



Terms

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1. Introduction

- 1.1. Welcome to FinTip! The FinTip app is an educational share trading game available on iOS and Android devices where you can test your trading and investing skills. It is a fun and interactive way to learn about share trading in a simulated environment, without the pressure of using real world money on a live exchange.
- 1.2. FinTip is proudly owned and operated by Bodhi Tree Capital Pty Limited ACN: 658 961 2854 ('us', 'we' and 'our').
- 1.3. Please take a moment to familiarise yourself with these Terms. By accessing our website at fintip.com.au or downloading, registering on, or otherwise using the app, you the user agree to them. If you do not agree you must not use the website or app.
- 1.4. You should also review our Privacy Policy which forms part of these Terms.

2. Updates

- 2.1. We may change these Terms occasionally. When we do we will let you know by posting the updated Terms to our website or by any other method we consider reasonable in our discretion, such as sending you an email if we have your email address.

- 2.2. Please keep an eye out for any changes. Your continued use of the website or app after we have updated the Terms means you agree to the new Terms.

3. Acknowledgments

- 3.1. You acknowledge and agree that:

- 3.1.1. This is a fantasy share trading game. There is no actual share trading, investing, purchasing, order queuing, matching, settlement, or other securities trading processes taking place in a live exchange by playing this game.

- 3.1.2. Any information we supply is only in the context of the game and is for entertainment and educational purposes only. You should consider obtaining professional advice before making any financial decision. We are not a professional adviser and the information we supply should not be relied on to make real world financial decisions, is general in nature and isn't financial advice.

- 3.1.3. Real securities trading can involve the risk of substantial losses. Fantasy share trading does not completely account for that risk and before embarking on any actual trading program you should carefully consider whether it is suitable for you in light of your financial condition and ability to bear financial risks.

- 3.1.4. The game does not necessarily correspond with the real world. For example, playing the game is not necessarily the same as trading on a live exchange, nor does it correspond with the trading requirements of the ASX market, or any other securities market or regulatory body, nor does it emulate all market conditions. Your success or otherwise in the game is not necessarily an indication of how you would fare in the real world.

- 3.1.5. While we may reference shares or trading strategies in the game that have a real world counterpart, for example trading BHP, you should not take those references as any indication of what to do in the real world. They are provided for simulation purposes only in the context of the game.

- 3.1.6. While we may use investing terminology in the game and elsewhere such as 'trading', 'stock', 'investing', 'purchasing', these are only references to actions that may be taken in the game and should not be confused with real world actions. We make no recommendations or give any opinions about financial products or services in the real world.

4. Entry Requirements

- 4.1. You need to be a natural person 18 years or older to play. You warrant to us that you are this age or older. In the event we discover you are under that age we will delete your account.

- 4.2. To play you must have access to a mobile device and download the app from the Apple App Store or Google Play store (please note that these stores are not a sponsor of the app or involved in the activity in the game in any way).
- 4.3. You must also register for an account by providing the required information. You must ensure this information is accurate and current. We will handle all personal information we collect according to our Privacy Policy.
- 4.4. It is free to download and register on the app but to be eligible to play in our trading competitions and win prizes you must:
 - 4.4.1. pay the entry fee for any specified timeframe (for example the \$2.49 subscription fee each week which enables entry into the weekly competition);
 - 4.4.2. choose a character name ("Username") to identify yourself within the game restricted to alphanumeric characters, spaces, or dashes, with other symbols or special characters not accepted;
 - 4.4.3. have registered an email address on the app;
 - 4.4.4. not be our employee, a direct family member of one of our employees unless otherwise approved by us; or
 - 4.4.5. someone we have previously refused entry into the competition, suspended, or disqualified unless we have specifically told you otherwise in writing; and
 - 4.4.6. submit your share allocations by the Sunday midnight cut-off before the competition ahead of the Monday trading week ("cut-off"), regardless of whether the next day/s are a public holiday or not ("participating users").
 - 4.4.7. We may limit the number of participating users in the game. If we do a message will appear on our website or app that no more entries will be accepted. We may also extend or reduce a registration period in the game by letting you know of any extension or reduction on the website.

5. Participating in the game

- 5.1. The object of the game is to have built the biggest share portfolio at the close of each competition period. Competition trading periods will be notified via the app and are subject to change without notice.
- 5.2. Each user is allocated AUD\$100,000 in game currency with which to purchase shares. Four shares must be selected with an even allocation of \$25,000 per share. No surplus funds will be left in cash or unallocated.
- 5.3. You cannot select the same asset more than once for a particular competition entry. For example, you cannot select BHP four times. There must be four different shares, such as BHP, CBA, WBC and COH.

- 5.4. You must select your share allocations by the cut-off to be eligible for the weekly competition. No changes to share selection are permitted during the competition except in our discretion. The shares you select by the cut-off date and time must be held for the duration of the competition.
- 5.5. There is no virtual brokerage or other trading costs associated with the competition.
- 5.6. You agree that you are the only one responsible for all acts and omissions that occur through your trading account. You must not give anyone access to your Username and password or use anyone else's trading account. You must keep your Username and password secure. You agree to tell us immediately if you notice any unauthorised use of a trading account or any other breach of security occurs.
- 5.7. At the close of the competition, final portfolio values will be calculated using the closing price on the final day of trading for that period, or any other date that we determine. We may change this valuation methodology without notice if for any reason we think that the valuation derived from it is not an accurate or appropriate representation of market value.

6. Playing the Game

- 6.1. You agree that the game is limited in its functionality and does not necessarily emulate all trading market conditions in the real world.
- 6.2. The following are examples of how corporate actions and trading events may function in the game:
 - 6.2.1.**Dividends:** Dividends paid by a company during the period you hold the share will NOT be reflected in the competition or your portfolio value at all. The game price operates on a share price value basis only (i.e share price x number of shares held).
 - 6.2.2.**Bonus Shares:** We may decide to issue bonus shares to you if you held shares in the relevant company after the cut-off, however we reserve the right to exclude, wholly or in part or subject to conditions, those bonus shares from the calculation of your portfolio in the game. We may also simulate a share buy-back before the shares go ex-bonus if an adjustment that is fair to you is impractical.
 - 6.2.3.**Capital Returns:** Capital returns will NOT be reflected in the competition or your portfolio value at all during the game period. This means if the share price rises or falls as a result of the capital return, your portfolio will reflect this movement and exclude the capital return itself.
 - 6.2.4.**Trading halts:** If a trading halt is announced for your shares after the cut-off, either before trading opens on a Monday or a share is placed in a trading halt during the game period (and remains in place until the end of the game period), either the last sale price before the trading halt will be used for

valuation purposes or a fixed amount of \$25,000 will apply to that stock selection.

6.2.5.Suspensions: These will be treated the same way as Trading Halts.

6.2.6.Delistings: If a share is delisted during the game period, the initial amount of \$25,000 will remain fixed for the week. We have sole discretion to decide the appropriate course of action for each delisting.

6.2.7.Takeovers: If there is a 'full' or 'partial' takeover bid for a company, your portfolio will be subject to the standard market fluctuations of that company's share price. As this is a simulation/Game, participating users are unable to express an action in relation to the takeover bid as it relates to their virtual portfolio.

6.2.8.Reconstructions: If there is a reconstruction, for example a share split, share consolidation, compulsory buy back or other activity, the affected shares will continue to form part of your portfolio to the extent that they continue to trade on the relevant exchange. We have sole discretion to decide whether your portfolio will reflect the reconstruction or not but in most circumstances this will result in either the initial \$25,000 remaining at that fixed amount or applying the latest relevant share price for the relevant share.

6.2.9.Demerger: if there is a demerger of a company, we will NOT simulate your actions in relation to any demerger offer. We have sole discretion to determine what, if any, actions, and changes will be reflected in your portfolio for holding shares in a company which has undergone a demerger.

6.2.10.Capital Raising: The offer to purchase additional shares under a 'share purchase plan' or a 'pro rata entitlement offer' is not an offer that is given to you in the game. No action will be taken in the Game in relation to a capital raising offer.

7. Winners & Prizes

- 7.1. We will declare, in our discretion, the three participating users with the highest portfolios at the end of each competition period as the competition winners.
- 7.2. First (1st), second (2nd) and third (3rd) place will be allocated to the participating users with the highest, second highest and third highest portfolios in that order at the close of trading in the game.
- 7.3. Competition winners will be eligible for prizes if they have complied with these Terms during the competition period, have not been suspended or disqualified from the game, submitted their share allocations by the cut-off, are domiciled in Australia and agree to participate in any publicity we require. By accepting a prize, you automatically grant us the right to use or licence your proper name, image, rendition, and likeness for an unlimited period of time without further permission, financial compensation or remuneration to you or any person, for the purpose of promoting the game or any other goods or services we provide.

- 7.4. We will let you know by email within three (3) business days after we declare the results if you are a competition winner. To receive a prize, you must respond to us from your registered email address within 48 hours of us letting you know, and in that response you need to provide us with your legal name, residential mailing address, phone number and give us your Australian bank or financial institution details for payment of the prize. We will not store the information you give us in our records after payment is made.
- 7.5. The total prize pool available for prizes is based on the number of participating users that pay an entry fee. The prize pool will be roughly 10% of all gross fees paid for the competition period. For example, if 10,000 players enter a weekly competition and each pay \$2.50, then the total prize pool will be \$2,500 (10% X \$2.50 X 10,000). We may place a cap or raise on the total prize pool in our absolute discretion.
- 7.5.1. The 1st place prize-winner will receive 50% of the prize pool with a minimum \$125 cash prize. Using the example in 7.5, 1st place would receive \$1,250.
- 7.5.2. The 2nd place prize-winner will receive 30% of the prize pool with a minimum \$75 cash prize. Using the example in 7.5, 2nd place would receive \$750.
- 7.5.3. The 3rd place prize-winner will receive 20% of the prize pool with a minimum \$50 cash prize. Using the example in 7.5, 3rd place would receive \$250.
- 7.5.4. If there is more than one (1) participating user with the highest valued game portfolio/s at the close of competition, the prize money will be shared in this way:
- 7.5.4.1. If there is a tie for first place between two (2) users, first and second prize will be combined and shared between them. The next placed user will be declared third and receive the prize money for third place.
- 7.5.4.2. If there is a tie for first place between three (3) or more users, first, second and third prize will be combined and shared between those users. No user will be declared second or third.
- 7.5.4.3. If there is a tie for second place between two (2) or more users, second and third prize will be combined and shared between them. No user will be declared third.
- 7.5.4.4. If there is a tie for third prize between two (2) or more users, third prize will be shared between them.

8. Actions we may take

- 8.1. Without limiting any other rights we have:
- 8.1.1. We may in our discretion refuse entry to you, suspend your access or automatically disqualify you from participating in the game if:

8.1.2.we suspect you may have breached these Terms; or

8.1.3.have reasonable grounds to suspect you tampered with the entry process, the operation of the game, our website or the app; or

8.1.4.you have done anything which, in our opinion, undermines or is intended to undermine these Terms; or

8.1.5. you have done anything that has or could potentially violate rules against insider trading, market manipulation and/or any other unlawful trading; or

8.1.6.you have been abusive in communications with us or other users; or

8.1.7.we believe or suspect that your online registration form and submission has been submitted by someone other than you, the person on the registration form, and the other person intends to or has been participating in the game under that false or misleading identity; or

8.1.8.we believe you have or suspect you intend to allow another person to join the game using your trading account or that you have or intend to use someone else's trading account in the game; or

8.1.9.we are unable to contact you after you have submitted your asset allocations for the relevant competition and paid the entry fee; or

8.1.10.you have done anything which in our opinion, is contrary to the informative, educational, and competitive spirit of the game, or we decide is an unacceptable use of the website or app, including but not limited to breaches of privacy, uploading malicious files that contain viruses or may be a security threat to our systems.

8.2. We may also decide that your Username is unacceptable for any reason, including that:

8.2.1.it is offensive, defamatory, or discriminatory;

8.2.2.interferes with our trademarks or other intellectual property rights or the rights of any third party;

8.2.3.indicates a web or email address; or

8.2.4.is otherwise likely to cause conflict.

8.3. If we decide a Username is unacceptable we will change the name.

8.4. The duration of these Terms as they apply between you and us will be until terminated. We may terminate them at any time by giving you notice and deleting your account on the app. You may also terminate them at any time by deleting your account.

9. Limitation of Liability

- 9.1. To the maximum extent allowed by law we won't be liable for any direct or indirect loss, damage, or expense you may have suffered from your use of our website or app or the materials they contain, or as a result of their inaccessibility and/or the fact that certain information, materials contained on them are incorrect, incomplete, or not up to date.
- 9.2. While every care has been taken in producing information for the game, we do not give any representation or warranty as to its reliability, accuracy, completeness or appropriateness for your needs. To the maximum extent allowed by law, we, our employees, officers, agents and contractors are not liable for any loss or damage arising in any way (including by negligence) from or in connection with any information provided or omitted, or from any person acting or refraining to act in reliance on this information. We are also not liable in any way for errors contained in information provided by users or third parties.
- 9.3. Our website and app may contain links to websites operated by third parties. Those links are provided convenience and may not remain current or be maintained. Unless we say otherwise we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.
- 9.4. We are not responsible or liable for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, mobile devices, payment processing or software including but not limited to failures of participating user emails on account of technical problems or traffic congestion on the internet or at any website or combination, including injury or damage to your or to any other person's computer or mobile device related to or resulting from participating in, or downloading materials or data in relation to the game, or your inability, difficulty or failure to access any electronic site.
- 9.5. We accept no responsibility or liability for incomplete, lost, late, corrupted, misdirected, misplaced, or destroyed registrations via the app, nor for any error, omission, interruption, deletion, delay in operation or sub transmission, communications line failure, theft, or unauthorised access to, or alteration of registration submissions however caused.
- 9.6. Neither will we accept any responsibility for any transactions resulting from unauthorised access to your trading account, nor any loss, injury or damage resulting from that unauthorised access.
- 9.7. If, for any reason, the game is not capable of running as planned, including without limitation, because of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond our control, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the game, we reserve the right in our sole

discretion to cancel, terminate, modify or suspend the game and/or access to the game at any time. If this happens, we will give notice of the cancellation, termination, modification or suspension on the website or app.

- 9.8. You release, indemnify, and hold us and our directors, officers, employees, and agents harmless from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the game and/or any prize(s) won.

10. Jurisdiction and governing law

- 10.1. Your use of the website and app is governed by the law of New South Wales Australia, and you submit to the exclusive jurisdiction of the courts in that state. By downloading the app, you are warranting to us that you are a user located in Australia.

11. Intellectual property rights

- 11.1. Unless we say otherwise, we own or licence from third parties all rights, title and interest in the website, app, and their associated material. Your use of the website or app and access to their content does not grant or transfer any right, title, or interest to you in them. However, we do grant you a limited, revokable, non-transferable licence to access them on these Terms or where expressly authorised by us.
- 11.2. All other use, copying or reproduction of the website, app and associated material is prohibited except to the extent permitted by law. You must not modify, copy, distribute, transmit, reproduce, or otherwise commercially exploit any of the content contained on the website or app.

12. Waiver & Severance

- 12.1. The only way any part of these Terms can be changed is in writing.
- 12.2. If for any reason a part of these Terms is unenforceable, that unenforceability will not affect the remaining Terms which will continue to apply.

13. Subscription Services and Fees

- 13.1. Subscription services are charged and apply weekly. This means when you subscribe, Apple/Google will deduct the relevant amount on a regular basis from your chosen payment method.
- 13.2. The subscription service gives users access to "FAI", our news and educational content feature in the app, along with "Score", which is our leaderboard where users can see all players portfolios.
- 13.3. To cancel your subscription service, users will need to do this via the standard method and process offered by Google and Apple. Once you cancel your service, you will no longer have access to FAI or Score unless you subscribe again.
- 13.4. We may increase the subscription fee at any time, but will provide 28 calendar days notice to users via email or in-app notification.

13.5. Additionally, in future, we may offer additional services that warrant an increase in subscription fees or a modification of the subscription model, such as tiering or additional subscription services that users can select from.

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