ETORO AUSTRALIA COMPETITION TERMS AND CONDITIONS

This document sets out the Terms and Conditions that govern the draw to win a signed Rugby Championship Wallabies jersey (the "**Competition"**), run by eToro AUS Capital Limited ABN 66 612 791 803 ("**eToro"**). By submitting an entry for the Competition, you agree to be bound by these Terms and Conditions.

APPLICABILITY

1. Information on how to enter and prizes form part of these conditions. Entries must comply with these conditions to be valid.

COMPETITION PERIOD

2. The Competition will commence at 9AM on the 24th of August 2023 and end at 9AM on the 3rd of September 2023 AEST ("**Competition Period"**).

ELIGIBLE ENTRANTS

3. Entry is open to all people residing in Australia who:
    (a) is over 18 years of age;
    (b) must NOT be an employee of eToro or of an eToro subsidiary, parent company or a company under common control with eToro ("eToro Affiliates") and NOT an immediate family (parent, sibling, spouse, child) or household member of an eToro employee, an employee of an eToro Affiliate, or a person involved in any part of the administration and execution of this Competition;
    (c) is a resident of Australia;
    (d) enters and submits their entry themselves; and
    (e) holds an active bona fide social media account on the following platform: Twitter ("**Social Media Account"**);

4. Each person who complies with clause 3 above will be an '**Eligible Entrant**' for the purposes of these Terms and Conditions.

5. There is no maximum number of entries per Eligible Entrant for the duration of the Competition.

COSTS

6. The Competition requires no purchase or payment to enter. However, Eligible Entrants are responsible for all expenses to submit an entry.

SUBMITTING AN ENTRY

7. Eligible Entrants may enter the Competition by completing the entry requirements via their Social Media Account during the Competition Period.

8. To have a valid entry in the Competition, Eligible Entrants must:
    (a) Retweet the giveaway post;
    (b) Follow @eToroAU; and
    (c) Comment with the best financial lesson your dad taught you.

9. All entries must be posted by the account holder on their public Social Media Account. Any automated entries will be invalid.

10. Once the Eligible Entrant has submitted an entry in accordance with clause 8, the entry will be taken to have been officially accepted by eToro as a valid entry. Once an entry has been accepted, no changes to or withdrawal of the entry will be permitted.

WINNER

11. The Competition winner will be chosen at random. This will take place within 1 week from the end date of the competition.
12. An Eligible Entrant can only become the Winner of the Competition once per Competition Period and will not be able to participate in any subsequent draws after they have been selected as a Winner.

PRIZE

13. The prize that will be given to the winner is one signed Rugby Championship Wallabies Jersey (“**Prize”**).
14. If applicable, the value of any Prize is in Australian Dollars.
15. All taxes and local government fees (excluding GST) that may be payable as a consequence of receiving the Prize are the sole responsibility of the winner.
16. eToro is not liable for any loss or damage (even if caused by negligence) as a result of any winner accepting and/or using the Prize, except for any liability which cannot be excluded by law.
17. Eligible Entrants acknowledge that eToro makes no promise or guarantee regarding the suitability of the Prize. If the winners have an issue or complaint with any organisation associated with the Prize, eToro is not responsible for resolving the issue (though they may choose to do so).

ANNOUNCEMENT OF WINNER

18. eToro will publish the winner of the Prize on the eToro Social Media Account within 1 week of the end date.
19. The winner will also be notified via a message on their Social Media Account **(“Notification”)** by an employee of eToro who is responsible for the draw within 24 hours of the draw.
20. Once notified, the Winner must provide eToro with the following details:
    (a) Full Name;
    (b) Contact Number; and
    (c) Postal Address
21. eToro will send the Prize via Australian Post to the Winner within 60 days of the winner’s confirmation of the details in clause 20.

PRIZE SUBSTITUTION

22. In the event that any part of the Prize becomes unavailable for reasons beyond eToro's control, eToro may, at their absolute discretion, substitute the Prize (or the relevant part of the Prize) with a prize of equal or greater value.
23. The Prize is not redeemable for cash or credit under any circumstances.

UNCLAIMED PRIZES

24. eToro will use their best endeavours to contact the Winner of the Prize via the Winner' Social Media Account. However eToro will not be liable for the Winners' failure to receive a Notification of winning.
25. Winner will have 7 business days to respond to the Notification with a message outlining the details in clause 21 otherwise they will forfeit the Prize and eToro will conduct a new draw.
26. If the Winner fails to comply with the instructions in a written notification on claiming the Prize, the Winners' entry will be disqualified and they will not be entitled to the Prize.

USE OF ELIGIBLE ENTRANTS' PERSONAL INFORMATION

27. Personal information including Eligible Entrants' names, addresses and contact numbers will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and eToro's agents or third-party service providers for the purposes of conducting the Competition or for promotional and marketing purposes, including on social media ("**Purpose"**).
28. By entering this Competition, the Eligible Entrants consent to the use of their personal information for the Purpose, and that eToro may contact them for future marketing purposes without payment.
29. Eligible Entrants may access, change and/or update their personal information in accordance with eToro's privacy policy available here. The privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

GENERAL CONDITIONS

30. This Competition is in no way sponsored, endorsed or administered by, or associated with Twitter, Instagram or Facebook.
31. eToro accepts no responsibility for late, lost or misdirected entries or other communications.
32. At any time, we reserve the right to cancel, change or suspend this Competition.
33. The Winner consents to be filmed and/or photographed in the acceptance and/or use of their Social Account photograph ("**Publicity Materials**") to be used for eToro's marketing or promotional purposes without limitation and by participating in the Competition, he/she agrees to sign a specific authorization to use their image when requested. The Winner accepts and acknowledges that eToro shall not be obligated to use the Publicity Materials and that eToro in its sole discretion shall have the right to refrain from using the Publicity Materials. eToro shall not incur any liability whatsoever to the extent eToro chooses to refrain from any exploitation of its rights hereunder.
34. Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify eToro. A request to access or modify any information provided as part of the redemption of a prize should be directed to eToro.
35. eToro may at their absolute discretion request verification of any personal information of Eligible Entrants provided for the purposes of the Competition and arranging a prize.
36. eToro reserves the right to disqualify any individual who breaches these Terms and Conditions, submits an entry that is not in accordance with these Terms and Conditions, or who is involved in any way in interfering or tampering with the fair and proper conduct of this Competition. Failure by eToro to enforce any of its rights does not constitute a waiver of those rights.
37. By entering this Competition, Eligible Entrants acknowledge and agree that these Terms and Conditions, the Competition and the consequences of receiving a prize may be subject to the Terms and Conditions of third-party service providers such as social media platforms, video platforms, payment providers and transfer companies (**"Third Party Terms"**). eToro will not be liable for any damage or loss suffered by the Eligible Entrants in connection with such Third Party Terms.
38. Participants in the Competition may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by eToro. These Terms and Conditions do not exclude, restrict or limit those statutory rights in any way. However, to the maximum extent that it is permitted to do so by law,

eToro (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, incidental, special or consequential, arising in any way out of the Competition, including, without limitation:

(a) any theft, unauthorised access or third party interference;

(b) any entry that is late, lost, altered, damaged or misdirected (whether or not after the receipt by the eToro) due to any reason beyond the reasonable control of eToro;

(c) any variation in market value of the Prize to that stated in these Terms and Conditions; and/or

(d) any tax implications.

39. The prizes or use of the prizes:

(e) Eligible Entrants and winner of the Competition agree at all times to indemnify and hold harmless eToro and its officers, employees and agents (those indemnified) from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused by the Eligible Entrants and/or winner or their officers', employees' or agents':

(a) breach of any term of these Terms and Conditions; or

(b) negligent, fraudulent or criminal act or omission.

40. eToro will not be liable for performance delays nor for non-performance due to causes beyond their reasonable control. If the Competition is not capable of running as planned, eToro reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, or amend these Terms and Conditions, unless to do so would be prohibited by law.

41. These Terms and Conditions are governed by the laws applying in New South Wales, Australia.

Published on 24/08/23