

# Terms and Conditions

## PromPony - TERMS AND CONDITIONS

Please read the following terms and conditions carefully before using this platform. By selecting the “register” checkbox, you agree to the terms of this agreement which will bind you.

Welcome to the PromPony.com website and/or PromPony IOS and Android mobile application (our “Platform”). This agreement applies as between you, the User of this Platform and PromPony Enterprises Lessee Dancor Pty Ltd of National Offices, 660 Burwood Road, Hawthorn East, Victoria 3123, Australia (“PromPony”, “we”, “us”, or “our”), the owner(s) of this Platform. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Platform. If you do not agree to be bound by these terms and conditions, you should stop using the Platform immediately.

You agree that by accessing the Platform, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Platform and you must discontinue use immediately, and remove our App from all of your devices.

These Terms and Conditions (the “Terms”) constitute a legal agreement between you and us governing the use of our Platform and our Services. We license use of our Platform to you on the basis of these Terms. We do not sell our Platform to you and we remain the owner of our Platform at all times.

### IMPORTANT NOTICE TO ALL USERS:

- The terms of this agreement include, in particular, limitations on liability and an indemnity.
- If you do not agree to the terms of this agreement, we will not license use of our platform to you, and you must not use our platform.
- Depending on the version of the Application you have downloaded, these App Terms incorporate Apple’s or Dancor Pty Ltd or Google’s or Android’s terms and conditions and privacy policies (“Platform Terms”). If there is any conflict between these App Terms and the Platform Terms then these App Terms will prevail.
- We may from time to time vary these Terms. Please check these Terms regularly to ensure you are aware of any variations made by us. If you continue to use this Platform, you are deemed to have accepted such variations. If you do not agree to such variations, you should not use the Platform.

#### 1. Definitions and Interpretation

1. In this Agreement the following terms shall have the following meanings:

“Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Platform;

“Service” means collectively any online facilities, tools, services, or information that Dancor Pty Ltd makes available through the Platform either now or in the future;

“System” means any online communications infrastructure that Dancor Pty Ltd makes available through the Platform either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

“User” / “Users” means any third party that accesses the Platform and is not employed by Dancor Pty Ltd and acting in the course of their employment;

#### 2. Age Restriction

The Platform is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Platform. If you are a minor, you must have your parent or guardian read and agree to these Terms and Conditions prior to you using the Platform.

#### 3. Intellectual Property

1. All Content included on the Platform, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Dancor Pty Ltd, our affiliates or other relevant third parties. By continuing to use the Platform you acknowledge that such material is protected by applicable United States and International intellectual property and other relevant laws.

2. You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Platform unless otherwise indicated on the Platform or unless given express written permission to do so by Dancor Pty Ltd.

3. You acknowledge that all intellectual property rights in our Platform anywhere in the world belong to us, that rights in our Platform are licensed (not sold) to you, and that you have no rights in, or to, our Platform other than the right to use them in accordance with these Terms.

# Terms and Conditions

4. Any intellectual property rights in content uploaded by you to our Platform shall continue to belong to you or their respective owners. You agree that you grant us a royalty-free and non-exclusive license to use, reproduce, publish and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes and any other purposes set out in these Terms, including for the purpose of improving the Services and our responses to users of the Platform.

5. You acknowledge that you have no right to have access to our Platform in source code form.

6. You must not modify the paper or digital copies of any materials you have printed off or downloaded from our Platform in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

7. You must not use any part of the content on our Platform for commercial purposes not specified on our Platform without obtaining a license to do so from us or our licensors.

8. If you print off, copy or download any content on our Platform in breach of this Agreement, your right to use our Platform will cease immediately, and you must, and at your cost, at our option, return or destroy any copies of the materials you have made.

## 4. Use of our Platform

1. The provisions set out in these Terms govern your access to and your use of our Platform and shall constitute a legally binding agreement between you and us. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our Platform.

2. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable license to use our Platform on these Terms.

3. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our Platform, you agree and acknowledge that:

- a) you have read the terms set out in these Terms and agree to be bound by and comply with them; and
- b) you shall ensure that all Users of your Account abide by these Terms.

4. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorized to do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.

5. We reserve the right to, without any notice, explanation or liability and in our sole discretion, refuse to allow you or suspend your access to our Platform or your Account at any time, or remove or edit content (including content submitted by you) on our Platform or on any of our affiliated websites (including social media pages).

6. We reserve the right to change, modify, suspend or discontinue any portion of the Services, our Platform or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.

7. Save to the extent permitted by us in writing, you are not permitted to use, or submit any content to, our Platform or any of our affiliated websites to advertise, promote or market any products or services of any third party or yourself.

8. The following additional terms also apply to your use of our Platform and form part of these Terms:

- a) Our Acceptable Use Policy
- b) Our Privacy Policy (App) & (Website)
- c) Our End User License Agreement
- d) Our Reward Membership Terms
- e) Our Reward GiveAway Terms

## 5. Account and Password

1. The Services are provided to Customer via a dedicated account on the Website, pursuant to which Customer will create a unique user-id and password.

2. You're responsible for keeping your user-id and password confidential. You're also responsible for any use of any account that you have access to, whether or not you authorized the use. You'll immediately notify us of any unauthorized use of your accounts.

3. You are solely responsible for any losses, damages, fees or liability due to your lost, stolen, hacked or otherwise compromised user-ids and passwords.

# Terms and Conditions

4. You must not use false identity, but can use your unique identifier or DisplayName to keep your identity hidden from others if you so choose.
5. We don't have access to your current password, and for security reasons, we may only reset your password, to do so please contact us.
6. Uploading content to our Platform
  1. You irrevocably and unconditionally represent and warrant that any of your content uploaded to our Platform complies with our Privacy Policy, Acceptable Use Policy, the GDPR and any other applicable laws.
  2. You are fully responsible for your content uploaded to our Platform. We will not be responsible, or liable to any third party, for:
    - a) the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of our Platform; or
    - b) the loss of any content or data (whether in physical or digital form) provided to us by you. You should keep a record of all such content and data (including for the avoidance of doubt any insurance policies).
  3. We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.
  4. We may use the content uploaded by you for the purpose of data analytics or to implement artificial intelligence or machine learning. Any such content shall be anonymized and used only for the purposes of improving the Services and our response to users of the Platform.
  5. We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our Platform constitutes a violation of their rights under applicable law.
  6. We have the right to delete any content uploaded to our Platform if, in our opinion, it does not comply with the content standards set out in our Acceptable Use Policy.
  7. If you choose to delete your Account or images or data that content will be permanently erased and cannot be retrieved
7. Nonexclusive license
  1. Dancor Pty Ltd grants You a limited, revocable, non-exclusive, non-sub-licensable license to install, copy and use the Platform solely as necessary for You to use the Service on Your Properties or Third Party's Properties; and
  2. You will not (and You will not allow any third party to) (i) copy, modify, adapt, translate or otherwise create derivative works of the Software or the Documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Platform, except as expressly permitted by the law in effect in the jurisdiction in which You are located; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the Platform, the Documentation or the Service; (iv) remove any proprietary notices or labels on the Platform or placed by the Service; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Platform; or (vi) use data labelled as belonging to a third party in the Service for purposes other than generating, viewing and downloading Reports. You will comply with all applicable laws and regulations in Your use of and access to the Documentation, Platform and Service.
8. Contribution license
  1. By posting your Contributions to any part of the Platform or making Contributions accessible to the Platform by linking your account from the Platform to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.
  2. This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

# Terms and Conditions

3. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Platform.

4. You are solely responsible for your Contributions to the Platform and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

5. We have the right, in our sole and absolute discretion,

a) to edit, redact, or otherwise change any Contributions;

b) to re-categorize any Contributions to place them in more appropriate locations on the Platform; and

c) to pre-screen or delete any Contributions at any time and for any reason, without notice.

6. We have no obligation to monitor your Contributions.

7. Nothing contained in this Agreement shall be construed to create an entitlement to any share of, payment of, or other form of compensation in, any income or revenues generated, including but not limited to advertising, search, promotions, sponsorship, usage, statistics, data analysis, partnerships, by Dancor Pty Ltd through Dancor Pty Ltd's use, promotion or any commercial exploitation whatsoever of the uploaded content by you, materials, submissions, in any form or form, media, or technology now known or hereafter developed.

## 9. Mobile Application License

1. If you access the Platform via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application License contained in these Terms and Conditions.

2. You shall not:

a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;

b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;

c) violate any applicable laws, rules, or regulations in connection with your access or use of the application;

d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;

e) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;

f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;

g) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;

h) use the application to send automated queries to any Website or to send any unsolicited commercial e-mail;

i) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

## 10. Apple and Android Devices

1. The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Platform:

a) the License granted to you for our mobile application is limited to a non-transferable License to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service;

b) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application License contained in these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;

c) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;

d) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;

# Terms and Conditions

e) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application;

f) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application License contained in these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application License contained in these Terms and Conditions against you as a third-party beneficiary thereof.

## 11. Social Media

1. As part of the functionality of the Platform, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either:

2. providing your Third-Party Account login information through the Platform; or

3. allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

4. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.

5. By granting us access to any Third-Party Accounts, you understand that

6. we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Platform via your account, including without limitation any friend lists and

7. we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.

8. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Platform.

9. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Platform. You will have the ability to disable the connection between your account on the Platform and your Third-Party Accounts at any time.

10. Please note that your relationship with the third-party service providers associated with your third-party accounts is governed solely by your agreement(s) with such third-party service providers.

11. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content.

12. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Platform.

13. You can deactivate the connection between the Platform and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

14. You acknowledge and agree that where access details to your social media user account are changed or altered, it is your responsibility to update those new access details in your account details on the Platform.

15. You acknowledge and agree that if your social media account is breached / compromised, whether directly or indirectly connected to our Platform then it is your responsibility to change username / pin / password on Social Media account.

## 12. Submissions

1. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Platform ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

2. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse

# Terms and Conditions

against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## 13. Third-Party Websites And Content

1. The Platform may contain (or you may be sent via the Platform) links to other Websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

2. Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Platform or any Third-Party Content posted on, available through, or installed from the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

3. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Platform and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern.

4. You should review the applicable terms and policies, including privacy and data gathering practices, of any Website to which you navigate from the Platform or relating to any applications you use or install from the Platform. Any purchases you make through Third-Party Websites will be through other Websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

5. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services.

Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## 14. Copyright Infringements

1. We respect the intellectual property rights of others. If you believe that any material available on or through the Platform infringes upon any copyright you own or control, please immediately notify us. A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

2. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Platform infringes your copyright, you should consider first contacting an attorney.

## 15. Advertisers And Affiliates

1. We allow advertisers and affiliates to display their advertisements and links and other information in certain areas of the Platform. If you are an advertiser or affiliate, you shall take full responsibility for any advertisements you place on the Platform and any services provided on the Platform or products sold through those advertisements.

2. Further, as an advertiser or affiliate, you warrant and represent that you possess all rights and authority to place advertisements on the Platform, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.

3. As an advertiser or affiliate, you agree to our Seller Schedule Of Fees and Advertiser Schedule Of Fees respectively.

4. We simply provide the space to place such advertisements and links, and we have no other relationship with advertisers and affiliates.

## 16. Reliance on Information

1. The Platform is intended to provide general information and entertainment only and, as such, should not be considered as a substitute for advice covering any specific situation. You should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in the Platform.

2. The information provided on the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

## 17. Restrictions

1. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake:

# Terms and Conditions

- a) not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, our Platform or any of the contents therein for any commercial or other purposes;
- b) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of our Platform nor attempt to do any such thing, or to reproduce, display or otherwise provide access to the Services, our Platform or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;
- c) not to provide or otherwise make available our Platform in whole or in part (including but not limited to listings, object and source listings, object code and source code), in any form to any person without prior written consent from us;
- d) to include our copyright notice on all entire and partial copies you make of our Platform on any medium;
- e) to comply with all applicable technology control or export laws and regulations; and
- f) not to disrupt, disable, or otherwise impair the proper working of the Services, our Platform or our servers, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.

## 18. Platform Management

1. We reserve the right, but not the obligation, to:

- a) monitor the Platform for violations of these Terms and Conditions;
- b) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
- c) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- d) in our sole discretion and without limitation, notice, or liability, to remove from the Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- e) otherwise manage the Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform.

## 19. Privacy

1. For the purposes of applicable data protection legislation, Dancor Pty Ltd will process any personal data you have provided to us in accordance with our Privacy Policy available on the Dancor Pty Ltd website at [PromPony.com](http://PromPony.com).

2. You agree that, if you have provided Dancor Pty Ltd with personal data relating to a third party (1) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to Dancor Pty Ltd and (2) that you have brought to the attention of any such third party the Privacy Notice available on the Dancor Pty Ltd's website or otherwise provided a copy of it to the third party. You agree to indemnify Dancor Pty Ltd in relation to all and any liabilities, penalties, fines, awards, or costs arising from your non-compliance with these requirements.

## 20. Modifications to Terms of Service and Other Policies.

1. Dancor Pty Ltd may modify these terms or any additional terms that apply to the Service to, for example, reflect changes to the law or changes to the Service. You should look at the terms regularly. Dancor Pty Ltd will post notice of modifications to these terms, or other policies referenced in these terms at the applicable URL for such policies.

2. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted. If You do not agree to the modified terms for the Service, You should discontinue Your use of our Platform at [PromPony.com](http://PromPony.com).

3. No amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorized representative of Dancor Pty Ltd, (ii) You accept updated terms online, or (iii) You continue to use the Service after Dancor Pty Ltd has posted updates to the Agreement or to any policy governing the Service.

## 21. Modifications And Interruptions

1. We reserve the right to change, modify, or remove the contents of the Platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Platform. We also reserve the right to modify or discontinue all or part of the Platform without notice at any time.

2. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Platform.

# Terms and Conditions

3. We cannot guarantee the Platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors.

4. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform.

5. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

## 22. Corrections

There may be information on the Platform that contains typographical errors, inaccuracies, or omissions that may relate to the Platform, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Platform at any time, without prior notice.

## 23. Availability of the Platform

1. The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

2. Dancor Pty Ltd accepts no liability for any disruption or non-availability of the Platform resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## 24. Disclaimers

1. Dancor Pty Ltd makes no warranty or representation that the Platform will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.

2. No part of this Platform is intended to constitute advice and the Content of this Platform should not be relied upon when making any decisions or taking any action of any kind.

3. The Platform is provided on an as-is and as-available basis.

4. You agree that your use of the Platform and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Platform and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the Platform’s content or the content of any website linked to the Platform, and we will assume no liability or responsibility for any

a) errors, mistakes, or inaccuracies of content and materials,

b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Platform,

c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein,

d) any interruption or cessation of transmission to or from the Platform,

e) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Platform by any third party, and/or

f) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Platform.

5. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Platform, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.

6. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

## 25. Limitation of Liability

1. In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue,



# Terms and Conditions

loss of data, or other damages arising from your use of the Platform, even if we have been advised of the possibility of such damages.

2. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the lesser of the amount paid by you or \$20. You agree to indemnify and hold harmless our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- a) your Contributions;
- b) use of the Platform;
- c) breach of these Terms and Conditions;
- d) any breach of your representations and warranties set forth in these Terms and Conditions;
- e) your violation of the rights of a third party, including but not limited to intellectual property rights; or
- f) any overt harmful act toward any other user of the Platform with whom you connected via the Platform.

3. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it. Our liability is limited to any amount paid, if any, by you to us during the 12-month period prior to any cause of action arising or \$20, whichever the lesser. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages.

4. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

## 26. Indemnification

1. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- a) your Contributions;
- b) use of the Platform;
- c) breach of these Terms and Conditions;
- d) any breach of your representations and warranties set forth in these Terms and Conditions;
- e) your violation of the rights of a third party, including but not limited to intellectual property rights; or
- f) any overt harmful act toward any other user of the Platform with whom you connected via the Platform.

2. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## 27. User Data

1. We will maintain certain data that you transmit to the Platform for the purpose of managing the Platform, as well as data relating to your use of the Platform. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Platform.

2. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## 28. Electronic Communications, Transactions, And Signatures

1. Visiting the Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communication be in writing.

2. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Platform.

3. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## 29. Binding Arbitration

## Terms and Conditions

1. If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

2. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA Web Site [www.adr.org](http://www.adr.org).

3. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules.

4. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party.

5. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law.

### 30. Affiliate Disclaimer

1. Dancor Pty Ltd is a participant in Affiliate and Associates Programs, an affiliate advertising program is designed to provide a means for sites to earn advertising fees by advertising and linking to the website of an Affiliate or Associate.

2. Our Platform may contain affiliate marketing links, which means we may get paid commission on sales of those products or services.

3. You will never be charged a fee through one of our affiliate links. You may get a discounted rate of the relevant affiliates services and we will make a small commission. Our editorial content is not influenced by advertisers or affiliate partnerships.

### 31. Class Action Waiver

The parties agree that (i) no arbitration proceeding hereunder whether a consumer dispute or a business dispute shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or persons similarly situated, and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding. The parties agree to arbitrate a consumer dispute or business dispute on an individual basis and each waives the right to participate in a class action.

### 32. Waiver of Jury Trial

Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this agreement or the transactions contemplated hereby.

### 33. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

### 34. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

### 35. Notices

All notices / communications shall be given to us by email to [hello@PromPony.com](mailto:hello@PromPony.com). Such notice will be deemed received the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

### 36. Law and Jurisdiction

1.1. These terms and conditions and the relationship between you and Dancor Pty Ltd shall be governed by and construed in accordance with the Law of Australia and Dancor Pty Ltd and you agree to submit to the exclusive jurisdiction of the of the courts of Australia.

[illegible]

## PromPony - ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms between PromPony Enterprises Lessee Dancor Pty Ltd of National Offices, 660 Burwood Road, Hawthorn East, Victoria 3123, Australia ("PromPony", "we", "us", or "our") and the account holder ("you") upon which you may use PromPony our IOS and Android App.

Your use of our App means that you accept, and agree to abide by (and shall ensure that all users of your account on the App, whose acts carried out on your account shall deemed to be an act carried out by you, shall abide by).

# Terms and Conditions

all the policies in this acceptable use policy, which form part of and supplement our main Terms of Use for our App (the “Terms”).

## 1. Prohibited uses

1. You may use our App only for lawful purposes. You may not use our App:

- a) in any way that breaches any applicable local or international laws or regulations;
- b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- c) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
- d) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

2. You also agree:

- a) not to reproduce, duplicate, copy or re-sell any part of our App in contravention of the provisions of our Terms; and
- b) not to access without authority, interfere with, damage or disrupt: (i) any part of our App; (ii) any equipment or network on which our App is stored; (iii) any software used in the provision of our App; or (iv) any equipment or network or software owned or used by any third party.

## 2. Information and Material You Provide

1. You should refer to our Privacy Policy in relation to any information or material, including personal data, that you share with other users or share about other users or third parties, or that you otherwise add to the App.

2. We reserve the right, without any obligation, to delete, edit, or otherwise deal, in our absolute discretion, with any information or material or content uploaded, or otherwise submitted by you to the App including, without limitation: video, audio, still photographs and artwork, links, embedded content, data, information, software, text, personal data and other information.

3. Except as expressly set forth herein, we do not make any warranty nor assume any legal liability or responsibility for the accuracy, completeness or truth or appropriateness of any information or material added to the App by you or other users, and you are responsible for checking and validating any information you add.

## 3. Content Standards

1. These content standards apply to any and all information and material which you post or upload on our app (“Contributions”).

2. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contribution as well as to its whole.

3. Contributions must:

- a) comply with applicable law, in particular, the General Data Protection Regulation and the laws of any country from which they are posted; and
- b) be placed in the correct and appropriate categories.
- c) You shall be responsible for ensuring all Contributions are up-to-date, authentic, truthful and accurate. You shall be responsible for the origin of the Contributions and must ensure that you either have all ownership rights to the Contributions posted or all rights and/or consents or licenses allowing you to upload and post the Contributions to and on our app.

4. Contributions must not:

- a) infringe any intellectual property right of any other person;
- b) be made in breach of any legal duty owed to a third party, such as a contractual duty, a duty of confidence or any duty arising under law;
- c) contain any material which is defamatory of any person, obscene, offensive, or inflammatory or promotes any illegal activity, discrimination, violence, or ill-will and hostility;
- d) be threatening or abusive, invade another’s privacy, or cause or be likely to cause annoyance, alarm, inconvenience or needless anxiety to any other person;
- e) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- f) give the impression that they emanate from us, if this is not the case; or
- g) advocate, promote or assist any unlawful act or otherwise contain any material which is criminal in nature.

5. We reserve the right to request that you amend or delete the Contributions if it is found that any of the Contributions posted by you is in contravention of this acceptable use policy.

# Terms and Conditions

6. Where you choose to terminate your account with us, you may delete all previous Contributions made by you and retain a copy of the same prior to your deletion of any content.

## 4. Suspension and termination

1. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our App. When a breach of this policy has occurred, we may take such action as we deem appropriate.

2. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our App, and may result in our taking all or any of the following actions:

a) immediate temporary or permanent withdrawal of your right to use our App;

b) immediate temporary or permanent removal of any Contribution;

c) issuance of a warning to you;

d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including but not limited to reasonable administrative and legal costs) resulting from the breach;

e) further legal action against you; and/or

f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

3. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## 5. Changes To The Acceptable Use Policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our App.

xx

## PromPony - GIVEAWAY TERMS

Welcome to PromPony! Participation in our Giveaways is subject to these Giveaway Terms and Conditions (these "Terms"). By entering this competition, you are indicating your agreement to be bound by these Terms.

### 1. GENERAL

1.1. From time to time we run certain promotions, sweepstakes and contests ("Giveaway(s)") within a specified time frame ("Giveaway Period") on our iOS and android mobile application, social media presences and websites ("Marketing Channels").

1.2. Our Giveaways are organised by PromPony Enterprises Lessee Dancor Pty Ltd of National Offices, 660 Burwood Road, Hawthorn East, Victoria 3123, Australia ("PromPony", "we", "us", or "our").

1.3. These Terms are supplemented by our Terms and Conditions, Membership Terms, and our Privacy Policy.

1.4. Participation in our Giveaways is only possible by acceptance of these Terms and to the exclusion of any terms and conditions you may purport to apply.

1.5. All Giveaways are subject to availability. We reserve the right to end a Giveaway at any time.

1.6. All entries received outside the Giveaway Period will be disqualified.

### 2. CONDITIONS OF PARTICIPATION

2.1. All participants must (a) be at least 18 years of age or older or the age of majority in their jurisdiction of residence, whichever is older, (residents of Alabama or Nebraska must be at least 19 years old; residents of Mississippi must be at least 21 years old), at the time of entry; (b) possess a valid form of identification.

2.2. Persons residing in any of the following countries are excluded Belgium, Brazil, Cuba, India, Sweden, Spain, Mexico, Japan, Italy, France, Quebec, Chile, Croatia, Egypt, Poland, Turkey, United Arab Emirates (UAE), Malta, Florida, New York, Rhode Island, Austria, Portugal, Luxembourg, Romania, Bosnia and Herzegovina, Latvia, Estonia, Poland, Montenegro, Macedonia, Puerto Rico and all countries on the United States list of embargoed countries found here and any other state or country where local laws would prohibit the provision of or entry into a Giveaway. The Giveaway is void where prohibited or restricted by law.

2.3. PromPony Subscriber Members may accumulate and submit the amounts of entries as included in their relevant monthly membership packages either in a single Giveaway or in various Giveaways throughout the monthly membership term (four Giveaways) as further set out in our Membership Terms.

2.4. A single entry can be purchased for the purchase price indicated on screen at the relevant Marketing Channels.

2.5. A free entry route is provided for each Giveaway and indicated on screen at the relevant Marketing Channels.

# Terms and Conditions

2.6. One free entry is granted to Users that for the first time download the PromPony App.

2.7. One free entry is granted to New PromPony Subscriber Members that have registered using a referral code provided to them by an existing PromPony Subscriber Member using the PromPony Affiliate system ("PromPony Affiliate"). In case of a successful referral the PromPony Affiliate is granted an additional entry.

2.8. Participation of employees of PromPony and their relatives is excluded.

2.9. The legal process is excluded.

2.10. We reserve the right, at our own discretion, to exclude persons from participation if there are justified reasons, such as manipulation, violations of these conditions of participation, unfair trading or false or misleading information.

2.11. By participating, you agree that if you win, your Name and/or picture will be published on the Internet (our website and social media).

## **3. SUBMISSION OF ENTRIES AND QUALIFYING CRITERIA**

3.1. Participants must follow all stated contest rules on the respective Marketing Channels to indicate their participation.

3.2. We reserve the right to change, amend or add to these Terms without prior notice.

3.3. We further reserve the right, without any liability on our part whatsoever, to cancel, postpone, terminate, suspend or in any other way cease the Giveaway at any time without prior notice.

3.4. By submitting an entry, the Participant accepts and agrees to be bound by these Terms. Any failure to comply will result in the participant and/or winner being disqualified, and any prize(s) won shall be forfeited.

## **4. PRIZE**

4.1. The prizes are as set out in the relevant Giveaway announcement on our Marketing Channels ("Prize"). The Prize is not transferable and subject to availability. However, we reserve the right to substitute any Prize with another of equivalent value without giving prior notice.

4.2. The prize will be awarded exclusively to the winner and subject to the fulfilment of the Giveaway conditions.

4.3. Any Prize is awarded "as is". To the fullest extent permissible by applicable law, we disclaim all warranties representations or guarantees, express or implied, in fact, or in law, in respect of any aspect of any Prize including, without limitation, quality, merchantability and fitness for a particular purpose, and the winner shall not look to us for such warranties or claims, if any.

4.4. No purchase is necessary to win.

## **5. SELECTION OF WINNERS**

5.1. Winners will be selected by us by you Entering a Skills Based Competition (Chance plays no part in determining Successful Entrants admitted to the random number generator) and then by using a random number generator based on the following criteria:

5.1.1. all requirements for an entry are met; and

5.1.2. selection based on quality of entry.

5.2. The winner will be notified within 28 days of the closing date. If the winner cannot be contacted or does not claim the prize within 14 days of notification, we reserve the right to withdraw the Prize from the winner and pick a replacement winner.

5.3. All decisions made by us in relation to the Giveaway are final and no enquiries, appeals, verbal or written or any other correspondence will be entertained. The Participants agree to accept and abide by all decisions made by us.

## **6. LIABILITY**

6.1. Claims for damages against us in connection with a Giveaway, are excluded regardless of the reason, unless we have intentionally or grossly negligently violated our obligations.

6.2. We shall not be liable for any financial loss arising out of the refusal, cancellation or withdrawal of any Giveaway or any failure or inability of a participant to take advantage of a Giveaway for any reason.

6.3. All recording, transportation, accommodation, personal costs and/or any other costs, fees and/or other expenses that are incurred to participate in a Giveaway and to redeem the prize are the sole responsibility of the winner.

6.4. We are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorised access to, or alteration of, user or member communications, or any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet and/or websites.

# Terms and Conditions

## 7. DATA PROTECTION

- 7.1. We grant the highest possible standard of data protection in the context of our Giveaways and comply with all relevant legal provisions.
- 7.2. We will not forward any personal data to third parties or sell address data.
- 7.3. We store the personal data of the respective participants exclusively for the purpose of the Giveaway.
- 7.4. We will collect and process your personal data for the purposes of administering the Giveaway; keeping a record of winners for compliance and auditing purposes; to create broadcast content; and to provide the winner with their prize.
- 7.5. Depending on the nature of the Giveaway, we may
- 7.5.1. collect and process the following personal data about you: a) Full name; b) Phone number; c) Your age, or confirmation you are old enough to take part; d) Your opinions, answers to our questions and biographical information you may wish to share;
- 7.5.2. collect your email address or postal address if you are a winner so that we can send you your prize.
- 7.5.3. use non-essential cookies to track and analyse your participation in, the execution of and ordinary operation of our Giveaways.
- 7.6. The winner agrees to the use of their entry, name/handle and/or image (as may be applicable) in announcing the Giveaway winner, publicising their winning entry, and for advertising, promotion and other publicity purposes connected to the Giveaway without payment or compensation.
- 7.7. The participant hereby expressly agrees to the storage and use of the personal data provided for the above-mentioned purpose.

## 8. TERMINATION OF THE COMPETITION

We expressly reserve the right to terminate a Giveaway without prior notice and without giving reasons. This applies in particular to any intentional disruptions or the prevention of running a Giveaway as planned.

## 9. OTHER IMPORTANT TERMS

- 9.1. These Terms and this event shall be governed by and construed in accordance with the laws of Australia. The Participants agree to submit to the exclusive jurisdiction of the courts of Australia.
- 9.2. A person who is not a party to the agreement contained in these Terms has no right to enforce or enjoy the benefit of these Terms.

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## PromPony - REWARDS MEMBERSHIP TERMS

Welcome to PromPony! These Rewards Membership Terms (the "Terms") constitute a legal agreement between you and PromPony governing your Reward Membership ("Membership").

### 1. GENERAL

- 1.1. We are PromPony Enterprises Lessee Dancor Pty Ltd of National Offices, 660 Burwood Road, Hawthorn East, Victoria 3123, Australia ("PromPony", "we", "us", or "our").
- 1.2. These Terms are supplemented by our Terms and Conditions, Giveaway Terms, and our Privacy Policy.
- 1.3. You must be 18 years of age or over to sign up for a PromPony Rewards Membership.
- 1.4. Entries into our Giveaways are subject to our Giveaway Terms and the terms and conditions associated with the relevant Giveaway, which should be read in conjunction with these membership terms and conditions.

### 2. MEMBERSHIP TIERS AND TIER CONDITIONS

- 2.1. Memberships are an on-going subscription basis and are directly debited until canceled by you or terminated by us in accordance with these Terms.
- 2.2. There are 5 types of memberships, as follows:
- 2.2.1. BRONZE Easy Access
- The Membership Fee is \$30, you are given 10 Entries usable for 4 Giveaways within your current subscription period and rolling over into your next subscription period if unused and the membership is continuous.
- 2.2.2. SILVER Super Access
- The Membership Fee is \$50, you are given 20 Entries usable for 4 Giveaways within your current subscription period and rolling over into your next subscription period if unused and the membership is continuous.
- 2.2.3. GOLD Premium Access
- The Membership Fee is \$100, you are given 60 Entries usable for 4 Giveaways within your current subscription period and rolling over into your next subscription period if unused and the membership is continuous.
- 2.2.4. PROMPONY Ultra Access

# Terms and Conditions

The Membership Fee is \$250, you are given 200 Entries usable for 4 Giveaways within your current subscription period and rolling over into your next subscription period if unused and the membership is continuous.

## 2.2.5. PROMPONY Total Access

The Membership Fee is \$500, you are given 500 Entries usable for 4 Giveaways within your current subscription period and rolling over into your next subscription period if unused and the membership is continuous.

2.3. As described above, Entries a) accumulate for each continuous month that they hold a membership; and b) are generated based on your current loyalty membership level.

2.4. In the event that you wish to upgrade/downgrade from one Membership Tier to another Membership Tier, the Fees and Entries for the new Membership Tier will be applied with immediate effect and the new Membership Tier as selected by you will commence and continue until canceled by you or terminated by us in accordance with these Terms. Existing accumulated entries remain valid and carry forward as long as you maintain a continuing membership.

## 3. YOUR ACCOUNT

3.1. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our services, you agree and acknowledge that:

3.2. you have read the terms set out in these Terms and agree to be bound by and comply with them; and

3.3. you shall ensure that all Users of your Account abide by these Terms.

3.4. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorized to do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.

## 4. MEMBERSHIP FEE

4.1. You become a subscriber to our Rewards Membership Service by completing the Rewards Membership registration and creation of an Account.

4.2. Our Rewards Membership Service requires payment of recurring fees before you can access or use them ("Fees").

4.3. If you purchase a recurring subscription from us, the subscription period for your Account shall be renewed automatically at the expiry of each subscription period, until terminated successfully through our services. By purchasing the recurring subscription, you authorize us or our related corporations to automatically charge the Fees:

4.3.1. upon the commencement of your first subscription period, upon expiration of any applicable trial period or at a date otherwise indicated by us; and

4.3.2. on the renewal date of the subscription period thereafter, without any further action by you.

4.4. Any Fees due in relation to your Account must be paid by their due date for payment, as notified to you through our services or otherwise. Failure to make timely payment of the Fees may result in the suspension or termination of your access to your Account and/or our services or any of the Membership Program.

4.5. Our Fees may be amended from time to time at our discretion. We will provide you reasonably advance written notice of any amendment of recurring Fees. Your continued use of a recurring subscription will constitute acceptance of the amended Fees.

4.6. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.

4.7. All payments shall be made by using the payment methods specified by us from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third party payment methods. We shall not be liable for any failure, disruption or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.

4.8. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever.

## 5. TERMINATION OF MEMBERSHIP

5.1. You may cancel your membership at any time by emailing [hello@PromPony.com](mailto:hello@PromPony.com).

5.2. Your membership will be canceled instantly and you will be sent a confirmation email.

5.3. If you cancel your membership, you may continue to access your Account until the expiry of the subscription period in which the cancellation occurred.

# Terms and Conditions

5.4. Unless otherwise notified in writing by us, termination of your Account for any reason whatsoever shall not entitle you to any refund of the Fees.

5.5. We may at our sole and absolute discretion, offer a refund of Fees for a particular subscription period where no actions have been taken in respect of your Account during that subscription period and you have notified us in writing of your intention to terminate your subscription within three (3) days of the due date for payment for that subscription period.

## **6. CANCELLATION OF MONTHLY SUBSCRIPTIONS**

When canceling a monthly subscription, all future charges associated with future months of your subscription will be canceled. You may notify us of your intent to cancel at any time; your cancellation will become effective at the end of your current monthly billing period. You will not receive a refund; however your subscription access will continue for the remainder of the current monthly billing period.

## **7. CHARGEBACKS**

You agree to contact us prior to raising a request for a chargeback or any dispute with your bank or card issuer in relation to any Transaction. If you make a card payment through our website, and later dispute a legitimate charge by raising a chargeback without merit or legitimate reason (as determined at our sole discretion), whether fraudulently or otherwise, then we reserve the right to blacklist you by providing compelling evidence to refute your invalid chargeback request and or pursue legal action as the case may be. You also forfeit any entitlement to Rewards / Goods / Services as the case may be and we will seek repayment and recovery from you for any goods or services provided to you.

## **8. SPECIAL OFFERS, DISCOUNTS AND PROMOTIONS**

8.1. From time to time we may offer sign-up bonuses, special offers or free trial periods. These bonuses, special offers and free trial periods are only valid in accordance with the terms and conditions which apply to that bonus, special offer or free trial period.

8.2. We reserve the right to change, limit or terminate any special offers, discounts, and promotions at any time without notice.

8.3. All special offers, discounts, and promotions are subject to availability and may require you to accept additional Terms and Conditions which are hereby expressly incorporated into this Agreement.

8.4. We reserve the right to limit certain special offers, discounts, and promotions to one order per customer as defined by their email address and/or credit card address and/or delivery methods.

## **9. REFERRAL BONUS ENTRIES**

9.1. A Referrer must be a member to make a referral and the Individual referred must use the Referrer's Unique Referral Link during the signup. Once a Referrer successfully refers an Individual by means of his/her Unique Referral Link, he/she will be provided with a confirmation email and both parties get bonus entries for the amount that the referee buys, eg \$10/ 1 Entry each, or \$30/ 10 Entries each for the next 4 draws etc.

9.2. The Referrer shall disclose to the Individual that he/she is an introduction agent and that he/she has no authority or ability to negotiate or vary the terms of the Transaction or enter into any agreement on behalf of PromPony. Save for such disclosure to the Individual, the Referrer shall not disclose to any other person that he/she is acting as an introduction agent for PromPony and shall not hold himself out as acting in any other way or being in any other way connected with PromPony.

## **10. WARRANTIES**

10.1. While we make all efforts to maintain the accuracy of the information on our website, we provide the Membership Rewards Program, website and all related content on an "as is" and "as available" basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.

10.2. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to the Rewards Membership Program, our website or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Rewards Membership Program, our website, the related content, or electronic communications sent by us are free of viruses or other harmful components.

## **11. LIMITATION OF LIABILITY**

11.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our website and any related content. You expressly agree that your use of the Rewards Membership Program and our website is at your sole risk.



# Terms and Conditions

11.2. You agree not to use the Rewards Membership Program, our website and the related content for any resale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Rewards Membership Program, our website or any other website or software) for:

11.2.1. loss of profits, sales, business, or revenue;

11.2.2. business interruption;

11.2.3. loss of anticipated savings;

11.2.4. loss or corruption of data or information;

11.2.5. loss of business opportunity, goodwill or reputation; or

11.2.6. any other indirect or consequential loss or damage.

11.3. Nothing in these Terms shall limit or exclude our liability for:

11.3.1. death or personal injury resulting from our negligence;

11.3.2. fraud; and/or

11.3.3. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.

11.4. Our website is not intended to serve a record-keeping function and we shall not be liable for any loss of data or content.

11.5. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Rewards Membership Program and our website. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Rewards Membership Program and our website which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## 12. INDEMNITY

12.1. You agree to indemnify and hold us, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our website, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

## 13. OTHER IMPORTANT TERMS

13.1. We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or obligations under these Terms.

13.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

13.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.

13.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.

13.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

13.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

13.7. If a dispute arises, between or among the Parties, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.

13.8. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Australia.

# Terms and Conditions

13.9. Subject to the provisions of Clause 13.7, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Australia.

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## **PromPony – iPhone 16 / ULTA Giveaway Promotion ADDITIONAL TERMS**

- 1.1. We are PromPony Enterprises Lessee Dancor Pty Ltd of National Offices, 660 Burwood Road, Hawthorn East, Victoria 3123, Australia (“PromPony”, “we”, “us”, or “our”).
- 1.2. These Terms are supplemented by our Terms and Conditions, Giveaway Terms, and our Privacy Policy.
- 1.3. You must be 18 years of age or over to sign up for a PromPony iPhone / ULTA Giveaway Promotion.
- 1.4. Entries into our Giveaways are subject to our Giveaway Terms and the terms and conditions associated with the relevant Giveaway, which should be read in conjunction with these membership terms and conditions.
- 1.5. In addition to any of the applicable Terms and Conditions that may be applicable above, the following shall apply
- 1.6. The winner drawn at random (out of the first 1,000 new PromPony user registrations within the PromPony App occurring after 30 June 2025), for either an iPhone 16 or ULTA \$1,000 prize pack (only one item) can advise in writing of their choice of prize.
- 1.7. The prize cannot be converted to cash
- 1.8. If the prize is not claimed within 30 days, PromPony reserves the right to draw a ‘replacement winner’ – the original unclaimed entry is voided and cannot be claimed retrospectively.
- 1.9. Any claims for repair / warranty / injury purposes will be directed by the prize winner to the manufacturer or supplier of the prize.
- 1.10. No purchase is necessary to enter the iPhone / Ulta Promotion – to be valid your entry is a valid registration at the PromPony App which can be downloaded from Apple and Google App stores.
- 1.11. Email or Form based facsimile entries are not valid entries and will not be eligible.
- 1.12. The judge’s decision as to valid entry shall be final and no correspondence or claims will be entered into or recognized.
- 1.13. The prize winner accepts all liability for any injury / damage / losses / illness or any other form of claim from the supply of the winning prize and forever indemnifies and holds harmless PromPony and all staff, contractors, directors and related parties from any claims by any parties, in any form.
- 1.14. To be valid, your registration and account at PromPony must be active within the last seven (7) days prior to the winning entrant prize draw date

## **2. YOUR ACCOUNT**

- 2.1. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our services, you agree and acknowledge that:
- 2.2. you have read the terms set out in these Terms and agree to be bound by and comply with them; and
- 2.3. you shall ensure that all Users of your Account abide by these Terms.
- 2.4. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorized to do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.
- 2.5. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- 2.6. All payments shall be made by using the payment methods specified by us from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third party payment methods. We shall not be liable for any failure, disruption or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.
- 2.7. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever.

# Terms and Conditions

## **3. TERMINATION OF MEMBERSHIP**

- 3.1. You may cancel your membership at any time by emailing [hello@PromPony.com](mailto:hello@PromPony.com).
- 3.2. Your membership will be canceled instantly and you will be sent a confirmation email.
- 3.3. If you cancel your membership, you may continue to access your Account until the expiry of the subscription period in which the cancellation occurred.
- 3.4. Unless otherwise notified in writing by us, termination of your Account for any reason whatsoever shall not entitle you to any refund of the Fees.
- 3.5. We may at our sole and absolute discretion, offer a refund of Fees for a particular subscription period where no actions have been taken in respect of your Account during that subscription period and you have notified us in writing of your intention to terminate your subscription within three (3) days of the due date for payment for that subscription period.

## **4. CANCELLATION OF MONTHLY SUBSCRIPTIONS**

When canceling a monthly subscription, all future charges associated with future months of your subscription will be canceled. You may notify us of your intent to cancel at any time; your cancellation will become effective at the end of your current monthly billing period. You will not receive a refund; however your subscription access will continue for the remainder of the current monthly billing period.

## **5. CHARGEBACKS**

You agree to contact us prior to raising a request for a chargeback or any dispute with your bank or card issuer in relation to any Transaction. If you make a card payment through our website, and later dispute a legitimate charge by raising a chargeback without merit or legitimate reason (as determined at our sole discretion), whether fraudulently or otherwise, then we reserve the right to blacklist you by providing compelling evidence to refute your invalid chargeback request and or pursue legal action as the case may be. You also forfeit any entitlement to Rewards / Goods / Services as the case may be and we will seek repayment and recovery from you for any goods or services provided to you.

## **6. SPECIAL OFFERS, DISCOUNTS AND PROMOTIONS**

- 6.1. From time to time we may offer sign-up bonuses, special offers or free trial periods. These bonuses, special offers and free trial periods are only valid in accordance with the terms and conditions which apply to that bonus, special offer or free trial period.
- 6.2. We reserve the right to change, limit or terminate any special offers, discounts, and promotions at any time without notice.
- 6.3. All special offers, discounts, and promotions are subject to availability and may require you to accept additional Terms and Conditions which are hereby expressly incorporated into this Agreement.
- 6.4. We reserve the right to limit certain special offers, discounts, and promotions to one order per customer as defined by their email address and/or credit card address and/or delivery methods.

## **7. WARRANTIES**

- 7.1. While we make all efforts to maintain the accuracy of the information on our website, we provide the iPhone / ULTA Promotion Program, website and all related content on an "as is" and "as available" basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 7.2. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to the iPhone / ULTA Promotion Program, our website or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the iPhone / ULTA Promotion Program, our website, the related content, or electronic communications sent by us are free of viruses or other harmful components.

## **8. LIMITATION OF LIABILITY**

- 8.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our website and any related content. You expressly agree that your use of the iPhone / ULTA Promotion Program and our website is at your sole risk.
- 8.2. You agree not to use the iPhone / ULTA Promotion Program, our website and the related content for any resale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the iPhone / ULTA Promotion Program, our website or any other website or software) for:
  - 8.2.1. loss of profits, sales, business, or revenue;

# Terms and Conditions

- 8.2.2. business interruption;
- 8.2.3. loss of anticipated savings;
- 8.2.4. loss or corruption of data or information;
- 8.2.5. loss of business opportunity, goodwill or reputation; or
- 8.2.6. any other indirect or consequential loss or damage.
- 8.3. Nothing in these Terms shall limit or exclude our liability for:
  - 8.3.1. death or personal injury resulting from our negligence;
  - 8.3.2. fraud; and/or
  - 8.3.3. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 8.4. Our website is not intended to serve a record-keeping function and we shall not be liable for any loss of data or content.
- 8.5. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the iPhone / ULTA Promotion Program and our website. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the iPhone / ULTA Promotion Program and our website which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## 9. INDEMNITY

9.1. You agree to indemnify and hold us, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our website, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

## 10. OTHER IMPORTANT TERMS

- 10.1. We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or obligations under these Terms.
- 10.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 10.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 10.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 10.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.7. If a dispute arises, between or among the Parties, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- 10.8. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Australia.
- 10.9. Subject to the provisions of Clause 10.7, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Australia.