

UPCOZ PTY LTD

General Terms and Conditions

Version: 24 June 2025

Public Document

Contents

Summary	3
Definitions	4
1. General	6
2. Authorisation to access and use UPCOZ's betting platforms	7
3. Account Verification	8
4. Account Deposits and Withdrawals	9
5. Restricted Jurisdictions	11
6. Fraud	11
7. Disputes	13
8. UPCOZ's Reserved Rights	13
9. Assignment	14
10. Responsible Gambling	14
11. Personal Information Collection	15
12. Intellectual Property Rights	16
13. Third Party Associations	16
14. IT Failures	16

GENERAL TERMS AND CONDITIONS

Summary

1.1. You agree that:

- a) by opening an Account with us; and/or
- b) by betting with us (including entering a Showdown),

you agree to be bound by our Terms and Conditions.

1.2. Each time you access and use your Account with us or place a bet with us (including entering a Showdown) you enter into a contract with us.

1.3. It is your responsibility to read and understand the Terms and Conditions.

1.4. Your continued use of our Platforms constitutes acceptance of the Terms and Conditions.

1.5. If you do not accept the Terms and Conditions, please do not access or use our Platforms, apply to open or open an Account with us.

1.6. We reserve the right to make any changes to our Terms and Conditions and Privacy Policy at any time. It is your responsibility to ensure that you agree with any such changes and in the instance, where you do not agree to the change/s, you should close your Account.

1.7. Our Terms and Conditions and the content on our Platforms, constitutes your entire agreement with us.

1.8. These Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales. Both parties submit to the exclusive jurisdiction of the New South Wales Courts in respect of any dispute or matter arising from these Terms and Conditions.

1.9. We are licensed and regulated by the New South Wales Greyhound Wagering and Integrity Commission ("GWIC") and Liquor and Gaming NSW (L&GNSW).

1.10. We offer two types of Accounts:

- a) Betting Account with a Betting Account Wallet; and
- b) Showdown Account with a Showdown Account Wallet.

1.11. If you open a:

- a) Betting Account with us, you are registering for a Showdown Account with us (that may require wallet activation) and direct marketing about our Showdown product; and
- b) Showdown Account with us, you are registering for a Betting Account with us (that may require wallet activation) and direct marketing about our other betting products.

Definitions

In these Terms and Conditions, the terms "**we**", "**us**", or "**our**", refer to UPCOZ Pty Ltd ABN 93 621 899 634 and the following meanings apply unless a contrary intention appears:

Access Details - the unique User ID and Password that are assigned to you when you open an Account with us.

Account - a unique betting account that has been issued to you by us at your request, which can be Betting Account or a Showdown Account.

Account holder – a person who holds an Account with us and may be referenced as “you”, “your”, or “their”, “member” or “player”.

Apps – our iOS, Android or other applications that you use to place bets with us including entering a Showdown.

Best Tote - deemed to be the Best of the 3 Australian TAB Win Tote Prices.

Best of the Best (BOB) - is available on selected Saturday Metropolitan Thoroughbred meetings, as displayed on the UPCOZ website. Unless otherwise permitted by UPCOZ, Best of the Best (BOB) wagers:

- (a) are only available up until 30 minutes to jump;
- (b) maximum payout of \$5,000.

Betting Account means the Account that you use to place racing sports bets with us (excluding our Showdown bet type) under our Betting Rules and these General Terms and Conditions. The Betting Account is separate to a Showdown Account.

Betting Account Wallet means the wallet attached to your Betting Account. This is separate to a Showdown Account Wallet.

Betting Activity - placing a bet with us, making a deposit into your Account, or making a withdrawal of eligible funds from your Account.

Cash Out – is a betting product which permits the Account holder to request a return on your bet (wager) prior to the market(s) in which you placed the bet finalising.

Claims - all claims, losses, liabilities, damages, costs and expenses (including legal fees).

Client – UPCOZ Account holder

Dead-Heat - when two or more competitors are officially declared to have finished equal. This applies to both winners and place getters in a single event.

Device - any hardware or equipment by which you access, use or otherwise interact with your Account or our Betting Platforms, including mobile phones, smart phones, telephones, tablet computers, laptop computers and desktop computers.

Dispute - includes any dispute or matter between UPCOZ and a Client arising from these Terms or relating to the products and/or services provided by UPCOZ to Clients

IP address - Internet Protocol address

Jurisdiction - the jurisdiction in which you live or from which you access our Platforms (as applicable).

Person - includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust

Promotional Bonuses - bonuses awarded pursuant to Bonus Promotions offered by UPCOZ

Platforms – our Apps and Websites.

Showdown means our bet type that you may enter on the part of our Platforms that offer the Showdown bet type (in accordance with the Showdown Rules and our General Terms and Conditions).

Showdown Account means the Account that you use to enter the Showdown. This is separate to a Betting Account.

Showdown Account Wallet means the wallet attached to your Showdown Account. This is separate to a Betting Account Wallet.

Terms and Conditions - includes these General Terms and Conditions, our Betting Rules, our Showdown Rules and other documents referenced in this document, as amended from time to time.

UPCOZ or 'we' / 'us' our' means UPCOZ Pty Ltd.

Websites – our websites where you place bets with us including entering a Showdown.

Interpretation

The following applies in relation to the Terms and Conditions:

- (a) headings in this document are to allow the Account holder to easily identify sections only and do not affect interpretation;
- (b) words included stand for both singular and plural;
- (c) words depicting gender includes every gender;
- (d) any reference to any legislation includes reference to that legislation as amended, re-enacted or replaced; and
- (f) all references, unless otherwise stated, relate to Australian currency.

1. General

- 1.1. It is the Account holder's responsibility to be aware of any changes to the Terms and Conditions detailed on our Platforms. By opening an Account with us, you are deemed to have read and understood, and agree to be bound by, the Terms and Conditions and the Privacy Policy.
- 1.2. The Account holder must be aged 18 years or older. It is mandatory that the Account holder provide verification of age.
- 1.3. In the instance whereby it is ascertained an Account holder is under 18 years and a bet (wager) has been placed, we reserve the right to not pay any winnings which may have been payable to the Account holder in respect to the bet (wager) placed.
- 1.4. You acknowledge that there is a risk of losing money when gambling through our Platforms and you accept full responsibility for any such loss. Your use of your Account is at your discretion and risk. You may close your Account at any time.
- 1.5. It is the Account holder's responsibility to ensure all Account details, including but not limited to, email address, mailing address, contact phone numbers and bank details (including debit card expiry details), are kept up to date. In the event that an Account holder's details are not kept up to date, we reserves the right to suspend the Account.
- 1.6. We may request proof of your Account details for the purpose of confirming the currency and accuracy of those details.
- 1.7. We reserves the right to verify the debit card that you seek to use by charging that card with a small authorisation amount and requesting the Account holder to confirm the exact amount in accordance with our instructions. Withdrawal of funds will not be permitted until the Account holder has correctly verified the amount charged.
- 1.8. The Account holder agrees to allow their contact details to be utilised by UPCOZ for the use of being informed of UPCOZ's products and promotions and any related events.
- 1.9. It should be noted, however, there may be circumstances in which UPCOZ is obliged by legislation to provide other organisations access to Your personal information.
- 1.10. You must only use your Account for your own personal use.

Another person is not permitted to access or use your Account. Any bet (wager) made via our Platforms where the account holder's User ID and password have been used will be regarded by UPCOZ as valid and may not be changed, cancelled or modified.
- 1.11. In the event whereby UPCOZ is made aware that a bet (wager) has been made in error, the bet (wager) may only be voided at the UPCOZ management's discretion prior to the event's commencement.
- 1.12. If at any time, the Account holder suspects that their User ID and password is no longer confidential, they must notify UPCOZ immediately. UPCOZ reserves the right to invalidate any transactions which references the previous Account User ID and Password.
- 1.13. If another person accesses the account of an Account holder using the Account holder's Access details, the Account holder is solely responsible and liable for any bets placed

and any transactions conducted (eg. Withdrawals), regardless of whether the Account holder authorised such transactions.

- 1.14. The Account holder accepts responsibility for any bets placed or other transactions conducted on their account whereby access is granted by the following:
- 1.15. Where software on your Device remembers or retains your, or part thereof, Access details
- 1.16. Where you select an option that remembers or retains your Access details on our Website;
- 1.17. Where you are logged on to our Website and you do not manually log out.
- 1.18. The Account holder may not have more than one UPCOZ account at any time.
- 1.19. In the instance whereby it is suspected that an Account holder does have more than one account, it is deemed a breach of the UPCOZ Terms and Conditions. UPCOZ reserves the right to suspend all accounts held by the Account holder and any bets will be voided and any winning payments will be withheld.
- 1.20. The Account holder is permitted to close their Account at any time.
- 1.21. It is a requirement of an Account user to carry out Betting Activity on their Account. If you have not used your Account to carry out any Betting Activity for a period of 18 consecutive months, UPCOZ reserves the right to deem the Account to be "Inactive" and as such will notify you and commence charging an "Inactive Account Fee" (ie. \$5.00 per month) on the first business day of each month until such time as the Account is deemed Active or the Account balance reaches zero.
- 1.22. UPCOZ reserves the right to close Inactive Accounts where the Account balance has been zero for a consecutive period of 6 months.
- 1.23. By opening an Account with us, you consent to transacting and communicating electronically with us.
- 1.24. In the event of a system malfunction all bets yet to be placed or in the process of being placed are void. For the purposes of determining whether a bet has been placed both parties will consider the audit log kept by UPCOZ as the definitive source.
- 1.25. While UPCOZ takes all due care to compile and publish information, we cannot accept any responsibility for errors.
- 1.26. All bets (wagers) placed with UPCOZ are placed and received in the New South Wales, Australia.
 - 1.27. UPCOZ has no obligation to accept any bet (wager). We reserve the right to decline, refuse, or limit, any bet (or part of a bet) that an Account holder wishes to place prior to its acceptance, without providing a reason or advance notification.

2. Authorisation to access and use UPCOZ's betting platforms

- 2.1. UPCOZ reserves the right to withdraw, suspend or amend any part of our Platforms, including its features without notice at any time.

- 2.2. UPCOZ may suspend access to our Platforms and is not liable if our Platforms are unavailable for any reason.
- 2.3. UPCOZ reserves the right to change the content of our Platforms at any time, provided the changes to the content do not affect any bets or events commenced prior to the changes.
- 2.4. UPCOZ forbids the reproduction of our Platforms, or any part of them, without our express prior written consent.
- 2.5. UPCOZ only permits users to use our Betting Platforms for their personal use and does not allow the use of our Platforms for any purpose which may be considered defamatory, abusive, obscene, unlawful, racist, sexist, discriminatory or otherwise offensive, including but not limited to, if your username and security question are offensive or inappropriate.
- 2.6. UPCOZ is not liable for any costs incurred in relation to you obtaining access to our Betting Platforms, including but not limited to, connection with internet service providers/networks, telecommunications service providers or any equipment or facilities used.
- 2.7. UPCOZ does not guarantee its Platforms will be compatible or will operate with hardware or software chosen by you.

3. Account Verification

- 3.1. It is mandatory that UPCOZ Account holders provide adequate identification to prove name, age and current residential address in compliance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Commonwealth).
- 3.2. UPCOZ will utilise the services of an Online Identity Verification Company to attempt the verification of the Account holder's identity. In the instance whereby verification is not satisfied, UPCOZ may request 100 points of clear and legible identification be provided. It is at UPCOZ's discretion to request additional identification documentation.
- 3.3. It is a legislative requirement that Identification verification be performed when the Account is opened.
- 3.4. In the instance where UPCOZ is unable to verify the Account holder's identity upon registration, the Account will be suspended until sufficient identification is received. Subsequently, the Account holder will not be able to deposit, place bets or withdraw funds from their Account until verification has been completed. Please note that any funds deposited or bets placed prior to the Account being suspended will be voided under these Terms and Conditions.

Points Document Type

70 points	Passport, Birth Certificate or Citizenship Certificate. <i>Note: only one item can be used from this category.</i>
40 points	Your name, photograph and signature on any of the following: Driver's Licence, Public Service Identification Card; Social Security Identification Card; Tertiary Student Identification Card.
35 points	Your name and address verified by any of the following: Current or recent employer; Security Document; Mortgage; Land or Council Rates; Land Title Records.
25 points	Your name on any of the following: Medicare Card; Mastercard; VISA Card. Your name and address verified from any of the following: Electoral Roll; Landlord; Public Utility Records; or Driver's Licence that does not have a photo. Your name and address from any of the following: Trade or Professional Membership Records; Educational Records. Your name, address and phone number verified from the latest copy of the directory plus phone contact on that number.

- 3.5. UPCOZ reserves the right to terminate an Account holder's UPCOZ Account if they are abusive or threatening toward our staff when communicating.
- 3.6. UPCOZ reserves the right to do one or a combination of the following if they reasonably believe an Account holder has breached these Terms and Conditions or a relevant law:
- a) Suspend or terminate your Account;
 - b) Restrict the Account holder from withdrawing funds from Your Account;
 - c) Prevent the Account holder from accessing their Account and our Website;
 - d) Require the Account holder to undertake the Account Reactivation process; and
 - e) Require the Account holder to provide any additional information to deemed necessary to verify compliance with these Terms and Conditions.

4. Account Deposits and Withdrawals

- 4.1. Account holders may deposit into their Account via Poli, direct deposit or cheque. UPCOZ reserves the right to remove or restrict payment methods for account holders who reside outside of Australia.
- 4.2. UPCOZ requires that the value of any deposit into an Account holder's account be transacted or turned over prior to UPCOZ authorising a withdrawal request from the account holder.

- 4.3. If UPCOZ suspects money is being deposited or withdrawal without genuinely betting, UPCOZ reserves the right to suspend Your Account for the purposes of conducting an investigation to determine whether there has been a breach of the Terms and Conditions, or any other relevant law.
- 4.4. The Account holder is responsible for any banking fees in relation to depositing and withdrawing funds from the UPCOZ website, charged by their own banking institution.
- 4.5. UPCOZ reserves the right to pass on fees incurred by the business on financial transactions on Your Account, in addition to an administration fee determined by staffing and other costs. This includes, but is not limited to, withdrawals from Your Account to a bank account in a jurisdiction other than Australia.
- 4.6. UPCOZ will only credit Your account for a direct deposit when the money is received. UPCOZ will not rely on copies of receipts as proof.
- 4.7. Account holders must have satisfactorily completed the Account Identification Process as detailed in Clause 4, prior to any account withdrawal being processed.
- 4.8. The bank account that You nominate in Your account details must match Your name registered by UPCOZ as the Account holder. We may request that you provide a bank statement to ascertain that Your account details match.
- 4.9. UPCOZ reserves the right to reject any withdrawals to 3rd party Accounts and to suspend any Accounts, without notice, if the transfer is in breach of these Terms and Conditions or a relevant law.
- 4.10. If UPCOZ credits Your nominated bank account with funds in error, it is the Account holder's responsibility to notify UPCOZ and return those funds to UPCOZ in a timely manner.
- 4.11. UPCOZ can reject and refund any type of payment without giving reason.
- 4.12. The customer understands that when a deposit is made to UPCOZ via Poli, Bank Transfer, Visa / Mastercard or any other means, you are purchasing a top up of your online wagering account with UPCOZ.
- 4.13. If funds are received on Your Account from a debit card that is not Your own, UPCOZ may suspend Your Account and request further information to ascertain authorisation to use that card. Your Account may remain suspended until the requested information is provided.
- 4.14. UPCOZ can void all bets and will not be obliged to pay any winnings, which might otherwise have been payable to You, if it is determined that a deposit into Your Account is from a bank account not in Your name.
- 4.15. In this instance, UPCOZ may elect to refund the deposit directly back to its original source and is not obliged to reimburse You for any loss incurred.
- 4.16. UPCOZ may activate a Deposit Match Offer or a Deposit Bonus Offer to eligible existing Account holders when the Account holder deposits into their account. Redemption of the Deposit Match Offer or Deposit Bonus Offer will only occur when the cash deposit is turned over. The Deposit Match Offer or Deposit Bonus Offer will be awarded in the form of a Bonus Bet or Bonus Cash equal to the deposit made but no greater than the maximum value indicated.

- 4.17. UPCOZ reserves the right to rescind any Bonus bets or Deposit Match Offers made to YOU in line with the relevant State or Territory Licencing regulations. The relevant State or Territory will be determined by YOUR current home address at the time the offer is made.
- 4.18. The minimum withdrawal amount from a Betting Account is \$20. The minimum withdrawal amount from a Showdown Account is \$5.
- 4.19. It is the Account holder's responsibility to provide the bank details and maintain these during the course of holding an Account. We are not responsible for funds if you make an error when you provide your bank account details to us.
- 4.20. Withdrawals from your Showdown Account will be processed within 3 business days after a withdrawal request is made.

5. Restricted Jurisdictions

- 5.1. UPCOZ is permitted to allow residents in Australia and New Zealand to open accounts and take bets (wagers) only.
- 5.2. Access or use of our Betting Platforms is only permitted if deemed legal for you to do so within the jurisdiction you are physically present in and responsibility to ascertain whether it is legal to access or use our Betting Platform rests with the Account user.
- 5.3. UPCOZ reserves the right to confirm Account user's proof of residence or location at any time.
- 5.4. In any jurisdiction in which our products and services are deemed illegal, accessibility to our Betting Platforms does not constitute an offer, solicitation or invitation by us and UPCOZ will not be liable for any breach of law that may occur if you:
- a) Open an Account with UPCOZ;
 - b) Access our Betting Platform;
 - c) Use our Betting Platform; or
 - d) Place a bet with us.
- 5.5. Any and all costs you may incur as a result of depositing, placing, or withdrawing funds into Your Account is strictly at your own cost. This includes, but is not limited to, bank fees or charges, bank or other exchange rates imposed on foreign exchange transactions or banking charges on foreign exchange transactions.
- 5.6. If you open an Account or place any bets whilst physically located in a jurisdiction that makes doing so unlawful, UPCOZ reserves the right to void any bets, close your Account and the Account holder forfeits any winnings.

6. Fraud

- 6.1. UPCOZ reserves the right to withhold deposited funds and/or winnings from resulted bets (wagers) when We believe any deposit made by the Account holder has been misused or used fraudulently. Any matters of inappropriate or fraudulent use of any deposit will be reported to the relevant authorities. UPCOZ reserves the right to permanently close the Account holder's account.

- 6.2. UPCOZ reserves the right to close the accounts and void any or all bets (wagers) made by any person, group, or Corporation in an attempt to defraud UPCOZ or if in UPCOZ's reasonable opinion, the Account has not been operated with integrity and/or the bet has not been placed on a good faith basis.
- 6.3. In this event, Betting Accounts may be closed or suspended without giving any notice to the Account holder. UPCOZ may also monitor Your account and betting (wagering) if we suspect potential fraudulent activity.
- 6.4. Based on reasonable suspicion, UPCOZ reserves the right to void, any or all, bets (wagers) placed by the following:
- a) Any individual; or
 - b) A Group of people acting together; or
 - c) A Group of people acting on behalf of another individual or Group of people;
- in an attempt to gain financial benefit through the manipulation of tote-based dividends or official starting prices, including, but not limited to, persons, relatives, organisations bookmakers and their employees.
- 6.5. Where UPCOZ suspects any form of pool manipulation, we reserve the right to limit the total payout to any individual Account holder across all bet types to \$500 in full settlement of all bets placed on that event.
- 6.6. UPCOZ reserves the right to engage relevant authorities if we reasonably suspect you are involved in fraudulent, dishonest or criminal acts. Where money is deemed to be owed to us, UPCOZ reserves the right to divulge such information to the credit reporting bodies.
- 6.7. UPCOZ reserves the right to withhold payment and void all bets (wagers) on the event if we reasonably believe match rigging has taken place.
- 6.8. Where we suspect that you have breached our terms and conditions, we may suspend your account and conduct an investigation. Upon our request, you agree to provide us with any reasonable information that we request as part of our investigation such as a statutory declaration witnessed by a JP, CDec or legal practitioner, properly certified ID documents and certified bank statements or payment method statements, within the timeframe that we require this and by the manner that we request this from you such as originals posted to us. You agree that if you do not provide the information requested by us, within the timeframe that it is required by, or in the manner that we require it, that we may (in our discretion) conclude our investigation and/or draw an adverse inference from your failure to comply with our information request and other investigation requirements. You agree that this is a material condition of our terms and conditions, and that this clause is reasonable to ensure the orderly operation of our business.
- 6.9. You agree that when we have reasonable grounds to conclude that you have breached our terms and conditions:
- a) we may (in our discretion acting reasonably) void any pending or resulted bets, void unused bonus bets and promotional offers, void winnings from bonus bets and promotional offers, withhold deposits, claw-back withdrawals and/or block your account;

- b) you may incur a monthly account fee of up to \$20 for our various expenses associated with your account, your breach and our investigation;
- c) you are liable to us for our financial loss that occurs because of or following your breach of our terms and conditions;
- d) you indemnify us against any such loss;
- e) we can deduct any such fee, loss or expense from your betting account; and
- f) we can withhold any funds in your account until any investigation and dispute are resolved.

Our financial loss and expenses can include our investigation expenses of up to \$200 per hour and various taxation costs and levies of up to the higher of 7.5% of betting turnover or 50% of revenue (which is an estimate of our overall tax and levy rates). If this results in a negative account balance, you agree that the negative account balance is a debt that is due and immediately payable by you to us. Where our investigation concludes that you have not breached our terms and conditions, we will not deduct any fee, loss or expense.

7. Disputes

- 7.1. UPCOZ records all telephone conversations between an Account Holder and ourselves, when Clients are placing a bet, making a complaint or making a query regarding their Account. The Account holder agrees to such recordings being made.
- 7.2. Clients should initially raise any complaints or disputes with UPCOZ directly by emailing support@upcoz.com.
- 7.3. Where a Dispute occurs which cannot be resolved between the Client and UPCOZ, the Client agrees that the Telephone recording(s) and/or any records of a Client's transactions via the Internet may be made available to the adjudicator of the Dispute to enable the Dispute to be determined in accordance with these Terms. All records of voice recordings will be securely retained by Us in accordance with our privacy obligations for regulatory purposes.
- 7.4. These terms and conditions shall be governed by and construed in accordance with the Laws of GWIC and each Account holder irrevocably submits to the exclusive jurisdiction of the New South Wales Courts in respect of any dispute or matter arising from these Terms and Conditions.
- 7.5. If your dispute or complaint is not resolved to your satisfaction, you can escalate your concern to GWIC at www.gwic.nsw.gov.au or calling 134942.

If the dispute or complaint concerned a bet, the bet will be adjusted in accordance with the decision of GWIC, whose decision is final and binding on both parties.

8. UPCOZ's Reserved Rights

- 8.1. If any , market or bet type displayed on the UPCOZ Website are clearly and/or obviously in error (including human error or computer or technical malfunction), We reserve the right to void any bets (wagers) placed at the incorrect price. Where possible UPCOZ will attempt to notify Account holders of any such cancellation by email and/or telephone.
- 8.2. UPCOZ has made considerable efforts to ensure its betting (wagering) business operates in a fair, prompt and accurate manner. UPCOZ excludes all warranties (express or implied)

relating to its betting (wagering) business and shall not have any liability for direct, indirect or consequential loss, damage, expense or injury suffered by any Account holder, to the extent permitted by law (and only to such an extent). Such a claim or loss shall be limited to the amount of the specific bet (wager) placed by an Account holder.

- 8.3. UPCOZ reserves the right, in its sole discretion, to block access where suspicion of automated or robotic activity is found through its monitoring of traffic to and from the UPCOZ Website.
- 8.4. When an issue arises for which these Terms and Conditions make no provision, UPCOZ reserves the right, in its sole and absolute discretion, to decide such an issue. Such decision will be deemed final and binding.
- 8.5. Where a bet is accepted and/or resulted through our platform, and where any aspect of the bet is impacted by these rules including but not limited to a maximum payout, we reserve the right to resettle that bet according to a relevant rule. This may include removing or reducing winnings, debiting any relevant winnings from the balance in your account and/or voiding any bet. You agree that if by doing so this puts your account into a negative balance (for example, if you have made a withdrawal), that you will repay these funds to us as a debt that is immediately due and payable to us.
- 8.6. You are not permitted to be, operate an account with us or otherwise access or use our website or app using any type of automated, systemic, artificial, obscured or computerise method/s including a VPN, proxy server, data extraction or scraping. You agree that this is a material condition of our terms and conditions. We reserve the right, in our sole discretion, to void any or all bets made in breach of this clause.
- 8.7. UPCOZ does not permit more than one betting account from the same physical address and/or IP address. You agree that this is a material condition of our terms and conditions. We reserve the right to void any or all bets made in breach of this clause and/or close the accounts.

9. Assignment

- 9.1. Prior express written consent must be granted by UPCOZ to assign, transfer, charge or otherwise deal in your rights and/or obligations under these Terms and Conditions. However, UPCOZ can assign, transfer, charge or otherwise deal in our rights under these Terms and Conditions as deemed necessary.

10. Responsible Gambling

- 10.1. It is the responsibility of the Account holder to establish and set a self-determined limit that You may spend on bets (wagers) in the Account details section of our Platforms.
- 10.2. We will endeavour to prevent people who are excluded in accordance with our Responsible Gambling Policy from returning and using our services. If you wish to self-exclude, further information is included in our Responsible Gambling Code.
- 10.3. We encourage customer's wanting to self-exclude to use BetStop - the National Self-Exclusion Register. Betstop is a free service for people who want to exclude from all Australian online wagering providers. More information is available by phoning 1800 238 786 (between 9am and 9pm (Eastern Time) – Monday to Friday (excluding national public

holidays) or visit www.betstop.gov.au. For general information on Responsible Gambling and to access help for problem gambling please call 1800 858 858 or use www.gamblinghelponline.org.au link here which will direct you to the relevant services in Your State or Territory.

- 10.4. If your Betting Account / Betting Account Wallet is excluded with us (including via BetStop), you must not attempt to open a duplicate Betting Account / Betting Account Wallet or place any bets (wagers) with us. However, if you open a duplicate Betting Account whilst you are self-excluded, you are in breach of our Terms and Conditions and you are fully liable for your actions and for all activity and bets (wagers) placed on Your account. Please note, if you self-exclude your Betting Account / Betting Account Wallet, this will not be automatically applied to your Showdown Account / Showdown Wallet. If you wish to exclude your Showdown Account / Showdown Account
- 10.5. UPCOZ unconditionally reserves the right to restrict, suspend or close an Account for any reason without prior notice.

11. Personal Information Collection

- 11.1. UPCOZ reserves the right to disclose your Personal Information (collected when you open an account, place a bet (wager) and use our Betting Platforms) to the following, but not limited to,:
- a) its Related Bodies Corporate
 - b) professional advisors;
 - c) service providers;
 - d) payment service providers;
 - e) companies that provide identification verification services (eg. Green ID and Loqate);
 - f) Government agency;
 - g) police;
 - h) a regulatory, racing or sporting body;
 - i) a court (if required to do so);
 - j) banks (to verify compliance);
 - k) customer analytics providers;
 - l) contractors; and
 - m) other organisations and third parties that may be engaged to assist in the deliverance of its services.
- 11.2. Refer to UPCOZ's Privacy Policy for an explanation on how UPCOZ will handle your personal information as per the Privacy Act 1988 (Privacy Act).
- 11.3. UPCOZ reserves the right to use tracking technologies to ensure compliance with these Terms and Conditions. Additionally, telephone recordings and your Live Chat History may be recorded and stored.

12. Intellectual Property Rights

- 12.1. All UPCOZ's intellectual property rights in our Betting Platforms remains vested in us and our licensors at all times.

13. Third Party Associations

- 13.1. UPCOZ accepts no responsibility for the content of other linked Third-Party resources and/or Websites and for any liability which may arise through your use of them. Additionally, UPCOZ is not liable for any loss or damage which may arise through linked Third Party's acquisition of Account User's personal information.
- 13.2. Links to our Website or Betting Platforms without our prior express written consent is prohibited.

14. IT Failures

- 14.1. UPCOZ accepts no responsibility for the inability to place a bet (wager) or receive acceptance of a bet (wager) due to an IT failure, whether the failure is within their control or not.