



TMGM OPEN
ONLINE GAME COMPETITION
Terms & Conditions

TMGM Group

Trademax Global Limited – Company Number 50356, Authorized and regulated by VFSC
Trandemax Australia Limited – ABN 76 162 331 311, Australian Financial Services No. 436416

TMGM OPEN: A TENNIS TOURNAMENT

ONLINE GAME COMPETITION

TERMS & CONDITIONS

By signing up to the TMGM OPEN - TENNIS TOURNAMENT GAME COMPETITION organised by TMGM GROUP (Referred to in this document as the “Promoter”, or “TMGM”), you are agreeing to the following terms and conditions:

1. PARTICIPATION RULES

TMGM Open is a free game which any individual can play. However, to participate in the competition and be eligible for the prizes, the contestant will need to meet the requirements listed below.

1.1. Over 18 years of age

1.2 Does not live/reside in any of the following countries: Indonesia, India, Angola, Namibia, Botswana, Zimbabwe, Zambia, Tanzania, Congo, Gabon, Togo, Somalia, Ethiopia, South Sudan, Chad, Benin, Ghana, Cote d'Ivoire, Liberia, Sierra Leone, Guinea-Bissau, The Gambia, Mauritania, Mali, Uganda, Burundi, Eritrea, Western Sahara, Lebanon, Iran, Iraq, Yemen, Syria, Afghanistan, Pakistan, Bangladesh, Nigeria, China, Japan, North Korea, Venezuela and USA.

1.3. TMGM reserves the right to update the list of countries mentioned in Clause 2.2 for risk management purposes at any time without prior notice.

1.4 Due to current travel restrictions in place from the COVID-19 crisis, entrants must reside in Australia to be eligible to claim the Prizes specified in Clauses 4.1,4.2 and 4.3.

1.5. Employees or affiliates of Trademax Australia Limited, and any individual or company that participated in the game development process, are not eligible to claim prizes.

1.6. The Prizes specified in Clauses 4.1,4.2 and 4.3, are not eligible to be claimed by immediate families from employees, affiliates of Trademax Australia Limited and any individual or company that participated in the game development process. Immediate family is specified as any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or 1st cousin.

2. HOW TO ENTER

2.1 To participate in the competition, the competitor will need to join the game at www.tmgm.tennis, AGREE to these terms and conditions, and sign-up (after level 3 of the game) using the following information:

2.1.1. Nickname – a unique nickname (maximum 12 characters) to be displayed on the leaderboard and used to login.

2.1.2 Full Name – It is necessary to provide first and last names. Please note: the contestant's full name will not be displayed inside, or visible within the game, at any time.

2.1.3. Email – A valid email address to be used to login later in the game. Note: the contestant's email will not be displayed, or visible, inside the game at any time.

2.1.4. Phone number – a valid phone number. The participant's mobile number will be the primary method used to contact the winner, with a follow-up email. Note: no personal contact information will not be displayed inside the game at any time.

2.1.5. Country selection – Select the Country where the competitor resides.

2.2. The information (specified on Clause 2.1) provided by the participant needs to be valid. It will be verified at the time of prize claim, and any winner found to have invalid details will be subsequently disqualified.

2.3. Participants can sign-up multiple times during the Competition Period, but only one (1) Prize per person is permitted. In case the same player is ranked in 2 or more positions on the leaderboard, only the highest score will be considered.

2.4. The Promoter reserves the right, at any time, to verify the validity of entries and of the participant (including the participant identity, age, and place of residence) and reserves the right, to disqualify any individual who the Promoter has reason to believe has breached any of these terms and conditions.

Actions considered as a breach of these terms and conditions are:

- Invalid entry details
- Where the promoter has reasonable grounds to believe the competitor or participant has not acted in good faith, including, but not limited to where we determine that the competitor or participant has willingly or not, abused the game platform, rules, systems, or engaged in any unlawful or other misconduct intended to jeopardise fair and proper conduct of the competition.

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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

2.5. The Promoter reserves the right to disqualify any individual who uses offensive nicknames, including, but not limited to, swear or cursing words or any words that could be considered offensive to the brand or any other player and any other action deemed as inappropriate.

3. COMPETITION DATES

3.1. TMGM Open Competition starts on 12/01/2021 at 16:00 AEDT and concludes on 14/02/2021 at 23:59 AEDT.

3.2. The game may be available before and after the period specified on Clause 3.1, but the information will not be considered for the competition and no prize will be granted.

3.3. The time of entry will be the time the entry registration is received by the Competition database.

3.4. The Promoter reserves the right to change the Competition Date stipulated on Clause 3.1. without further notice.

4. COMPETITION PRIZE(S)

The winner will be selected based on game leaderboard position, and the requirements presented in this document. For qualifying winners, the prize(s) will be granted as presented below:

4.1. First position prize:

Prize Details	Prize Value
2 x Tickets - Australian Open 2021 Men's Final (21/02/2021) 2 x Return Flights to Melbourne from: Sydney, Brisbane, Cairns, Adelaide, Perth, Darwin, or Hobart 2 x 2 Nights' Accommodation in Melbourne \$1,000 bonus to start trading with TMGM.*	Up to AUD \$5,335 (including GST)

4.2. Second position prize

Prize Details	Prize Value
<p>2 x Tickets - Australian Open 2021 Semi-final (The specific match will be determined by the Promoter)</p> <p>2 x Return Flights to Melbourne from: Sydney, Brisbane, Cairns, Adelaide, Perth, Darwin, or Hobart</p> <p>2x 1 Night Accommodation in Melbourne</p> <p>\$700 bonus to start trading with TMGM.*</p>	Up to AUD \$3,615 (including GST)

4.3. Third position prize

Prize Details	Prize Value
<p>2 x Tickets - Australian Open 2021 Quarter-final (The specific match will be determined by the Promoter)</p> <p>2 x Return Flights to Melbourne from: Sydney, Brisbane, Cairns, Adelaide, Perth, Darwin, or Hobart</p> <p>2 x 1 Night Accommodation in Melbourne</p> <p>\$500 bonus to start trading with TMGM.*</p>	Up to AUD \$3,094 (including GST)

4.4. From 4th to 10th

Prize Details	Prize Value
\$300 bonus to start trading with TMGM.* 1 TMGM&AO Tennis Jumbo Balls (Only for Australia and New Zealand residents)	Up to AUD \$3,073 (including GST) – Total for the 7 winners (positions 4 th to 10 th)

4.5. From 11th to 20th

Prize Details	Prize Value
\$100 bonus to start trading with Trademax Australia Limited, trading as TMGM.* 1 TMGM&AO Tennis ball Jumbo (Only for Australia and New Zealand residents)	Up to AUD \$3,060 (including GST) Total for the 10 winners (positions 11 th to 20 th)

4.6. From 21th to 100th

Prize Details	Prize Value
1 TMGM&AO Tennis ball Jumbo (Only for Australia and New Zealand residents)	Up to AUD \$3,200 (including GST) Total for the 80 winners (positions 21 th to 100 th)

4.7. The gross prize value for all of the prizes is up to AUD \$20,047 (including GST). Prize value is correct as of 15 December 2020. The Promoter accepts no responsibility for change(s) in prize value between now and the date on which the prize is received. The winners are not entitled to receive any cash money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the Winners Announcement.

4.8. In accepting the prize, the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the winner grants the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use.

4.9. The Prize has set travel dates, and as such are subject to the following conditions:

- The winner is required to complete a prize acceptance form returnable to the Promoter within **24 hours** of being notified as the winner to formally accept the prize;
- Domestic travellers must provide a copy of their driver's licence (or other official photo identification) within **24 hours** of being notified as the winner, or the prize will be reallocated to the next qualified player;
- The chosen guest of the winner will be required to complete a prize acceptance form (and will need to provide a copy of their driver's licence or other official photo identification) within **24 hours** of the winner being notified to enable the travel booking to be made; and
- The winner must finalise the prize claim process within **24 hours** of being notified as the winner.

4.10. Itinerary to be determined by the Promoter at its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers.

4.11. The winner and their guest must travel together on the same flights and stay in the same accommodation.

4.12. No compensation or alternative travel plans will be arranged, should the winner and/or their guest miss their outbound or return flights, or fail to meet any check-in requirements for any reason. These costs will be the sole responsibility and expense of the winner and their guest.

4.13. A credit card imprint will be required from the winner at check-in to the hotel for all incidental charges.

4.14. Once the booking is confirmed, no changes are allowed, unless otherwise authorised by the Promoter at its absolute discretion and if permitted will incur a fee of AUD \$150.00 including GST plus supplier charges which is payable by the winner.

4.15. Travel suppliers/airlines to be chosen at the discretion of the Promoter.

4.16. Comprehensive travel insurance is highly recommended and is at the expense of the winner.

4.17. In the event that an element of the prize is cancelled, or postponed for any reason, the winner agrees to forfeit the specified element and no cash alternative offer will be granted in lieu of the part of the prize.

4.18. Unless expenses are expressly stated in these terms and conditions to be expenses which are part of the prize, all other expenses incurred by the winner and their guest in preparation for, or during the trip, are the responsibility of the winner and their guest, including but not limited to all meals, spending money, incidentals, mini-bar, laundry, room service, telephone calls and all other ancillary costs.

4.19. The winner agrees that they will not sell or otherwise provide their story and/or photographs to any media or other organisation without prior written consent from TMGM.

4.20. It is a condition of accepting the prize that the winner and their guest must comply with all the conditions of use of the prize and the Promoter's requirements.

4.21. The winner must be 18 years of age at time of entry and their guest can be any age. However, all guests under 18 years of age must travel with their parent or legal guardian and valid identification must be provided to the Promoter.

4.22. Trademax Australia Limited and its associated agencies and companies, or individuals associated with the provision of the Prize/s, make no representation as to the safety conditions or other issues that may exist at any destination.

4.23. The winner and their guest are responsible for organising transport to and from the airport of initial departure and final return.

4.24. Any costs associated with alterations made by the winner and/or their guest to confirmed flights and/or accommodation details will be at the expense of the winner.

4.25. Prizes are not redeemable for cash and are not transferable or exchangeable.

4.26. Once the prize is accepted, the winner must deal directly with Nice Holiday Pty Ltd to book the prize and, where permissible, make any changes to the prize. The Promoter reserves the right to change the travel agency without further notice.

4.27. Winners are responsible for making their own way to and from the event.

4.28. The winner should seek independent financial advice regarding the prize, as tax implications may arise as a result of accepting the prize.

4.29. Subject to the unclaimed prize clause, if for any reason a winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

4.30. Subject to the unclaimed prize clause, if there are no competitors that meet all the requirements stipulated in this document, then the Promoter reserves the right to discard the prize or use it for other purposes.

4.31. The Australian Open ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

4.32. All Australian Open tickets are issued subject to the Australian Open Ticket Conditions of Sale and Entry 2021 (which can be found online at <https://ausopen.com/conditions-of-sale-entry>).

4.33. The Promoter reserves the right to change the prizes stipulated on Clauses 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 and 4.7 due to unforeseen circumstances.

4.34. The winner must have an existing Ticketmaster account (alternatively, they can create one upon notification of winner status from the Promoter). The Australian Open tickets will be issued by the Promoter via Ticketmaster. It is the winner's sole responsibility to receive, download, and present the tickets to gain entry to the event.

4.35. In the case that unexpected domestic travel restrictions are implemented (due to the COVID-19 crisis) at the time of Australian Open 2021 which prevent the winner from attending the event, the Promoter will provide tickets for the following year's event (the Australian Open 2022).

5. WINNER ANNOUNCEMENT & NOTIFICATION

5.1. On Monday 15 February 2021, at TMGM Head Office, Level 28, One International Tower, Barangaroo, Sydney, NSW, 2000, Australia, TMGM Executives will check the game leaderboard and will determine the qualified winners. The winners will be notified within 24 hours of the Competition Close, by phone call and email (e-mail and phone number associated with their sign-up), advising the winner of the prize details. The winner's details will be published on TMGM social media channels on Friday 19 February 2021.

5.2. If the winner does not respond as stipulated in Clause 4.11, the prize will be granted for the next qualified player.

5.3. If, by any reason, the winner is not able or refuses to claim the prize, it will be granted for the next qualified player.

5.4. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the result.

5.5 It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

5.6 The Promoter may, at its absolute discretion, deem entries invalid subsequent to a winner being notified or a winner's name being announced if it is discovered that the winner did not enter the Competition in accordance with these terms and conditions. In these circumstances, the next qualified player will receive the prize.

5.7 The winner must comply with all requirements for accepting the prize as set out in these terms and conditions.

6. PRIVACY PURPOSE OF COLLECTION OF INFORMATION

6.1. Entry details remain the property of the Promoter. TMGM and its related entities, will collect the participant personal information for the purpose of conducting and promoting this Competition (including for the purpose of identifying and notifying winners). TMGM will handle the participant's personal information in accordance with TMGM's Privacy Policy which is available on its website. By entering the Competition, you agree to the terms of the Privacy Policy. Without limiting the foregoing, TMGM may disclose the participant personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the participant relationship with TMGM. In addition, by entering this competition, you consent to TMGM using your personal information for the purpose of TMGM and its related entities sending you information regarding products and services available through them and/or through their business partners, and to TMGM from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of such communications. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).

7. NO LIABILITY

7.1. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, extreme weather conditions, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may at its absolute discretion cancel the Competition and recommence it from the start with the same conditions, subject to State government regulations.

7.2. The Promoter and its associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected emails.

7.3. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

7.4. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the appearance of any or all of the athletes or the Australian Open event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) attendance at the prize event.

7.5. If for any reason this Competition is not capable of running as planned, due to causes including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, 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, take any action that may be available, and to cancel, terminate, modify or suspend the Competition subject to state government regulations.

8. PROMOTER'S DETAILS

8.1 The Promoter is TMGM GROUP.

Trademax Australia Limited (ABN 76 162 331 311), trading as TMGM, is regulated by the Australian Securities and Investments Commission (ASIC) with AFSL no. 436416 and is located at level 28, One International Tower, 2000 Barangaroo Avenue, 2000 Sydney, NSW Australia.

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*Please refer to the No-Deposit Bonus Terms and Conditions on the sign-up page.