

TERMS AND CONDITIONS

Last Modified: Wed Aug 22 2025

1 GENERAL

1.1 MintSports is the trading name of MintSports Pty Ltd (ABN 65 665 918 543) (MintSports, we, us or our), a company duly incorporated in Australia pursuant to the Corporations Act 2001 (Cth). MintSports holds a Sports Bookmaker Licence with Licensing NT and is regulated by the Northern Territory Racing and Wagering Commission (NTRWC) to accept bets and wagers (together Bets and Betting) by electronic transmission, 24 hours per day. MintSports complies with all relevant industry codes of practice including, but not limited to the NT's Code of Practice for Responsible Service of Online Gambling 2019, the South Australian Authorised Betting Operations Gambling Code of Practice and the Australian Communications and Media Authority's (ACMA) requirements.

1.2 The terms and conditions on which you will engage with MintSports consist of these terms (General Terms) as well as MintSports' Privacy Policy, the Promotional Terms and Conditions, Responsible Gambling Code of Conduct and the Betting Rules (collectively, Terms). The Terms set out the terms which apply between MintSports and you, in respect of any and all of our products and services available to you on our website including any other application, add-on or otherwise operated by us and used to access our services such as any telephone, tablet or mobile based application (Website). It is important that you are familiar with the Terms (including any amendments) for the lifetime of your interaction with the Website.

1.3 These Terms are effective on and from April 2nd, 2024. These Terms were last updated on August 21, 2026.

1.4 We may update, amend, or change the Terms, at our discretion, from time to time, or as we deem necessary (for example where there is a change in regulatory requirements, changes in law, changes in product types and changes to MintSports' systems). We will publish any changes on our Website. If we reasonably consider that any change to the Terms will be of no, or of immaterial detriment to you, we can make the change with immediate effect and do not need to provide prior notice of the change. We will otherwise provide you with reasonable notice of any change to the Terms which is likely to be detrimental to you. You agree that any such published changes, amendments, or additions are effective and binding on you immediately, and that your continued use of our Website and our services will constitute acceptance of the changes to the Terms. If you do not accept the Terms, please close your Account (defined in clause 1.5) in accordance with clause 14.1 and do not access, use or continue to access or use, any section of our Website or apply to open another account with us. As far as is permitted by law, it is your responsibility to remain up to date, aware and abide by our Terms. Please note that MintSports may, where reasonably possible and appropriate, provide advance notice of changes to the Terms. However, it is still your responsibility to ensure that you are familiar with the Terms.

1.5 To open an online Betting account with MintSports you must be 18 years or older and only use the Account for your own personal use (Account). On opening an Account with MintSports you become a MintSports Member (Member, you and your). You will not be able to engage in any Betting activity unless you are a Member. You must retain sole possession, control and operation of your Account at all times. You must not permit another person to access, operate

or use your Account, or use your Account on behalf of, for the benefit of, or under the instruction of another person, except where expressly authorised by MintSports in writing.

1.6 To open an Account with MintSports you expressly acknowledge and undertake that you are not prohibited from Betting and that you are not excluded or self-excluded from gambling. More detail on our Responsible Gambling processes is set out at clause 12.

1.7 By opening an Account and being a Member, or otherwise accessing or using our Website or services, you are deemed to have read and understood these Terms and have agreed to be bound to them, as amended from time to time.

1.8 A Member must hold only one Account. A Member must not have previously held an Account with MintSports. MintSports reserves the right to suspend or cancel any Account where it believes a Member, or a group of Members, is attempting to coerce or abuse the Account creation process or contravene the Terms in any way. Amounts deposited into additional Accounts held by a Member will be credited back to the Member, where reasonably possible.

1.9 You agree that the Website offers the service of placing Bets on competitive sports such as the Australian Football League and the National Rugby League, amongst others (Sports) and thoroughbred, greyhound, and harness racing (Racing). In placing any Bet you acknowledge the possibilities that you may win or lose. You accept full responsibility for any such loss. Your use of our Website and service are at your sole option, discretion, and risk.

1.10 Pursuant to the Privacy Act, your personal information (Personal Information) may only be stored, accessed, used, or disclosed internationally where such actions are done so in accordance with the Privacy Act, our Privacy Policy, and Australian law. MintSports will collect your Personal Information to facilitate setting up your Account and will also use your Personal Information in the process of verifying your identity, as set out in these Terms. If you do not provide Personal Information requested, you may be unable to open an Account.

2 YOUR OBLIGATIONS AS A MEMBER

2.1 As an Account holder and Member your obligations include those set out in this clause.

- You must maintain an up-to-date record with MintSports of all details provided in relation to your Account including your name, address, contact numbers, e-mail address and banking details (including the expiry date of any debit card used).
- You must notify us immediately and correct any incorrect information on your Account, which is not limited to the details listed above at clause 2.1(a). Failure to comply with this clause may result in a suspension or cancellation of a Member's Account.
- You may only open an Account, place a Bet or otherwise use our services where it is lawful to do so in the jurisdiction in which you are located. If you are a resident of a country where online or telephone Betting is prohibited or you have not attained the legal gambling age of that country, you must not register with us, attempt to use our services, or use your payment card or other payment method to Bet with us. For legal and commercial reasons, we do not permit Accounts to be opened by, or used by, customers who reside outside of Australia and New Zealand (Prohibited Jurisdictions). This list may be updated from time to time, and it is the responsibility of the Member to be aware of the relevant Prohibited Jurisdictions.

- You must not hide the jurisdiction, or attempt to hide, the jurisdiction in which you are located for the purposes of opening an Account, placing a Bet or otherwise using our services (Masking). This includes hiding the Internet Protocol (IP) location of the Member via such means as a Virtual Private Network or an equivalent service (VPN). On discovery, or reasonable suspicion of Masking, or attempted Masking, MintSports reserves the right to suspend or cancel the Account in question, without prior notice. Further, MintSports may, from time to time, monitor transactions on Accounts and check the location of any given transaction. MintSports reserves their right to suspend or cancel an Account where transactions appear to be originating from a Prohibited Jurisdiction. You agree that we may suspend or cancel your Account on this basis, and you acknowledge that data that relates to tracking such activity may not always be accurate. Finally, MintSports may or may not accept Bets from Members that are under investigation by MintSports in respect of Masking-based concerns.
- You agree that in circumstances where MintSports discovers, or has a reasonable basis to believe, that you have opened an Account in a Prohibited Jurisdiction, MintSports may at its absolute discretion do any, or all of the following before, among other things, allowing the withdrawal of funds:
 - close or suspend the Account;
 - request proof of ownership of the method of payment employed and bank account information; and
 - request further Know Your Customer (KYC) documentation (for example, further personal identification information).
- You must undergo Member identification and verification using specific personal information (Identification and Verification) to the satisfaction of MintSports before you will be permitted to withdraw funds from the Account.
- You must notify MintSports immediately of any matter (including if you suspect that your mental capacity is in any way impaired) which may lead us to reasonably infer that your ability to make sound judgements about Betting in respect of your Account may be impaired. We reserve our right to suspend or cancel an Account where this is the case.
- You must notify MintSports immediately if you reasonably suspect that you are affected by a mental illness, as defined under the Mental Health and Related Services Act 1998 (NT) (MHRSA), and may lack the necessary capacity to use your Account with us. We reserve our right to suspend or cancel an Account where we reasonably form the view, as guided by section 7 of MHRSA, that you have lost the capacity necessary to use our Services. Alternatively, where we receive an order under the MHRSA with respect to your capacity, we also reserve our right to suspend or cancel your Account with us.
- You agree that your Account is not a bank account and is therefore not to be insured, guaranteed, sponsored, or otherwise protected by any deposit or banking insurance or by another other similar insurance system.
- You agree not to use our Services in any way while you are intoxicated.
- Where MintSports reasonably suspects that an Account is not being operated solely by the registered Member, or that the identity, location or method of access to the Account

has been concealed or misrepresented, MintSports may investigate the Account and temporarily suspend or restrict betting activity, deposits or withdrawals pending completion of that investigation.

3 MEMBER IDENTIFICATION AND VERIFICATION

3.1 You agree to undertake Identification and Verification to hold an Account. This must be in compliance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (AML/CTF Act) and its associated rules (AML/CTF Rules and, together with the AML/CTF Act, the AML/CTF Legislation). Under section 4.2.6 of the AML/CTF Rules an individual Member must provide a minimum proof of their full name and either their date of birth or their residential address to meet the Identification and Verification. You accept and acknowledge that MintSports must abide by the AML/CTF Legislation.

3.2 You agree that the Identification and Verification information you provide to MintSports to open an Account is true and correct, is not misleading (including by omission) and that it consists of your own personal details and not the details of anyone else. You acknowledge that it is an offence under the AML/CTF Legislation to knowingly give information that is false and misleading to a reporting entity (such as MintSports). MintSports relies on the information that you provide being true and correct. If MintSports has reasonable ground to suspect that the warranty set out in this clause is false, and/or any information you provide is untrue, incorrect, or misleading, then, without limiting any other provision of these Terms, MintSports may:

- suspend or close your Account;
- cancel or void any transactions placed with it and MintSports will not be obliged to pay any winnings which might otherwise have been payable to you;
- retain (or recover from you) the value of any cancelled or voided transactions and any winnings paid to you; and
- report the matter to law enforcement authorities and regulatory bodies.

3.3 Identification and Verification must occur before we can provide you with designated services such as enabling deposits, Betting or withdrawals from your Account and, in any event, within 72 hours of a Member opening an Account. Should Identification and Verification not successfully occur within 72 hours, or any lesser time as required under the AML/CTF Legislation or by any relevant regulator, MintSports will suspend the Account. MintSports also reserves the right to void any pending or resulted Bets if information supplied by you is found to be inaccurate or incomplete. A failure to comply with Identification and Verification obligations may result in an investigation of the Account and where a reasonable basis exists, a referral to the Australian Transaction Reports and Analysis Centre (AUSTRAC) and/or another relevant authority.

3.4 When establishing an Account and/or making the first deposit into the Account, the Member accepts that we will provide that Member's Personal Information (including KYC information) to our choice of a third-party credit-based entity such as Green ID, for the purposes of independent Identification and Verification services (Third Party IDV). Third Party IDV may involve checking the provided identification across other third-party databases and/or credit headers. Third Party IDV is an independent service, not under the control of MintSports, and accordingly we cannot guarantee that 100% of our Members will be successfully verified this way or the timeframes for completion of Third Party IDV. Unfortunately, this may mean your

Identification and Verification may not be successful or could be delayed. We are not responsible for any such delay or Identification and Verification failure. MintSports will pass on only the bare minimum of your Personal Information required to undertake the Third Party IDV. No personal financial information of a Member is passed between MintSports and any Third Party IDV.

3.5 Where KYC documents used for Identification and Verification do not have the Member's current address clearly on the front or back of the provided documents, you must provide an acceptable alternate proof of your current residential address. An acceptable proof of address may include, at the discretion of MintSports, a certified copy of one or more of the following documents (which must be dated no more than 3 months prior to the date that the Member provides the document to MintSports):

- a rates notice of your principal place of residence;
- a utility bill;
- a statement from a financial institution; and
- any other certified document which MintSports may request if we consider it appropriate.

3.6 All documents related to Identification and Verification which you are required to provide to MintSports must be provided in English (or with a certified English translation, if applicable) or they may be rejected. MintSports may at its discretion elect to conduct further investigations into any documents provided if it reasonably determines that such further investigations are appropriate in the circumstances. For example, further investigations may not be limited to instigating direct contact with the Member to confirm any provided document, or its contents. MintSports reserves its right to reject any certified KYC document provided to MintSports if it reasonably considers that the document does not satisfy its regulatory or legal requirements. Further, MintSports reserves the right to ask for additional information or documentation be supplied if the copies are illegible, unclear, we need further information to satisfy ourselves of your identity, or otherwise comply with AML/CTF Legislation. This includes, from time to time, where MintSports may request proof that all KYC documents are up to date and to produce further documents if there has been a change. Any further request made to documents in these circumstances may require newly provided documents to also be certified. If you do not provide, or if MintSports is unable to verify, such additional information, your Account will be suspended, and you will not be able to transact or withdraw any funds until such time as your identity has been verified.

3.7 Where a Member deliberately falsifies any KYC documents, related document or details for any purpose associated with their interactions with MintSports, or with opening and/or transacting on an Account, MintSports may suspend or cancel the Account without prior notice to the Member and void any pending or resulted Bets.

3.8 MintSports may, on request, require further and better copies of any debit card, or the like (Card Payment), that is not legible and used to fund an Account. MintSports may choose to reject any form of Card Payment submitted at its discretion, in circumstances not limited to, the rejection or dishonour of a card. A Card Payment must match the Member's Account details, or otherwise be verified. Where a Card Payment is used which does not match your Account

details, or otherwise has not been verified by us, MintSports may reject the transaction or suspend the Account until the consent, validity, or legality of the transaction is proven.

3.9 MintSports reserves the right, at any time, to:

- request a bank statement associated with an actual or proposed Card Payment; or
- request you confirm the exact value of a small authorisation amount we have charged the third-party account attached to the Card Payment method; or
- request a legible copy of the front of the relevant Card Payment method.

4 ACCOUNT SECURITY

4.1 MintSports takes account security seriously. A Member is responsible for their own Account login credentials that include any; Personal Identification Number (PIN), password, login number or identifier (Login Credentials). A Member must keep their Login Credentials secure and confidential. Where a Member believes their Account or Login Credentials, or device they have used to access the Website, or their Account or the Login Credentials are lost, forgotten, or compromised they must immediately notify us. We may choose to issue new Login Credentials or create a new Account. In turn, we reserve our rights to reject or invalidate any transactions that occur using a Member's past Account or Login Credentials. The Member is responsible for all activity conducted using their Account unless MintSports determines otherwise in its reasonable discretion.

4.2 In extremely limited circumstances where a Member wishes to use a nominated person to access to their Account or use their Login Credentials, they must first receive written approval from us. We may refuse such request at our discretion. For the avoidance of doubt, a nominee includes, but is not limited to a family member, an authorised entity or company, business, or group of people (Nominee). We may request certified documentation from any proposed Nominee, or a written endorsement of the Account holder for the proposed Nominee to access the Account. The Member remains solely responsible for their Account, including but not limited to transactions, Bets and Account changes made by any Nominee. We do not accept any liability, loss or otherwise that results from a Nominee using a Member's Account.

4.3 A Member is responsible for all Bets and any losses on their Account, be that by way of use by a Nominee or otherwise, where their Login Credentials have been used. This also includes a situation where:

- your device remembers or retains your Login Credentials (or part of your Login Credentials) for a certain period of time or indefinitely, either automatically or because you have selected an option to do so;
- your device keeps you logged into your Account for a certain period, either automatically or because you have selected an option to do so; or
- you do not manually log out of your Account.

4.4 A Member is responsible for ensuring that no person under the age of 18 (Minor) accesses or uses their Account. Where possible, a Member should be aware of the presence of any Minors while placing a Bet and seek to limit any exposure to a Minor of gambling and potential gambling harm. In circumstances where the Member shares a laptop or computer with a Minor,

MintSports strongly recommends the installation and use of parental/child protection software such as NetNanny or the like.

4.5 A Member is solely responsible for the balance of their Account and should confirm and query immediately any suspect transaction. We recommend that a Member check the balance of their Account each time they log onto their Account or at any time they place a Bet. It is the responsibility of the Member to immediately notify us where any suspected Account discrepancy is discovered by the Member.

4.6 The MintSports Website contains content that is intended for access and use only by persons over the age of 18.

4.7 To use the Website, we advise that location data from your device while using the Website will be accessed and used by our integrated security systems to alert us to suspicious activity, for the purposes of protecting your Account security and preventing fraud. MintSports may use device information, IP address information, geolocation information, login history and other reasonably available technical information to verify compliance with these Terms and determine whether an Account is being operated by the registered Member. We may require you to register your devices to your Account and restrict the use of your Account to no more than two unique devices at any time where we reasonably believe that multiple devices have been used in breach of these Terms.

5 MAKING A DEPOSIT OR A WITHDRAWAL

5.1 A Member may deposit Australian Dollars to their Account using debit card, Bpay (Australian residents only), cheque, money order or electronic funds transfer (EFT) (Payment Method). MintSports reserves the right to add, remove or restrict Payment Methods in general and specifically to any Member or group of Members.

5.2 You acknowledge and agree that the Account is only available for the sole purpose of Betting. Where MintSports reasonably believes that funds deposited into an Account are for a purpose other than Betting, or the Account is being used for purposes other than Betting, we reserve our right to decline any deposited amounts, return the funds to the Payment Method used (where possible), and close the Account.

5.3 You agree that when you deposit funds into your Account via any approved deposit methods (as set out in clause 5.1), you are purchasing from MintSports a top up to your Account balance.

5.4 You agree and acknowledge that any deposits and withdrawals from your Account must be from/to a verified Payment Method unless otherwise determined by MintSports in its absolute discretion.

5.5 If MintSports discovers that an Account is not funded by a Payment Method held in the Member's name, or the Member is not demonstrably and expressly authorised to use the Payment Method, MintSports may return the funds to the same Payment Method used to make that deposit. If this determination takes place after Bets have been placed, MintSports reserves the right to void any resulted or pending Bets on the Member's Account. If MintSports determines that there is not enough information to prove the owner or authorisations in relation to a particular Payment Method, we reserve the right to request certified documentation or any other information as we consider reasonably necessary to establish proof of ownership or a right to use a Payment Method prior to making any decision or conducting any further dealings in relation to the Account. You agree to comply with our reasonable requests.

5.6 Unless otherwise approved by MintSports, MintSports requires a Member to “turnover” or Bet through any deposit into their Account at least once before a withdrawal request is made by the Member. For example, if you deposit \$100, you must place \$100 in Bets before withdrawing any winnings.

5.7 If a Member is restricted, or an error takes place during their Bet, or for any other reason as determined by MintSports, MintSports reserves its right to waive the obligation in clause 5.6 in its absolute and reasonable discretion.

5.8 MintSports may, at its discretion, require a Member to withdraw funds back to the original Payment Method.

5.9 MintSports reserves its right to investigate any potentially suspicious or fraudulent withdrawal or attempted withdrawal of a Member’s funds (Investigation). Such an Investigation may include or involve:

- requesting proof of deposit or withdrawal bank account information to verify that the information provided is true and correct (including the methods described in clause 3.10); and
- requesting further information as described in clause 5.5 to establish whether the withdrawal is authorised and correct.

5.10 MintSports reserves the right to prevent any withdrawal, pending the outcome of an Investigation. Following an Investigation, we may permit, cancel, or reverse the deposit/withdrawal.

5.11 MintSports does not charge Members debit card deposit or withdrawal fees. However, we may charge a transfer fee (up to AU\$25.00) for an international transfer requested. This fee will be deducted from the amount requested by the Member. Any other banking fees associated with funding or withdrawing monies associated with a Member’s Account is the sole responsibility of the Member. If MintSports is charged, or is notified of a potential charge, we reserve our right to pass on any such charge to the Member. MintSports reserves the right to pass on any incurred transaction fees to Members who we determine make deposits into their Account for purposes other than Betting.

5.12 A Member agrees that they, as the authorised Account holder, are the only person permitted to withdraw, deposit or deal with monies on the Account, or otherwise use the Account (Transact). Members must use their own or a jointly held deposit and withdrawal method. You must not allow a third party to use your Account or Payment Method to Transact on your Account (unless in accordance with clause 4.2 above). Third parties should not attempt to Transact on a Member’s Account not in their name.

5.13 MintSports reserves the right, in its absolute discretion, to take reasonable action to remedy the situation if it identifies any third party transaction on an Account, which may include taking any action it deems necessary to fairly and reasonably reverse or void any third party transaction that has occurred. Members accept that MintSports will review each situation on a case-by-case basis taking into account deposits, withdrawals, Bets and any other information available.

5.14 You agree that where, by determination of MintSports, an Account has not been used in good faith (including where a person fails to disclose their identity or payment information),

MintSports may refuse future transactions on your Account. Further, MintSports may allow or retrospectively void transactions made on your Account during any period in which it was not used in good faith. You are welcome to request clarification of any decisions made by MintSports in relation to an Account suspension or closure and Members have an opportunity to make submissions in relation to the same. MintSports will endeavour to answer your question by response within a reasonable time frame (usually within thirty (30) days).

5.15 Additional Accounts in a Member's name (including any Account you opened with misspellings or different variations of your name) are not allowed and MintSports will actively seek to discover non-compliance with this clause 5.16. Any discovery of a breach of this clause 5.16 will lead to the suspension and cancellation of the Account, without prior notice to the Member. Irrespective of this, a Member who has opened multiple Accounts will be responsible for any transactions that occur in relation to those Accounts. All restrictions, self-imposed or otherwise that apply to a Member's principal account will likewise apply to a Member's additional Accounts.

5.16 Credit Betting is not permitted.

5.17 Interest is not paid on monies held in your Account.

5.18 If MintSports suspends, closes or cancels your Account in accordance with these Terms, you will be:

- unable to further Transact on your Account;
- entitled to the reimbursement of any undisputed Account balance you may have. This will be accomplished via a verified Payment Method attached to the Account, or other method determined by us; and
- where you have placed Bets in relation to events which have not yet taken place at the time of suspension or termination of your Account, we reserve our rights to treat such Bets as void and return the stake to you.

6 CHARGE BACKS OR REVERSAL OF DEPOSITS

6.1 You agree and warrant that no charge back or other cancellation of deposits will be made relating to your Account without the approval, or prior approval, of MintSports. Should a charge back or cancellation circumstance occur, you indemnify MintSports from all costs, fees and liability that may arise from such an event, including but not limited to the costs associated with recovering such amounts.

6.2 Where you dispute a transaction relating to a third-party such as BPAY or a banking institution, we may elect to temporarily suspend your Account and conduct an investigation in relation to the transaction. We reserve our rights to affect any suspension immediately.

6.3 We reserve the right to request information in relation to the source of funds in any transaction that we reasonably believe may be suspicious or require further investigation. Information requested to prove where funds have originated may include certified copies of bank statements and may be requested prior to you being able to withdraw funds or you being able to request funds to be withdrawn. In addition, where we reasonably believe that any withdrawal request is unauthorised, we may decide not to return funds, and/or, void Bets pending resolution (if any) of our concerns.

7 ILLEGAL, FRAUDULENT OR UNAUTHORISED TRANSACTIONS (OR SERIES OF TRANSACTIONS)

7.1 Where we reasonably believe deposited funds or winnings associated with an Account are by an unauthorised or fraudulently used Payment Method, we reserve our right to report the fraud or misuse and/or to close the Account. All misuse, unauthorised use or fraudulent conduct associated with a Payment Method may be referred to the appropriate law enforcement and/or other authorities and the provider of the Payment Method.

7.2 Further, MintSports may employ third party services, or technology to track and retain technical information on a device used in breach of this clause 7 or a Member's Account more generally. Where an Account has not been operated in good faith, we may use this information to determine any investigation undertaken to assess Betting abuse, multiple Account usage, Payment Method abuse, potential breaches of the Terms and the like.

7.3 To detect or investigate suspected fraudulent activity we may, from time to time, monitor one or more Accounts we deem to be displaying unusual activity. We reserve the right to close or suspend an Account (pending a full investigation), and void any transactions and Bets as we see reasonably necessary where we believe there to be a risk of fraudulent activity involved.

7.4 Where we detect or become aware of any system that is being used to exploit variation in odds for a particular Sport or Race, between two or more bookmakers, in order to guarantee a profit irrespective of the outcome of the event (Arbitrage Betting), and that system is deemed by us to have a harmful or negative affect on us, we reserve our right to suspend or cancel your Account pending an investigation into the conduct that we believe constitutes Arbitrage Betting. Arbitrage Betting is inconsistent with the intended supply of the Account for recreation and entertainment use. This may or may not involve voiding any or all Bets made by such persons reasonably determined to be involved in Arbitrage Betting.

8 LIVE STREAMING OF SPORTS OR RACING

8.1 We do not allow live or "in play" sports Betting within Australia, which is prohibited and unlawful except where we take Bets over the telephone. Other jurisdictions may allow "live streamer" Betting and you may be able to view live competitions or events on our Website or group of websites.

8.2 MintSports does not have the right to, or own any, live feed media and any such media that may be streamed through third party services such as Twitch, Youtube or other providers (Streaming Services). These Streaming Services are subject to the individual rules of that Streaming Service. MintSports is not responsible for the views or opinions presented by any streamer and will not accept responsibility or liability for any view or opinion expressed in Streaming Services or any other media that MintSports may facilitate but not control. For example, message boards or other community-based communication avenues.

9 MINTSPORTS'S RIGHTS AND RELATED MATTERS

9.1 MintSports acknowledges this industry is dynamic and as such reserves the right to cancel, change or restrict the products or types of Bets without notice to Members and at any time. We cannot guarantee that any products or types of Bets will be available for a Member to use.

9.2 We are required to comply with our licence conditions which includes the maintenance of a bank account which reflects long term bets (being bets that will not be decided within once

month of receipt) and a separate bank account with sufficient funds to cover all monies owed by MintSports to its customers which is not less than the total of all customers' credit balances.

9.3 We have made and continue to make considerable efforts to ensure that our sports and racing Betting business and associated services operates in a fair, transparent, efficient, and accurate manner. To the extent allowed by law, we exclude all warranties, express or implied, relating to or arising out of Betting services we offer. We exclude any and all liability for all loss types, including direct, indirect (consequential loss), damage, expense or injury suffered by any Member arising out of:

- these Terms;
- use of their Account; or
- any action taken by MintSports in relation to a Member's Account in accordance with the rights set out in these Terms.

9.4 Despite these Terms, nothing affects our liability in relation to:

- the requirement to pay any Member their rightful winnings or any other amount properly owed to a Member in accordance with these Terms;
- the death or serious personal injury arising from our proven negligence;
- any fraud or misrepresentation by us; or
- any other matter where our liability cannot be excluded or limited under any applicable law (for example, as set out in the Australian Consumer Law).

9.5 Subject to clause 9.2 and 9.4, and to the extent permitted by law, our liability in respect of any claim or loss is limited to the amount of any Bet or Bets (as the case may be in the circumstances) placed by a Member.

9.6 If a Member receives a bonus Bet or some other form of bonus that requires a deposit to be made to be entitled to use/claim the Bonus, both the deposit and the Bonus must be wagered.

9.7 Where a Member has breached these Terms, MintSports reserves its right, acting reasonably, to remove or withdraw any Bonus and refund any deposited amount to the Member's Account. Bonus based promotions may change from time to time and Members should avail themselves of any terms or conditions associated with any promotion they utilise or consider utilising.

9.8 We extend all services and products on a good faith basis to Members who act in good faith, sincerely, without fraud, and who utilise our services or promotions for the purpose of recreation and entertainment. We may restrict or determine that a Member is ineligible for any promotion at our sole discretion and as we see fit.

9.9 Where we form the reasonable opinion that you or your Account transaction history may represent a significant risk to MintSports' Betting business, constitute a breach or attempted breach of these Terms, or any applicable law, and/or gives rise to an integrity concern, we reserve our right to:

- suspend or cancel your Account immediately and without notice to you;

- request further information from you, including to further verifying your identity and source of funds and/or source of wealth; and
- intervene with any Bet (or part of any Bet) by way of voiding (before or after the event) or allowing the Bet (or part of any Bet) to stand.
- Where MintSports reasonably believes that further enquiries are necessary to determine whether an Account, Member or wager complies with these Terms and Conditions, applicable law or the integrity requirements of MintSports, MintSports may temporarily restrict betting, deposits, withdrawals or other account functions while those enquiries are undertaken.

If, following those enquiries, MintSports reasonably determines that an Account has been operated, or a wager has been placed or accepted, in breach of these Terms and Conditions, applicable law or the integrity requirements of MintSports, MintSports may:

- (a) declare any affected wager void;
- (b) refuse or withhold settlement of any affected wager;
- (c) reverse or adjust any settlement previously made;
- (d) recover any funds paid as a result of the affected wager; and
- (e) take any other action reasonably necessary to restore the parties to the position they would have been in had the breach not occurred.

The powers contained in this clause may be exercised whether the relevant facts are identified before or after a wager has been accepted or settled. Without limiting this clause, a breach of clause 10.4 entitles MintSports to exercise all rights and remedies set out in clause 10.4.

9.10 We may take action as described in clause 9.9 in circumstances where a Member has not operated their Account with integrity, including (but not limited to) where the Member:

- intentionally or knowingly exploits a market or the Terms with or without the use of deception;
- engages in conduct (whether alone or in concert with others) that is indicative of totalisator manipulation;
- seeks to manipulate the course or outcome of a market or event with or without receiving a personal gain;
- receives an unjust advantage from information not available to the public (insider information); or
- engages in conduct that takes advantage of an inadvertent error in the description or pricing of a market, at any time before or after the correction of that error by MintSports.

9.11 You acknowledge that MintSports may pay a referring third party or affiliate commission payments. Any payments of commission do not affect the odds or dividends available for any given Bet.

9.12 MintSports is a responsible bookmaker and offers Members the ability to control their Betting activity by setting a restriction or limit on the amount they can deposit into their Account amongst other responsible gambling tools which it encourages Members to utilise.

9.13 MintSports will provide you with such activity statements and related information as is required by the NT Code of Practice for Responsible Service of Online Gambling 2019 or any other relevant law from time to time.

9.14 Any reference to discretion which may be exercised by MintSports under these Terms means MintSports' sole and absolute discretion.

10 PLACEMENT AND ACCEPTANCE OF BETS

10.1 All Bets placed on any Account are considered to be placed and received in the Northern Territory, Australia.

10.2 MintSports do not represent or warrant that placing or receiving Bets within your Account will comply with the legal requirements of any other jurisdiction outside of the Northern Territory. Members must satisfy themselves and accept full responsibility of the legality of the following actions:

- application to MintSports for an Account or its associated services;
- remitting funds by a Payment Method or any other way to an Account or receiving funds from an Account; and
- placing Bets with and receiving winnings from MintSports.

10.3 MintSports does not warrant that it will accept any particular Bet.

10.4 MintSports reserves the right to refuse any Bet, or part of a Bet, without prior notice or explanation, and to restrict, suspend or cancel your Account where, acting reasonably, we determine that any of the following apply:

- (a) you are or may be a Minor or are Betting on behalf of a Minor;
- (b) you structure your Bets (including by placing multiple smaller Bets on the same event and for the same outcome in quick succession) in a manner which, in MintSports' reasonable opinion, is intended to ensure those Bets are accepted in circumstances where they may otherwise be rejected for commercial or other legitimate reasons;
- (c) you place Bets or otherwise use your Account in breach of these Terms (including, but not limited to, engaging in Masking or Arbitrage Betting) or any applicable law;
- (d) you access or use the Website or your Account using, or with the assistance of, any automated, robotic, systematic, algorithmic, artificial intelligence, computerised or other technology-assisted method, device or software, including but not limited to bots, scripts, APIs, data extraction tools, scraping software or any technology designed to automate, facilitate or systematically place or manage Bets.

A breach of this clause 10.4 constitutes a material breach of these Terms.

Where MintSports reasonably determines that this clause has been breached, MintSports may, acting reasonably:

- (i) refuse or reject any Bet or part of a Bet;
- (ii) declare any affected Bet void, whether before or after settlement;
- (iii) withhold or reverse the settlement of any affected Bet;
- (iv) cancel or reverse any winnings or other credits arising from an affected Bet;
- (v) adjust your Account balance to reflect the position that would have existed had the affected Bet not been accepted or settled;
- (vi) refuse or delay withdrawals pending investigation of the suspected breach;
- (vii) suspend, restrict or permanently close your Account;
- (viii) recover from you any funds paid or credited to your Account as a result of an affected Bet, including by setting off those amounts against any funds otherwise payable to you or, where your Account has a negative balance following an adjustment, recover that amount as a debt owing to MintSports.

The rights contained in this clause may be exercised whether the relevant conduct is identified before or after a Bet has been accepted or settled, including after winnings have been credited to your Account.

Nothing in this clause limits any other rights or remedies available to MintSports under these Terms, at law or in equity, including clause 9.9.

10.5 When you make a Bet via the Website, the Bet is deemed to be valid only when:

- the Bet has been paid in full by you;
- the Bet has been accepted by us; and
- the Bet appears as an accepted Bet on your Account.

10.6 Irrespective of the appearance of the acceptance of a Bet it must actually be accepted by us in order for it to be valid.

10.7 You are solely responsible for entering and choosing the particulars of your Bets. You acknowledge that, in placing your Bet, you are not relying on any statement of any of our employees or representatives relating to the subject matter of the Bet. We take no responsibility for Bets made in haste, error, carelessly or otherwise. We are under no obligation to cancel Bets that have been validly placed and accepted in accordance with these Rules.

10.8 Despite clause 10.7, we may be able to cancel or change a Bet made in error, or otherwise, at our sole discretion. In these circumstances, we may void the Bet and request that another Bet be made in its place. A pattern or suspected pattern of behaviour of a Member that seeks to alter or avoid Bets by claim of error may be deemed to breach these Terms. We may take any such lawful action we deem reasonable to address this type of conduct including limiting, suspending, or closing your Account.

10.9 We reserve the right to suspend or prohibit further Bets on any event at any time and without prior notice to you at our sole discretion. Should an event be suspended or access to it

prohibited, any attempted Bet via the Website that follows the suspension or access prohibition will be rejected.

10.10 Bets will be accepted up to the relevant start time, being:

- the commencement of the event; or
- such other reasonable start time as determined by MintSports on the basis of the information available on the event at the time.

10.11 Where a Bet is inadvertently or erroneously accepted after the relevant start time (as described above) then MintSports the Bet will be deemed to have been made invalidly, voided and the stake refunded the Member. For the purpose of this clause “inadvertently” means that MintSports had no knowledge that the event in question had started and the Bet was accepted by MintSports in good faith.

10.12 MintSports accepts no responsibility or liability for the failure of telecommunication or information technology-based systems not under our control that prevent or impede the correct placing, accepting, recording, confirmation or notification of transactions. To the extent possible under applicable law, we will not be responsible or liable for damages or losses that are deemed or alleged to have resulted from or been caused by the Website, or any of its content, including but not limited to any errors or omissions in content.

10.13 We do not provide a “cash out” service and will not allow a Member the option to cash their Bet out in the middle of an event, match, competition etc.

10.14 We reserve our right to keep a recording of any customer service or related telephone call between us and a Member. Alternatively, in relation to our “Chat Support” text service, we reserve our right to retain and copy the history of transcripts that relate to any communication in text format. Similarly, we may retain e-mail chain or text message history between us and you. You agree to such recordings, transcripts, or email history being retained and/or copied by us and at our sole discretion (Recorded Material). Where a Dispute (as defined in clause 13) arises which remains unresolved between us and you, you agree to allow us to rely on the Recorded Material as evidence in any dispute resolution process or legal proceeding. All Recorded Materials will be retained by us consistently with our privacy obligations as described within our Privacy Policy.

10.15 The current minimum Bet is AU\$0.50 and the maximum is AU\$5,000 (Bet Thresholds). We reserve the right to alter the Bet Thresholds at our sole discretion and without notice to you. We maintain Bet Thresholds to protect our risk and that of our Members.

10.16 We reserve our right to provide any Personal Information, Betting data or information to Australian principal racing authorities, an Australian governing sporting authority, law enforcement agencies and/or to any other lawful regulator, including but not limited to AUSTRAC (collectively, an Authority). You consent to any such information being provided when there is a reasonable and/or lawful basis or obligation to do so. An Authority may include bodies that oversee the rules and regulations of a sport and may possess sanctioning powers. Examples include, but are not limited to, Cricket Australia, Racing Victoria, Australian Football League, Racing New South Wales and Greyhound Racing Victoria. We may provide the following information to an Authority:

- any record, Recorded Material, or data in our possession or control that relates to Betting transactions of the Member; and
- the name, contact details and similar identifying information in our possession or control relating to that Member.

10.17 Any such information provided to an Authority under clause 10.16 will only be provided to assist a legitimate inquiry conducted by an Authority, where required under a written agreement with the Authority and authorised under our Privacy Policy, or where we reasonably believe that our obligations under any relevant legislation or law requires us to provide it to the Authority. For example, under the AML/CTF Legislation.

11 ERRORS

11.1 We endeavour to ensure that no errors are made in setting markets including but not limited to errors in prices offered, market descriptions, wrong dividends or lines, available selections offered, Bets accepted on an Account or any errors in exclusions for certain events. We reserve the right (in good faith) to correct errors, or other genuine technical, human or other error or mistake that occurs in setting a market or processing a transaction (including where a Bet has been inadvertently accepted by MintSports after the commencement of a race or event). This includes voiding any Bets or parts of Bets prior to or after the commencement or conclusion of a relevant event or, where appropriate, adjusting the bet at the correct odds, in circumstances where a Bet has been accepted and where there has been a material technical, human, or other error in setting a market and/or in accepting a Bet (Material Error). Without limiting the steps that MintSports might take, MintSports may adjust your Account balance to the extent necessary to address the Material Error.

11.2 Where a Bet is voided or adjusted by way of an error made by us prior to an event commencing, we will endeavour to try to contact you by e-mail, text message, or a notification on your Account to inform you that the Bet has been voided or an adjustment has been made, the reason for the adjustment, and the amount adjusted.

11.3 For the purposes of this clause 11, an error in setting a market or accepting a Bet will be a Material Error in the following circumstances:

- the price struck for a Bet is materially greater than a price previously offered on the same or a similar market or contingency by MintSports or any competing bookmaker;
- there is an error in the price of at least one selection which forms part of a multi Bet (parlay), the combined effect of which results in a materially erroneous price;
- the available selection(s) on a market are so different from the selection(s) previously offered on the same or a similar market by MintSports or any competing bookmaker; or
- MintSports accepts bets on closed or suspended markets;
- incorrectly calculating or settling an amount above what is legitimately due on the face of the Bet record or ticket (e.g., a refund or dividend);
- any other situation in which a reasonable person with a good understanding of wagering would reasonably understand that there was an error in a relevant market or in the acceptance of the Bet.

11.4 A Material Error may, depending on the circumstances, mean that we wrongly pay an amount to you, or we may pay you more than the amount to which you are properly entitled. In this situation, you agree to repay us immediately on request from us the amount which has been wrongly paid or overpaid to you. When making such a request, we will detail the Material Error and articulate how we have calculated the sum owing.

12 RESPONSIBLE GAMBLING

12.1 MintSports takes responsible gambling seriously, including by:

- facilitating gambling limits on request. Should a Member wish to limit the amount they may deposit into their Account (per day, week or month) (referred to as a “deposit limit”) they may do so at the time they establish their Account or any time afterwards; and
- providing a self-exclusion option. You may stop Betting for a period of time or permanently if gambling has become an issue for you, or is causing you or others around you harm. You may cease gambling for an elected period through our Responsible Gambling tab under your Account which will offer a range of periods (one day to permanently).

12.2 To effect responsible gambling measures listed in clause 12.1, we may retain Personal Information, for as long as required, to effectively implement self-exclusion facilities. The following minimum Personal Information will be retained to maintain an exclusion facility:

- your name;
- your address; and
- your payment details.

12.3 If you elect to self-exclude:

- you must not attempt to open a (further) Account to place Bets or engage in conduct that will enable you to make Bets via our services indirectly or otherwise;
- you remain fully liable and responsible for your actions and all your activity and Bets placed; and
- subject to these Terms, if we are of the opinion that you have, or are deliberately, attempting to circumnavigate imposed restrictions (by way of additional Accounts or otherwise) and have placed Bets while excluded:
 - we will void open or pending Bets and the original stake will be returned to your Account;
 - resulted Bets will stand; and
 - the balance of your Account will be returned to you.

12.4 MintSports’ marketing communications are aimed at those over 18 only. MintSports does not market to Minors or individuals for whom gambling has become a problem or to those who have withdrawn their consent to receive direct marketing from MintSports.

12.5 Further information is available in relation to responsible gambling on our Website or at the following online resources:

- Relationship Australia: Problem Gambling:
<https://www.relationships.org.au/services/problem-gambling>
- Lifeline Problem Gambling:
<https://www.lifeline.org.au/get-help/information-and-support/problem-gambling/>
- Gambler's Help or Gambling Help on 1800 858 858 or
at www.gamblershelp.com.au or www.gamblinghelponline.org.au
- Gambler's Help Youthline on 1800 262 376
- BetStop – the National Self-Exclusion Register™ on 1800 858 858 <https://www.betstop.gov.au>

12.6 MintSports reserves the right to refuse to allow you to open an Account, to suspend or to temporarily or permanently close your Account with immediate effect if it is the reasonable opinion of MintSports that you may have a problem with responsible gambling. If we do this, we will remit the total balance of your Account to you (less any amounts which we are entitled to deduct in accordance with these Terms).

13 DISPUTE RESOLUTION

13.1 These Terms are governed by and construed in accordance with the applicable law of the Northern Territory and each Member irrevocably submits to the non-exclusive jurisdiction of the Northern Territory Courts in respect to any dispute that arises out of or in relation to these Terms, or of any service or product offered by MintSports (Dispute).

13.2 We are committed to providing high quality Customer Service, and to dealing with Disputes in a prompt, efficient, and fair manner. We may require additional information from you about your Dispute. If this applies, we will contact you.

13.3 Our Dispute handling process is set out below:

- Contact Customer Service – As a first point of reference, you should direct your Dispute to the Customer Support team via email, live-chat or otherwise available method of communication. Contact details are available on our Website.
- Escalate to Management – If you are dissatisfied with the resolution provided by the Customer Support team you may request that your matter be escalated to a member of our Management Team. A member of the Management Team will then investigate your dispute or complaint, and management's responses will be provided to you via Customer Support.
- Escalate to our licensing body – Where a Dispute cannot be resolved between you and us, then you must refer the Dispute to a representative of the NTRWC via the online Gambling Dispute Form [found here](#). A Dispute must be lodged with the NTRWC within 14 days of arising. The decision of the NTRWC is final and binding on MintSports and the Member.
- Card disputes – If your Dispute is not resolved to your satisfaction and it is about a transaction on your Visa, Mastercard or EFTPOS card (but not a Dispute relating to Betting), you can escalate your Dispute to the Australian Financial Complaints Authority. The Australian Financial Complaints Authority can be contacted on 1800 931 678 or at info@afca.org.au.

13.4 Nothing in clause 13 precludes either party's rights to seek urgent interlocutory relief from a Court if such relief is reasonably required.

13.5 No rule of contract interpretation may be applied in the interpretation of these Terms to the disadvantage of a party on the basis that it prepared or put forward these Terms or any document forming part of these Terms.

14 INACTIVE ACCOUNT STATUS AND CLOSURE OF INACTIVE ACCOUNT

14.1 You may close your Account at any time either by using our Website or by letting us know in writing, via email or post using the contact details on the Website. We will refund the balance of your Account by a Payment Method determined by us (pending any outstanding investigations or enquires made in accordance with these Terms). If you have placed any Bets in relation to events which have not yet taken place at the time of closing your Account such Bets will still stand, and if such Bets subsequently win, the corresponding sums will be paid to you within a reasonable time of the outcome of the Bet becoming known.

14.2 We reserve the right to deem an Account that has not been transacted on for at least twelve (12) months to be Inactive and the right to suspend any accounts that are inactive.

14.3 Inactive accounts will be charged an Administration Fee of \$15 per month plus GST, which will be debited from the account balance on the 15th day of each month, until such time that the balance reaches zero where no further Administration Fee will apply. Once any deposit or wager is placed on an Inactive account, the account will automatically re-activate where fees will cease until a further period of inactivity.

15 INCONSISTENCY BETWEEN THESE RULES AND RULES SPECIFIC TO AN EVENT

15.1 If any inconsistency exists between these Terms and those that apply to a specific event in the Betting Rules, these Terms will prevail.

16 FORCE MAJEURE AND UNEXPECTED EVENTS

16.1 If an event(s) occurs that is beyond our reasonable control such as a pandemic, epidemic, fire, earthquake, flood, element of nature, act of God, terrorist act, act of war, riot, rebellion, strike, blockade, labour disruption or otherwise, that has a material impact on a sporting, racing, or other event (or series of events, games or matches etc.) which is the subject of a contingency, or outcome of a market offered by us, we reserve the right at our sole discretion (and acting in good faith) to void, cancel, restrict or otherwise alter or adjust the payout (in whole or part) of the affected wager(s) placed on the relevant market in a reasonable manner. This includes retrospectively taking any of the actions listed above once a Bet has been made and before or after it has resulted.

16.2 A material impact on any event, sporting event, racing event or otherwise, without limitation includes:

- a reduction in the number of games, matches or race events in a season or series;
- any material change in the length of a game, match or event, or when those games matches or events are played; and/or
- a change in the location of any match, game, event or otherwise.

17 MATERIAL CHANGES TO EVENTS BY SPORTING BODIES OR CODES

17.1 Where a relevant racing or sporting body announces or declares any material change to the structure of a competition, game, event or otherwise (including, but in no way limited to player numbers in a match in a series or event, the time, location or date of events), and we consider reasonably that such a change will have a material impact on a market or Bet taken on or involving that competition, event or otherwise, all Bets may be voided by us at our sole and reasonable discretion.

17.2 Such action will take place as soon as reasonably practicable following such announcement or declaration. All Bets, including parlay or multi Bets that rely on more than one event, competition or otherwise, which are cancelled will be recalculated in a manner solely decided at our discretion.

18 SOCIAL NETWORKING AND COMMUNITY INVOLVEMENT

18.1 You agree to conduct yourself in a reasonable and inoffensive manner when engaging with other Members and the public at large in the following environments or contexts:

- On any online forums or platforms run by, related to, or involving us;
- community events where a Member is or may be identified as a Member; and
- any educational event hosted, run, or overseen by us where you may interact with other Members or the public at large.

18.2 Where you are deemed to have engaged in conduct that is offensive (including conduct of a nature set out in clause 19.5 (Offensive Behaviour)), we may at our sole discretion discontinue access to any online environment, or ask you to leave any physical event. Following a request by us, you agree to leave any such virtual or physical environment or event without protest and as soon as practicable.

18.3 We intend to be a positive presence within the racing and sporting communities. To that end, we intend to positively engage with the racing and sporting communities and Members. In turn we expect Members and those engaging with us and our associated community to engage likewise in good faith and in a positive manner.

19 WEBSITE TERMS OF USE

19.1 To the extent permitted by law, MintSports will in no way be liable to you, your agent, or anyone else for any loss or damage, however it may be caused, related to any content on the Website or any other website, application, or hyper linked extension, form, or otherwise that stems from the Website. This general disclaimer is not limited by the provisions set out below.

19.2 Any information on the Website is provided in good faith and is presented on an “as is” basis.

19.3 MintSports is of the belief that any information on the Website is accurate and current as the date that the information was placed on the Website, unless specified otherwise. We make no representation or warranty as to how reliable, accurate or complete any such information is. When considering whether to act on any information found on the Website, you should carefully consider the consequences of any such action and where appropriate seek advice. Advice sought should be tailored to your specific circumstances. you agree that you hold ultimate responsibility for your assessment of information on the Website, and you rely on it at your own risk. Additionally, we cannot and do not in any way warrant that you will receive uninterrupted or

error free access to the Website or that the Website will otherwise be compatible with any hardware or software that may be used by you.

19.4 We are in no way responsible or liable to you or any other person for interference with or damage to your computer systems, software, or hardware in connection with our Website. You are solely responsible for the management of your own computer related systems, software, hardware, connectivity, or the like, and we recommend that you utilise reliable and up to date virus protection software. We will not be liable for any losses incurred or cost associated with your connection with internet networks or any telecommunications service providers that you have engaged or any equipment or facilities you use to access our Website. You are responsible to ensure that your own computer or device is virus free and unaffected by its connection to our Website.

19.5 As a condition of the use of our Website you agree to not use our Website to hurt, harass, defame or the like any other person or user related to this Website, including any MintSports staff. You agree to not cause to be published or publish any offensive or unlawful materials on or in respect of the Website, including any related public forum pages. This includes conduct (either singularly or repeated) directed at MintSports staff, other Members, or the public at large, which MintSports considers unreasonable, such as:

- offensive language;
- aggressive behaviour;
- overt racist remarks;
- overt sexual remarks;
- harassing remarks;
- attempted or actual bullying;
- abusive or threatening remarks or behaviour; and
- other similar unacceptable “trolling” or anti-social behaviour.

19.6 You agree to not engage in any activity or conduct that may negatively impact or damage in any way the Information Technology (IT) resources or services of MintSports or any other person. For example, by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not otherwise attempt to gain unauthorised access to our Website or the Account of another Member.

19.7 You agree to not breach or attempt to breach any laws or regulations which may be applicable or become applicable in the use of our Website in your jurisdiction.

19.8 All intellectual property and material subject to copyright is the property of MintSports, unless otherwise said or used on a fair and reasonable basis and or for the purposes of parody.

19.9 Subject to the Copyright Act 1968 (Cth), this Website and its content, programming code, or the like, must not be reproduced, distributed, adapted, transmitted, or stored in a retrieval system without our prior consent. Further, you must not attempt to commercialise, or commercialise any information or data, obtained via our Website or related, linked services, pages, or otherwise. Should you wish to utilise or collaborate with MintSports and use any of our

copyright materials you should contact us first. We reserve the right to allow or deny permission to any of our copyright materials.

19.10 We make no warranties or representations that any external linked site that is found on our Website or related pages does not infringe intellectual property rights of a third party. A link from our Website does not constitute an endorsement by us of the use of that link, the company or organisation behind that link or the contents of the website reached using that link.

19.11 You agree to only use this Website and its related pages and linked services for a lawful purpose. We reserve the right to reasonably terminate your access to our Website at our sole discretion and without any prior notice to you.

19.12 This Website and its use are governed by the laws of the Northern Territory, Australia. You submit to the non-exclusive jurisdiction of the courts of the Northern Territory, Australia in connection with the Australian section of the Website and its use and these Website Terms (in accordance with clause 13.1).

20 MISCELLANEOUS

20.1 No failure or delay by us in exercising any right under these Terms will operate as a waiver of this right. Similarly, any single or partial exercise of any right will not preclude any further exercise of any of these rights or the exercise of any other right, unless so expressly stated.

20.2 If any terms are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term (or part of the term) will to that extent be severed from the remaining Terms which will continue to be valid to the fullest extent permitted by law.

20.3 Nothing in these Terms will be construed as creating any agency, partnership, or any other form of joint venture between you and us. These Terms do not confer any rights on any persons not party to these Terms unless otherwise expressly stated.

20.4 You provide your express consent for us to transact and communication with you by electronic means.

20.5 You are not permitted to assign, transfer, charge or otherwise deal in your rights and/or obligations under the Terms without our prior express written consent. We are entitled to assign, transfer, charge or otherwise deal in our rights under these Terms as we see fit.

PROMOTIONAL TERMS AND CONDITIONS

1. GENERAL

These promotional terms and conditions (Promotional Terms) set out rules which apply to bonuses, promotions and proprietary betting products (collectively, Promotional Offers) which we may offer to you from time to time.

2. These Promotional Terms must be read in conjunction with:

- our general terms and conditions (General Terms); and
- the specific terms of any Promotional Offer (Specific Promotional Terms), including any minimum eligibility requirements.

3. These Promotional Terms are effective on and from 1 April 2024. These Promotional Terms were last updated on 1 April 2024. You are advised to read these Promotional Terms carefully. You agree to be bound by these Promotional Terms and any additional or replacement terms and conditions not set out in these Promotional Terms (including eligibility requirements) by participating in any Promotional Offer or accepting any benefit from a Promotional Offer. Customers should read such additional or replacement terms and conditions carefully. In the event of any inconsistency between these Promotional Terms and any specific terms relating to a specific promotional offer (Specific Promotional Offers) or any other Promotional Offer from time to time, the specific terms will prevail to the extent of the inconsistency.

4. You agree to be bound by these Promotional Terms and any Specific Promotional Terms by participating in a Promotional Offer or accepting any benefit from a Promotional Offer.

5. In the event of an inconsistency between these Promotional Terms and any Specific Promotional Terms, the Specific Promotional Terms shall prevail to the extent of the inconsistency.

6. Any reference in this document to a time is a reference to Australian Eastern Time or AEDST.

7. Any Promotional Offer offered or conducted on social media (including Facebook, Instagram, Tik Tok, X or any other social media platform) is not sponsored or endorsed by that social media platform, unless otherwise expressly stated.

8. MintSports reserves the right to, acting reasonably:

- modify, cancel, or suspend any Promotional Offers at any time, including any previously accrued bonuses or other benefits; and
- make Promotional Offers unavailable to any customer at any time and without providing any reasons or prior notice and without any liability on its behalf.

9. Each clause in these Promotional Terms is severable from this document. If a clause is found to be void, invalid or unenforceable for any reason, the invalidity of any provision in this contract will not impact the validity of any other clause in these promotional terms and conditions. Any invalid clause shall be treated as removed from the promotional terms and conditions. The promotional terms and conditions shall be interpreted as though it did not contain said clause to the extent of its invalidity, and the remaining clauses remain in full force and effect.

10. We retain records for all Promotional Offers for a period of one month from the date the results for that Promotional Offer are determined (or longer if required by law).

11. Any disputes regarding any Promotional Offer should be escalated in accordance with the Dispute Resolution Process set out in our General Terms.

2. GENERAL ELIGIBILITY REQUIREMENTS

1. A Promotional Offer is not available to residents of any jurisdictions which are excluded under the specific terms of that promotion and/or by any applicable state or territory regulations ("Excluded Residents").

2. A Promotional Offer is only available to a customer who:

- is over 18 years of age;
- has an active Account with MintSports;
- complies with and is eligible in accordance with the General Terms and the Promotional Terms and any terms and conditions relating to the Promotional Offer including any Specific Promotional Terms; and
- is a resident of Australia or New Zealand but is not an Excluded Resident. (Eligible Customer).

3. Promotional Offers are intended for recreational customers only, who are bona-fide customers who at all times are acting sincerely and in good faith, without fraud and who place a Bet with MintSports for the purpose of entertainment. We reserve the right to exclude any person if we have a reasonable belief that the Member is not a recreational customer. If we make such a decision, we will advise the Member in writing.

4. Without limiting clause 2.2(d), Members who:

- engage in transactions on their Account which are predominately via bonus Bets (Bonus Bets) or other Promotional Offers; or
- hold multiple Accounts; or
- enter promotional codes into multiple Accounts in the same name as the participating customer or if a particular promotional code has been entered into multiple Accounts sharing common characteristics (e.g. address, email address, phone numbers or linked payment facilities);
- seek to utilise Promotional Offers from multiple Accounts that have been accessed from the same location, computer, device or IP address;
- place duplicate Bets on other Accounts; or
- engage in arbitrage betting or "sure bets" using multiple accounts;
- use a proxy Account; or
- use an Account that is not their own; or
- hold an Account for the benefit of others; or
- are a bookmaker, employee of a bookmaker or otherwise directly associated with a bookmaker; or
- are regarded by MintSports as a 'professional punter';
- are reasonably suspected by MintSports as acting in collusion with another person to access or utilise Promotional Offers;
- are otherwise regarded by MintSports as abusing or undermining the spirit and intent of the Promotional Offers;
- are actually or attempting to mask the use of any Account that is not owned by them; or

- engage in hedge Betting by placing Bets on both sides of a betting line; or
- are reasonably suspected by MintSports as acting in collusion with another person to access or utilise Promotional Offers,

will not be eligible participate in any such Promotional Offers and MintSports may cancel any requested or present participation in any Promotional Offer.

5. MintSports is entitled to validate a customer's Account prior to making any Promotional Offer available to that customer. Validation includes but is not limited to the customer answering validation questions to the satisfaction of MintSports. Promotional Offers will not be available to a customer who has failed to validate their Account.

6. If you are an Eligible Member, you are eligible to participate in a Promotional Offer in accordance with these Promotional Terms or any additional or replacement terms and conditions including, for example, those contained in our marketing or other communications or the Website for that type of Promotional Offer.

7. From time to time, you may be eligible to claim a deposit match ("Deposit Match"), Bet match ("Bet Match"), protest payout ("Protest Payout"), price boost ("MintSports' Boosts"), or other promotional or proprietary benefits as part of our Promotional Offers.

8. Subject to these Promotional Terms and any applicable Specific Promotional Terms, or as otherwise determined by MintSports in its absolute discretion, you may only redeem up to one (1) Promotional Offer per Account per day. If you have received more than one (1) Promotional Offer, subject to any applicable Specific Promotional Terms, we will (in our absolute discretion) permit you to keep the benefit of only one (1) of those.

9. Any Promotional Offer may only be claimed once per Account unless otherwise stated. We limit the use of Promotional Offers to one real Account per family, household, residential address, internet protocol (IP) address, internet connection, email address, device, payment method (for example, a specific debit card or bank account), shared computer location (such as internet café's or libraries), mobile number or any other unique identifier. Accounts that are found to be attempting duplicated or multiple access to a promotional offer will result in access to the promotion revoked across all accounts linked.

10. Where indicated, Promotional offers must be claimed by accurately entering the relevant Promotional Offer Code within your Account on the Website.

11. Promotional Offers and dividends derived from such Promotional Offers are not transferable.

12. If there is a discrepancy between the name associated with your Account and the name associated with your deposit method (e.g. debit card holder), or MintSports has reasonable concerns regarding your identity or that you are not the person operating your Account, you may be deemed ineligible for a Promotional Offer and the Promotional Offer may be withdrawn or invalidated.

13. To be eligible to participate in a Promotional Offer, you may be required to make a minimum deposit of a specified amount to your Account.

14. MintSports reserves the right to cancel wagers placed which contravene (or which it reasonably believes to be contravening) these Promotional Terms and/or any Specific

Promotional Terms, additional or replacement terms and conditions relating to any Promotional Offer.

15. Subject to any Specific Promotional Terms, or as otherwise determined by MintSports in its absolute discretion, if you fail to redeem a Promotional Offer within 48 hours after receiving the Promotional Offer, the Promotional Offer will expire, and you will forfeit it without any liability on our part. Promotional Offers which have been activated but not used within 30 days from the date of activation will also be forfeited without any liability on our part, unless otherwise provided for in the Specific Promotional Terms (if any).

16. Unless otherwise stated, any Promotional Offer communicated is intended for the recipient alone, subject to them being an Eligible Customer and complying with the rules relevant to that Promotional Offer.

3. INELIGIBILITY AND IRREGULAR BETS

1. If at any time we determine that you are ineligible to participate in any Promotional Offer, have breached, abused or undermined these Promotional Terms or the General Terms or the spirit or intent of the Promotional Offer, we reserve the right to refuse or disqualify your participation in that Promotional Offer and cancel, void or reverse any relevant Bets placed.

2. We may take into account the following factors (amongst others) which indicate Irregular Bets and/or irregular Betting patterns:

- placing Bets on all likely outcomes of an event;
- equal or zero margin Bets;
- hedge betting and placing single Bets using the entire (or majority) of your Account balance on a single Bet, where the majority of your Account is derived from Promotional Offers.

3. Without limiting clause 3.2 we reserve the right to determine what is or may constitute an irregular Bet or irregular betting pattern in our sole discretion.

4. Where you have taken advantage of a Promotional Offer, before any withdrawals are processed from your Account, all Bets will be reviewed for any irregular Bets or irregular betting patterns.

5. We may withhold any withdrawal of winnings where an irregular Bet or irregular Betting pattern has been identified in respect of the use of any Promotional Offer.

6. We reserve the right to cancel and void any Bet, associated with a Promotional Offer, and regardless of whether it is pending or resulted, where we determine that the Bet is an irregular Bet or there is an irregular Betting pattern. If you make a withdrawal request from your Account prior to the Bonus Bet or Bonus Bet portions being consumed or resulted, the Bonus Bet or Bonus Bet portions will be cancelled and forfeited.

7. If MintSports exercises its rights, as contemplated by clauses 2.14, 3.1, or 3.6 to invalidate, withdraw or refuse your participation in any Promotional Offer or void or cancel any Bet, after you have placed a Bet in connection with any Promotional Offer:

- such Bets will be void;

- You will not get the benefit of any winnings and the remaining balance will be refunded; and
- the incorrect depositing into an Account will enliven our reserved right to recover any funds gained from Promotional Offers where these funds have been generated through breach of these Promotional Terms and/or any of our General Terms.

8. We will use reasonable endeavours to advise Betting Account holders if they are deemed by MintSports to be ineligible to receive Promotional Offers.

4. LIMITS FOR PROMOTIONAL OFFERS

Unless otherwise specified or agreed with MintSports, the total benefit claimable by any customer under any Promotional Offer, either separately or as a combination of more than one Promotional Offer, is to a maximum of \$1,000.

5. TERMS APPLYING TO SPECIFIC PROMOTIONS

1. Bonus Bets Generally

Any promotion incorporating a Bonus Bet, will be subject to the general terms below unless otherwise stated in the Specific Promotional Terms:

- This form of promotion is only available to Eligible Customers and may exclude residents of specified jurisdictions. No Bonus Bets are available to Eligible Customers on account of them opening an Account. If residents of particular jurisdictions are to be excluded this will be separately advised.
- Each Eligible Customer qualifies for a maximum of one (1) Bonus Bet only per Specific Promotional Offer. MintSports reserves the right to increase this limit at its sole discretion.
- Bonus Bets cannot be used on Exotic Bets or Futures Bets, unless otherwise determined by MintSports.
- MintSports reserves the right to restrict the use of Bonus Bets to racing or sports products only, taking place in certain countries, states, jurisdiction, venues or meetings.
- Should your Bonus Bet be successful, only the winnings from the Bonus Bet will be credited to your Betting Account. That is, the amount credited to your Betting Account will exclude the initial Bonus Bet stake. For example, a winning \$10 Bonus Bet placed on a selection paying \$3.00 will credit winnings of \$20 into your Account. The \$10 Bonus Bet stake will not be returned.
- A Bonus Bet will be credited to your Betting Account within 24 hours from the relevant trigger event (e.g. Betting Account deposit and use of applicable promotional code), unless otherwise advised by MintSports.
- If any Bonus Bet has not been used within 7 days of the Eligible Customer receiving their Bonus Bet, the Bonus Bet (if it has not already been used) will be withdrawn from that customer's Betting Account.
- A Bonus Bet must be taken as offered and cannot be varied or redeemed for cash. The Bonus Bet value is GST inclusive and is in Australian dollars.

- A Bonus Bet cannot be transferred to any third party.
- Any Eligible Customer with a hidden, unidentified IP address or deemed to be using a VPN will not be eligible for a Bonus Bet.
- If an Eligible Customer makes a withdrawal request of their Bonus Bet (or a part of it) prior to using that Bonus Bet, the Bonus Bet will be cancelled and forfeited.

2. Bet Match Offers Generally

- This form of promotion is only available to Eligible Customers and may exclude residents of specified jurisdictions.
- This promotion may involve a Bonus Bet equal or other benefit being provided to you calculated by reference, to the amount of your first Bet, or another Bet made by you during a specified period ("Qualifying Bet").
- In these circumstances, MintSports will award you a Bonus Bet or Other Benefit referable to the value of the Qualifying Bet, to the maximum amount stated in the Offer and otherwise on the specific terms set out in the Offer.
- For example, if the Offer states that you can be awarded a Bonus Bet up to a maximum value of \$50, then:
 - if your Qualifying Bet is \$100, you will be awarded a Bonus Bet of \$50;
 - if your Qualifying Bet is \$50 you will be awarded a Bonus Bet of \$50; or
 - if your Qualifying Bet is \$10 you will be awarded a Bonus Bet of \$10.
- Once you have made your Qualifying Bet, the Bonus Bet will be credited to your Betting Account within 24 hours.

3. Deposit Bonus Offers Generally

- This form of promotion is only available to Eligible Customers and may exclude residents of specified jurisdictions. If residents of particular jurisdictions are to be excluded this will be separately advised.
- An Offer may involve a Bonus Bet or other benefit equal to, or otherwise calculated by reference to the amount of the first deposit made into your Account, or another deposit made by you during a specified period ("Qualifying Deposit"), capped to a certain amount.
- In these circumstances, MintSports will award you a Bonus Bet or Other Benefit referable to the value of the Qualifying Deposit, to the maximum amount or percentage stated in the Offer and otherwise on the General Terms set out in the Offer.
- For example, if the Offer states that you can be awarded a Bonus Bet up to 300% of the Qualifying Deposit, capped to a maximum of \$75, then:
 - if your Qualifying Deposit is \$100 you will be awarded a Bonus Bet of \$75;
 - if your Qualifying Deposit is \$25, you will be awarded a Bonus Bet of \$75; or
 - if your Qualifying Deposit is \$10, you will be awarded a Bonus Bet of \$30

- Once you have made your Qualifying Deposit, the Bonus Bet will be credited to your Betting Account within 24 hours.

4. Protest Payout Generally

- This form of promotion is only available to Eligible Customers and may exclude residents of specified jurisdictions. If residents of particular jurisdictions are to be excluded this will be separately advised.
- This Promotional offer applies:
 - to the first single Win Bet or Win portion of an Each Way bet placed on the relevant race by an Eligible Member on the final field market; and
 - to races where the runner that is first past the post is relegated due to an upheld protest as per official results,
- in these circumstances, MintSports will pay you out as winner up to the prescribed maximum payout per Eligible Member per race.
- Protest Payouts applies only to official protests. There will be no Protest Pay out where:
 - Only applies to races where the runner that is first past the post is relegated due to an upheld protest as per official results. In these circumstances, MintSports will pay you out as a winner up to the prescribed maximum payout per eligible customer per race.
 - to the first single Win Bet or Win portion of an Each Way bet placed on the relevant race by an Eligible Member on the final field market; and
 - to races where the runner that is first past the post is relegated due to an upheld protest as per official results,

in these circumstances, MintSports will pay you out as winner up to the prescribed maximum payout per Eligible Member per race.

- Protest Payouts applies only to official protests. There will be no Protest Payout where:
 - a horse finishes in second or third and falls out a placing as a result of the protest (minor protests); or
 - there is a horse disqualification (including but not limited to incorrect weighing-in).
- Not applicable to Pre-post Bets, Futures Bets and Special Markets (including but not limited to Bonus Bets, Exotic Bets or Multi-Bets). These Bets will be settled based on the final race result. In the event a protest is upheld, any Run 2nd promotions for that race will be void and bonuses not paid.
- Any Protest Payout is limited to the amount of any maximum payout per customer prescribed by MintSports for that race.
- If a customer who is not eligible for a Protest Payout is credited winnings based on interim results, MintSports reserves the right to adjust the account balance upon resettlement of event to reflect the official results. Where resettlement results in a

customer's available balance being negative (i.e., due to withdrawing winnings paid), the amount required to return the available balance to zero is immediately due and payable.

5. Bonus Back Generally

- This Promotional Offer applies when you place an eligible Fixed-Odds Win Racing Bet on a nominated race, and your runner finishes in the advised positions specified for an applicable race. If this occurs, MintSports will return the value of your stake (up to an eligible amount) in Bonus Bets.
- This Promotional Offer is available only:
 - on selected thoroughbred, harness and greyhound races nominated by MintSports in its absolute discretion;
 - on the first Fixed-Odds Win Bet placed by the Member on any nominated race (Eligible Bet);
 - your runner finishes in the advised position specified for the applicable race;
 - with a return in Bonus Bets up to a maximum limit per race as determined by MintSports in its absolute discretion (Bonus Bet Limit).
- MintSports reserves the right to determine which races will be nominated and the amount of the Bonus Bet Limit for the purposes of this Promotional Offer.
- Excludes Tote, Each Way, Multi-bets, Exotics, Bonus Bets, and other markets at MintSports' discretion.
- If a protest is upheld and your selection is regulated to outside the selected positions (i.e. first-second-third, or first-second-third-fourth depending on the size of the field) you will not receive the Promotional Offer. If your horse finishes second and is promoted to first via an upheld protest, bets are also ineligible for the Promotional Offer (however in which case you will be paid as a winner).
- Bonus Bets accrued from this Promotional Offer will be credited to your Account within 24 hours of the completion of the event.
- This Promotional Offer has no effect if the Eligible Bet wins, or if the Eligible Bet is later cancelled or voided in accordance with the Terms.
- If for example, you place two Fixed-Odds Win Bets on the nominated race, your first bet will be considered the Eligible Bet for the purposes of this Promotional Offer. However, if the selection in the first bet is scratched or disqualified before the jump, your second Fixed Odds Win Bet does not automatically become an Eligible Bet for the purpose of this promotion, unless MintSports determines otherwise.

6. MintSports Boosts Generally

- A MintSports 'Boost' allows Customers to place a bet at better odds than they would otherwise receive. A MintSports 'Boost' allows you to instantly increase the value of your bets. Simply add your selection to the bet slip, activate the MintSports 'Boost' button and watch your potential winnings increase. Submit your wager and await the usual confirmation receipt/bet slip.

- A MintSports 'Boost' is available to you at MintSports' absolute discretion. MintSports may offer a MintSports 'Boost' to selected customers, for selected products, markets, pricing or bet types (where indicated). MintSports reserves the right to change, suspend or remove the availability of the MintSports 'Boost' feature at any time. For the avoidance of doubt, a MintSports 'Boost' is subject to all the standard sporting and racing rules (including but not limited to dead heats, deductions, and scratchings).
- A MintSports 'Boost' is only available to Eligible Customers and may exclude residents of specified jurisdictions. If residents of particular jurisdictions are to be excluded this will be separately advised.
- All recreational eligible customers will be issued with a minimum of one (1) MintSports 'Boosts' daily. Your daily allocation of MintSports 'Boosts' will be replenished before 9.30am the next day, or at another later time as advised by MintSports. Any unused MintSports 'Boosts' on a given day will expire.
- The number of MintSports 'Boosts' which may be made available to customers on any given day may vary and will be at the absolute discretion of MintSports, who may wish to offer additional 'one-off' promotions from time to time.
- MintSports 'Boosts' are only available for use on Single Fixed Odds Win Racing and Sports events as designated, along with Single Win Tote Odds Racing wagers at MintSports' discretion.
- The price available to you when you apply your MintSports 'Boost' will be at MintSports' absolute discretion.
- To avoid doubt, MintSports 'Boosts' cannot be used in conjunction with any other promotions offered by MintSports from time to time including Bonus Bets or any bets placed which would qualify members to receive a Bonus, Bonus Bet or a Promotion.
- Bets placed when using a 'Boost' are not considered accepted until you receive a bet confirmation ("MintSports 'Boost' Bet"). However, your MintSports 'Boosts' will be considered to have been used and will not be available for any other bets that day if:
 - your MintSports 'Boost' Bet (or any part of your MintSports 'Boost' Bet) is declined for any reason;
 - an alternative stake and price is offered on your MintSports 'Boost' Bet and you do not accept that offer;
 - you have a screen time out while your MintSports 'Boost' Bet is being processed and before your MintSports 'Boost' Bet is accepted.
- In the event of any failure or malfunction, the bet may be paid at the regular odds providing a confirmation has been received.
- Protest Payout rules apply to MintSports 'Boost' Bets.
- MintSports 'Boosts' are intended for recreational punters. Professional gamblers and Customers deemed by MintSports, in its sole and absolute discretion, to be abusing the spirit of MintSports 'Boosts' will not be eligible for and otherwise excluded from the enhancement. MintSports reserves the right to make MintSports 'Boosts' unavailable to

Customers they consider, in MintSports' sole and absolute discretion, to be abusing MintSports 'Boosts' or other promotions.

- MintSports reserves the right to withhold winnings on this product if it is deemed that the Customer has abused the promotion. This includes, but is not limited to:
 - allowing a third party direct or indirect access to the Customer's MintSports Betting Account;
 - placing MintSports 'Boost' Bets which exceed the value (both in terms of turnover, and quantity of bets placed) of non MintSports 'Boost' wagers; and
 - if it is reasonably believed the Customer has opened more than one MintSports Betting Account to elevate the number of boosts received on a given day.
- MintSports reserves the right to specify a maximum stake for MintSports 'Boost' Bets which may change from time to time. The maximum stake that applies at any given time will be advised to customers via the MintSports betting platform.