**).

During the Competition Period there will be three online tournaments, plus a final grand prize tournament which will be a live stream event. The dates are as follows:

#### **Online stage of the Competition:**

**Online Tournament 1:** Friday, 12 March 2021 at 6.00 pm Sydney time

**Online Tournament 2:** Thursday, 18 March 2021 at 6.00 pm Sydney time

**Online Tournament 3:** Thursday, 25 March 2021 at 6.00 pm Sydney time

## **Final stage of the Competition:**

**Final Grand Prize Tournament:** Wednesday, 7 April 2021 at 9:00am Sydney time.

## **4. TO PARTICIPATE:**

**Pre-Competition Activities:** To participate in the Competition, each Individual Entrant and each Team Member (i.e. every person participating in the Competition regardless of whether they are participating as an individual or as part of a Team) must complete a registration form available at [www.readytraderone.com.au](http://www.readytraderone.com.au). At least one member of each Team must also submit a Team registration form at [www.readytraderone.com.au](http://www.readytraderone.com.au). Entrants are able to register until 1 March 2021.

**Competition Activities:** Then, during the Competition Period, each Entrant must complete the following Competition activities (each a “**Competition Activity**”):

- Develop an “Auto-Trader”: This process involves developing code in the Python programming language (version 3.6.10), which can be downloaded from <https://www.python.org/> for free), OR the C++ programming language (version 8.3.0 using the C++14 standard) and GNU C++ compiler. The Competition will be run on the Linux operating system and competitors should be careful to ensure that their auto-trader works in that environment.

To assist with the development of an auto-trader, all Entrants will be sent an email with a link to access the following resources from a Git server:

- (a) Python ‘source code’, OR C++ ‘source code’, including a sample auto-trader, (which can be used by each Entrant as the basis for developing, testing and debugging their own auto-trader).
- (b) Sample ‘market data’ generated in the same way and from the same source as the data which will be used for the Competition (but not identical to the data used in the Competition). This data can be used by Entrants to test their auto-trader.

Entrants must analyse the source code and sample market data and use this information to write/develop their auto-trader. The source code will be the same as that used to run the Competition, except for some minor modifications made by Optiver. The sample market data will also exhibit similar characteristics to the actual data used in the Competition. Therefore, an understanding of the sample market data and source code will assist with developing the auto-trader.

- To participate in an Online Tournament, entrants must submit their auto-trader to Optiver (via the Competition website) no later than one hour prior to the commencement of that Tournament (i.e. by 5.00 pm Sydney time on Friday 12 March 2021 for Online Tournament 1, 5.00pm Sydney time on Thursday 18 March 2021 for Online Tournament 2 or 5.00 pm Sydney time on Monday 22 March 2021 for Online Tournament 3). If an auto-trader is submitted after 5.00pm, it will be submitted to the subsequent Online Tournament(s) unless the Promoter cancels those subsequent Online Tournaments. The Promoter reserves the right to cancel Online Tournament 2 and Online Tournament 3 depending on the number of Entrants. If an Entrant submits more than one auto-trader, only the most recent submission

will be considered. This auto trader will then 'compete' with other Entrants' auto-traders in the Online Tournament. Entrants will have the opportunity to revise and re-submit their auto-trader to Optiver (via the Competition website) following each Online Tournament. Re-submission of a revised auto-trader is not compulsory and Optiver will continue to use the Entrant's originally submitted auto-trader in each subsequent Tournament if they do not submit a revised/updated auto-trader.

- After each Online Tournament, Optiver will send Entrants an email to inform Entrants of the results and provide them with a link to an SFTP server where they can access a log file containing records of their auto-trader's actions during that Online Tournament. Results will be provided as soon as processing is complete which will depend on the number of participants in each round.

Entrants are encouraged to analyse the information contained in the log file(s) they receive from Optiver and use that information to make improvements to their auto-trader. They can then resubmit the revised auto-trader to Optiver (via the Git server) no later than one hour prior to the commencement of the next Online Tournament, so that their updated auto-trader can participate in that Tournament.

- Once all of the Online Tournaments are complete, the remaining teams will progress to the Final Grand Prize Tournament and will be able to use the log files they are provided with to make any final changes they wish to make to their auto-trader before it participates in the Final Grand Prize Tournament. Any revisions to an Entrant's auto-trader must be submitted to Optiver (via the Competition website) no later than 5.00 pm Sydney time on Monday, 29 March 2021.

**The Final Grand Prize Tournament:** The Final Grand Prize Tournament will consist of the top eight (8) qualifiers from Online Tournament 3 (as described in section 5 below) participating in a final tournament which will be live-streamed via a webcast (a link to which will be available from [www.readytraderone.com.au](http://www.readytraderone.com.au)). This final tournament will be run in the same way as the Online Tournaments (albeit with only eight competitors). Optiver may require Entrants to attend a Zoom webinar with Optiver representative(s) to provide a verbal description to 'walk them through' their code (a link to the Zoom webinar will be emailed to each Entrant) in order to verify that the Entrant actually wrote the source code they claim to have written (the verbal description should be easy for someone who is familiar with that code (i.e. the author)).

The Final Grand Prize Tournament will consist of the top eight (8) qualifiers from Online Tournament 3 (the **Finalists**).

The Promoter will invite Finalists to attend Optiver's Sydney office at a date yet to be confirmed, following the Competition, and will cover the costs for travel and accommodation for the benefit of the Entrant to be able to attend ("**Office Visit**").

All finalists who attend a university outside Sydney and the Greater Sydney Region will be provided with:

- (a) a return economy airfare (including taxes) from the Finalists' nearest capital city to Sydney; and

- (b) one night accommodation at a hotel of at least four stars in Sydney for the night before the Office Visit, including airport transfers.

All Finalists who reside more than 50 km from Sydney will be provided with one night accommodation at a hotel of at least four stars in Sydney for the night before the Office Visit (**Travel Costs**).

The Finalists must attend and be available to travel on the day before the Office Visit in order to participate in the Office Visit. Any costs associated with changes to flights or accommodation are the responsibility of the Finalists.

Acceptance and use of the Travel Costs is subject to the terms and conditions imposed by those involved in providing services as part of or in connection with the Travel Costs, including, airlines, accommodation, and travel booking companies.

All components of the Travel Costs must be taken together in a single trip and cannot be redeemed separately.

Any component of the Travel Costs not used for the purpose of the Office Visit by the Finalists is forfeited and the Promoter is not obliged to provide the Finalists with the cash equivalent of or any substitute for any Travel Costs component in those circumstances.

Finalists must hold a valid credit card and present it at the accommodation to cover any incidental charges they incur during their stay.

Participants must complete all Competition Activities within the required timeframes that are shown in sections 3 and 4 above. Submissions in respect of each Online Tournament or the Final Grand Prize Tournament that are submitted outside of the required timeframes will not be counted.

Entrants must participate in Online Tournament 3 and the Final Grand Prize Tournament (if invited) to be eligible to win a prize. If a Team is invited to participate in the Final Grand Prize Tournament and not all Team Members are able to be present on the live-stream webcast, the Promoter reserves the right to select and invite the next best qualifier in place of that Team.

Those who do not:

- follow all of the instructions above;
- provide the required information in their Competition registration form; or
- abide by these Terms and Conditions,

may be disqualified.

Should multiple users of the same e-mail account participate in the Competition and a dispute arises regarding the identity of the participant, the authorised account holder of said e-mail account at the time of entry will be considered the participant. "Authorised account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organisation which is responsible for assigning email addresses or the domain associated with the submitted e-mail address.

Entries must not have been published or submitted previously in other competitions (except in previous competitions of the Promoter). An entry cannot be modified after it has been submitted, but this does not limit the modification of auto-traders as permitted by these Terms.

The eligibility of entries is solely within the discretion of the Promoter.

By participating, participants grant to Promoter, a non-exclusive, free of charge authorisation to record, use, copy, sublicense, transmit, distribute, publish, edit, delete, display, create derivatives works of, and otherwise use and exploit participant's entry, or any portion thereof, together with other materials, edited or altered as Promoter sees fit, in any manner, in any media now known or hereafter devised, without compensation for the purposes of managing, operating, further developing and promoting the Competition (and any future iterations of the Competition) or otherwise in or in relation to the promotion of the Promoter. To the extent that a participant has any moral rights in their entry or in any other material submitted to the Promoter, the participant unconditionally and irrevocably consents to each of the activities described above and to the use of their entry or other material with or without attribution, waives any such moral rights outside Australia or New Zealand and agrees not to enforce any moral rights they may have in or outside Australia or New Zealand.

By participating, each participant agrees that his/her submission is gratuitous, is not confidential and is made without restriction, and will not place the Promoter under any obligation. Each participant acknowledges that nothing in Promoter's acceptance of his/her submission, prevents Promoter from using similar or related ideas whether or not previously known to Promoter, developing by its employees, or obtained from sources other than participant.

The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications. The Promoter assumes no responsibility for any error, omission, interruption, corruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer networks and systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any web site, or any combination of them, including any injury or damage to any Entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Competition.

The Promoter reserves the right to reproduce names, photographs, audio and/or video footage, material, comments, feedback and other identifying information provided by Entrants in promotional material including but not limited to website, brochures and other online channels and each Entrant provides their consent for the Promoter to do so.

## **5. COMPETITION MECHANICS, WINNER SELECTION AND ANNOUNCEMENT:**

Winning entries are selected against set criteria as described below. The winning entries will be determined on Friday 26<sup>th</sup> March 2021 and selection will take place on a live-stream webcast from 39 Hunter Street, Sydney, NSW 2000, Australia or another location in NSW Australia, within one hour following the Final Grand Prize Tournament.

The Competition consists of a series of knockout tournaments (Online Tournament 1, Online Tournament 2 and Online Tournament 3), each of which contains one or more rounds (**Round**). In each Round, auto-traders will be divided into Groups with a fixed maximum size and the auto-traders within each Group will participate in a match where they trade against each other in the same market (**Match**).

The number of auto-traders in each Group and the number of Rounds in each tournament will be chosen based on the number of entries to that tournament. The Final Grand Prize Tournament will consist of only one Round/Match with eight (8) entrants.

To determine the ranking of auto-traders in a Match, the software will report the 'profit' and the 'total fees' for each auto-trader at regular time intervals of 0.25 seconds, called ticks. In addition, if an auto-trader breaches a 'hard limit' the software will report it. There are two hard limits:

1. Message Frequency Limit. An auto-trader may send no more than fifty (50) messages per second.
2. Position Limit. An auto-trader may accumulate a position of no more than one-thousand (1000) lots, long or short.

At the end of each Match, auto-traders will be ranked in the following manner:

- A. Hard Limit Breaches. First, auto-traders will be divided into two groups, those that do not breach a hard limit and those that do. Auto-traders that do not breach a hard limit will be ranked first and those that do will be ranked last.
- B. Highest Profit. Within each group defined in (A), auto-traders will be ranked in order of highest profit (as at the final tick of the Match) first and lowest profit (as at the final tick of the Match) last.
- C. Ties Ranked by Standard Deviation of Profit. In the event of a tie between two auto-traders the one with the lowest standard deviation of profit at each tick will be ranked first while the one with the highest standard deviation of profit at each tick will be ranked last.
- D. Ties Ranked by Total Fees. If two auto-traders are still tied the one with the lowest total fees (as at the final tick of the Match) will be ranked first while the one with the highest total fees will be ranked last.

The highest-ranked auto-traders in each Match will proceed to the next Round and this process repeats until a winner of the tournament is determined. The number of auto-traders that proceed from each Round to the next will be chosen based on the number of entries to the tournament.

After each of the first and second Online Tournaments the Entrants/Teams whose auto-traders achieved the highest ranks in the final Match of that tournament will be given the status of 'seed' in the subsequent tournament. Entrants/Teams will be seeded according to their auto-trader's rank (i.e. first, second and so on). For example, the winner of the final Match in Online Tournament 1 will be first seed in Online Tournament 2, second place in the final Match of Online Tournament 1 will be second seed for Online Tournament 2 and so on.

In Online Tournaments 2 and 3 the draw will be constructed in such a way that the auto-traders of the seeded Entrants/Teams do not face each other until as late as possible in the tournament. For example, the auto-traders of the first and second seeds are placed in different halves of the draw so

that they do not face each other until the final Round (assuming they proceed through all Rounds to the final).

The Promoter may publish a 'leaderboard' on the Competition website to show rankings of top participants and update this following each Online Tournament, but such leaderboard is for informational purposes only, is not official, may not be accurate and should not be relied upon in any way. The Promoter reserves the right to modify, remove, or amend the leaderboard in the event of any misconduct, in Promoter's reasonable discretion.

The eight (8) highest ranked Entrants whose auto-traders participate in the final Match of Online Tournament 3, as determined by Promoter in its absolute discretion, will progress to the Final Grand Prize Tournament where they will compete for first, second, third, fourth, fifth, sixth, seventh, and eighth prize.

If one of the top eight (8) qualifying Entrants is unable to participate in the Final Grand Prize Tournament, the Promoter may (at its absolute discretion) choose to progress the next highest qualifying Entrant to the Final Grand Prize Tournament instead.

The Entrant whose participation in the Final Grand Prize Tournament results in:

- a) the highest rank will receive the First Place Prize (as defined in Prize Details below);
- b) the second-highest rank will receive the Second Place Prize (as defined in Prize Details below);
- c) the third-highest rank will receive the Third Place Prize (as defined in Prize Details below);
- d) the fourth-highest rank will receive the Fourth Place Prize (as defined in Prize Details below);
- e) the fifth-highest rank will receive the Fifth Place Prize (as defined in Prize Details below);
- f) the sixth-highest rank will receive the Sixth Place Prize (as defined in Prize Details below);
- g) the seventh-highest rank will receive the Seventh Place Prize (as defined in Prize Details below);
- h) the eighth-highest rank will receive the Eighth Place Prize (as defined in Prize Details below),

subject to verification by Promoter and the tie-breaking restrictions above.

Promoter reserves the right to verify the identity and accuracy of submitted information of a winner and all relevant related parties prior to awarding a prize. Additionally, Promoter reserves the right to conduct a background check on potential winners (including Team Members) to ensure they are eligible and not subject to any sanctions administered or imposed by any government entity or regulatory authority which has jurisdiction over the participant.

Winners of the Final Grand Prize Tournament will be announced on 7 April 2021 via a live-stream webcast (a link to which will be made available at [www.readytraderone.com.au](http://www.readytraderone.com.au)) from 39 Hunter Street, Sydney NSW, 2000, Australia or another location in NSW Australia following the completion of the Final Grand Prize Tournament, and all winners will also be notified in writing by email on 5 April 2021. The name of each winner will also be published on Promoter's website (<https://www.optiver.com>) and may also be announced on Optiver's social media channels.



The Promoter shall not be liable for any prize that may be lost, stolen, forged, damaged or tampered with in any way before it reaches the winner.

In the event that the Promoter is unable to supply the Prize, the Promoter reserves the right to supply an alternative prize of similar value.

Winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the Prize, free of charge, and they consent to the Promoter using their name and image in promotional material for an unlimited time and without remuneration.

If a winner is not present on the live-stream webcast of the Final Grand Prize Tournament when the winners are announced, the Promoter will use best endeavours to contact them using the contact information provided by the Entrant at the time of registration. In the event that the Promoter is unable to make contact with the winner for any reason within three (3) months from the Final Grand Prize Tournament date or the prize remains unclaimed for any reason, that prize will be awarded to the next highest scoring Entrant (i.e. the Entrant who obtained the next highest net profit). The Promoter will provide each winner with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's instructions.

The Promoter reserves the right to request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.

Entrants who fail to provide all requested personal information, may be determined by the Promoter, at its sole discretion to be ineligible to win a prize. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

It is the responsibility of each Entrant to notify the Promoter of any change to their contact details.

If any or all competing Individual Entrants or Teams are disqualified (as outlined in section 8), Promoter reserves the right to withhold any winnings or to select the next best Entrant.

In the event of any dispute regarding the administration, rules, results and all other matters relating to the Competition, the decision of the Promoter shall be final and no correspondence or discussion shall be entered into.

## **6. PRIZE DETAILS:**

The total prize pool consists of:

- a) "First Place Prize" - AU\$50,000
- b) "Second Place Prize" - AU\$5,000
- c) "Third Place Prize" - AU\$1,000
- d) "Fourth Place Prize" - AU\$1,000
- e) "Fifth Place Prize" - AU\$1,000
- f) "Sixth Place Prize" - AU\$1,000
- g) "Seventh Place Prize" - AU\$1,000
- h) "Eighth Place Prize" - AU\$1,000,

(each a “Prize”), and in total is valued at \$61,000 (excluding GST).

If the winner of a Prize is a Team, that Prize will be evenly distributed between each Team Member. If the winner of a Prize is under 18 years of age, the Prize will be awarded to the winner’s parent or legal guardian. The prize money will be paid to each winner by direct bank transfer, within 28 days of the date of the Final Grand Prize Tournament to their nominated Australian or New Zealand bank account that is in their name (or any other form reasonably determined by Promoter) and the Promoter will provide each winner with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter’s instructions.

Limit one (1) Prize per Entrant. Prizes are non-transferable.

All Prizes set out in these Terms and Conditions are exclusive of any applicable taxes. The Promoter accepts no responsibility for any variation in the value of a Prize.

Winners will be solely responsible for all taxes and for any other fees or costs associated with the prize they receive. Winners will be solely responsible for complying with any tax reporting obligations.

All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner. Prize winners are advised that tax implications may arise from their prize winning and may wish to seek independent financial advice prior to the acceptance of the prize.

All other costs associated with the Prize are the responsibility of the Winner.

## **7. PRIVACY:**

By participating in the Competition, each Entrant consents to disclosing their personal information to the Promoter and the Promoter using, and disclosing their personal information to the relevant authorities in the relevant States, the Promoter’s related entities, the Promoter’s agencies and other third parties, including Amazon Web Services, that are engaged to provide services in connection with the Promotion for the following purposes:

- (a) conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements and advertisements in relation to the Competition;
- (b) contacting the Entrant in relation to the Competition;
- (c) publishing the winner’s names and State/Territory/Country of residence as (and if) required under relevant legislation;
- (d) providing information about events being organised by the Promoter at the Entrant’s university campus or elsewhere;
- (e) recruitment purposes, including notifying the Entrant of employment or internship opportunities with the Promoter; and
- (f) hosting the information for the purposes of the Competition, including outside Australia.

Entrants do not have to provide their personal information, but failure to do so may render them unable to participate in the Competition and/or receive a Prize.

By entering the Competition, Entrants consent to the use of their personal information as described in this clause 7. Entrants agree to the Promoter handling their personal information in accordance with the Promoter's privacy policy available at:

<https://www.optiver.com/wp-content/uploads/2020/11/Privacy-statement-12-2019.pdf>

All personal information will be stored on servers located in Australia.

Entrants may access, change and/or update their personal information in accordance with the Promoter's privacy policy (link provided above). The Promoter's privacy policy also contains information about how Entrants can make a complaint.

Each participant also hereby expressly consents to their name and/or 'team name' being included in a publicly available leaderboard and, winner list published on the Promoter's website and social media channels if they are selected as a winner. Each participant may withdraw their consent at any time by sending an email to [readytraderone@optiver.com.au](mailto:readytraderone@optiver.com.au).

#### **8. GENERAL TERMS AND CONDITIONS:**

The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any Entrant or other person, subject to applicable laws.

The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these terms and conditions, acted in bad faith, or engaged in any unlawful or other improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other Entrants.

If for any reason the Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and/or to cancel, terminate, modify or suspend the Competition.

In the case of any Force Majeure Event or the intervention of any outside agent or event which naturally changes the result of the Competition or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes, pandemics; the Promoter may in its absolute discretion modify, suspend or cancel the Competition, or any component of it and/or may recommence it from the start on the same conditions at a later date.

A **Force Majeure Event** means a pandemic, an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a Government agency, a failure of a supplier, public utility or common carrier or computer disruption due to the effects of a virus or other malicious code introduced other than through the acts or omissions of the Participant seeking relief.

Without limiting any of the above, if any travel arrangements or in person component of the Competition are affected by a Force Majeure Event, including any border or travel restrictions between Australian States or between Australia and New Zealand, then the Promoter may at its discretion conduct any component of the Competition virtually or partly virtually, as determined at the sole discretion of the Promoter. The Promoter also reserves the right to offer some Entrants the option to participate virtually and others in person.

Entrants are responsible for any and all expenses that they incur in entering the Competition and will not be reimbursed regardless of whether or not they win the Competition.

**9. LIMITATIONS OF LIABILITY AND RELEASE:**

Except for any liability that cannot by law be excluded, the Promoter and its related bodies corporate (and any of their personnel) exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant (including a winner) in connection with this Competition, including, without limitation: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of the Promoter and its related bodies corporate (and any of their personnel); and (iii) any liability for personal injury or death. No responsibility will be taken by the Promoter or its authorised agents for entries which are ineligible due to technical reasons or any other reason.

A winner's use of a Prize is entirely at their own risk. As a condition of accepting a Prize, the winner must sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.

**10. GOVERNING LAW AND JURISDICTION:**

This Competition is governed by the laws of New South Wales, Australia and the parties exclusively submit to the courts of New South Wales, Australia.

**Permit No ACT TP 21/00068**