

COMPETITION TERMS & CONDITIONS

This competition ('Win a Blockchain Mining Package') will be run by NGS CRYPTO PTY LTD ABN 43 624 825 065 ('The Promoter') of 17/2 Elkhorn Ave, Surfers Paradise QLD 4217 on behalf of NGS GROUP LIMITED.

By submitting an entry to The Competition, entrants' consent to receive promotional and other marketing messages from The Promoter. The Competition is open to Australian residents aged 18+. Entries are limited to one entry per person. The Competition opens **Wednesday, 06/12/2023 at 1:00 PM (AEST)** and closes **Monday, 08/01/2024 at 11:59 PM (AEST)**.

The Competition winner will be drawn **Thursday 11/01/2024 at 11:00 AM AEST ('Draw Date')** at Level 17/2 Elkhorn Ave, Surfers Paradise QLD 4217. The Competition will be a game of chance which will reward 1 contest entrant. The total prize will be valued up to \$3,000 (AUD), in the form of an NGS Crypto blockchain mining subscription package ('The Prize'). The Winner will be notified via email, phone call and published online at <https://ngscrypto.com/> from 11/01/2024 at 2:00 PM AEST, for 28 days.

Terms and Conditions of Entry

Section 1: General Information

The information on how to enter and The Prize form part of the Terms and Conditions of entry. By entering this competition, you agree to accept these Terms and Conditions.

For any inconsistencies between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

The Competition will award The Prize to 1 winner ('The Winner').

The Competition is a game of chance, which will randomly select The Winner.

The Promoter will ensure that all entries have an equal chance of winning The Prize.

Section 2: Open, Close, Draw and Publish Dates

All times noted in these Terms and Conditions are based on the local time of The Promoter (AEST).

The Competition commences on **06/12/2023 at 1:00 PM (AEST)** and closes Monday, **08/01/2024 at 11:59 PM (AEST)** ('Promotion Duration').

The Winner will be drawn **Thursday 11/01/2024 at 11:00 AM AEST** ('Draw Date') at 17/2 Elkhorn Ave, Surfers Paradise QLD 4217 via electronic number generator (random.org).

The Winner will be notified by email and phone call within two business days of the draw date. Their name will also be published from **11/01/2023** via <https://ngscrypto.com/> for 28 days.

The Prize will be transferred to The Winner within 28 days of the Draw Date.

If The Prize is unclaimed by The Winner or won by someone who is not a valid entrant (per Sections 3 & 4), The Promoter will conduct a redraw on 15/01/2024. The redraw will take place at 17/2 Elkhorn Ave, Surfers Paradise QLD 4217 in order to distribute The Prize awarded but unclaimed by this date (subject to State and Territory legislation).

The Winner of any further redraw will be notified via email and phone call within two business days of the draw. Their name will also be published within 2 business days of the draw at <https://ngscrypto.com/> for 28 days. Any prize unclaimed after the redraw prize claim period will be forfeited.

Section 3: Who Can Enter The Competition

Subject to the clauses written below, entry is open to Australian residents who have entered The Competition following the conditions outlined below ('Valid Entrant').

Contest entrants must be aged over 18 years, as of the date of entry.

All employees, and their immediate families, of The Promoter, associated companies, contractors or individuals are **not** permitted to enter this competition. Immediate family includes, but is not limited to spouse, de facto spouse, children, parents, grandparents, uncles, aunts, nieces, nephews, brothers, sisters, or cousins.

Section 4: How To Enter The Competition

In order to qualify as a Valid Entrant, contestants must provide their correct contact details. This includes their full name, email, phone number, state, date of birth, and answers to any other form questions asked on

If an entrant is found to have provided incorrect contact information, they will be disqualified from the draw. Entrants may only enter in their own name.

By submitting an entry into The Competition, all entrants consent to receive promotional and other marketing messages from The Promoter (this includes messages sent electronically for an unlimited period of time). Entrants will have the choice to opt-out of these messages after receiving them by following the instructions given in the message.

Section 5: The Prize On Offer

The Prize is valued at up to \$3,000 AUD in the form of a blockchain mining subscription package through NGS Crypto.

The Winner will receive The Prize via online.

If The Winner fails to provide their delivery address and correct contact details to The Promoter within this period or refuses to provide their information, they will be ineligible for The Prize. In this case, a redraw will take place at the discretion of The promoter (per Section 2, subject to State and Territory legislation).

The Promoter is not liable for any loss of The Prize if the delivery details provided are incorrect, inaccurate, or incomplete.

Once The Prize has been sent to The Winner via registered, tracked post, The Promoter has fulfilled the requirements of The Competition.

Section 6: Further Terms and Conditions

The Promoter reserves the right to request The Winner sign a prize deed of release.

If it is found that an entrant has used a third party (including an online competition site) to enter The Competition, the entry will be deemed invalid. If the entrant was to become The Winner, The Prize must be returned immediately if the entrant awarded it is found to have breached this clause. It is the sole discretion of The Promoter to determine if any entrant has breached this clause. The Promoter reserves the right to request any supporting documentation it deems necessary to confirm if there has been a breach to this clause by an entrant. The Promoter may request documentation, of which an entrant must provide requested documentation. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to manipulate this competition or gain an unfair advantage.

Any entrant found to have entered incorrect contact details, including incorrect email address, name, phone number or other will have their entry invalidated and any claim to The Prize will be invalidated as a result.

If the entrant that is awarded The Prize is found to have breached this clause, the entrant must immediately return The Prize in full to The Promoter. The Promoter has sole discretion to determine if any entrant has breached this clause. The Promoter reserves the right to request any supporting documentation it deems necessary to confirm if there has been a breach to this clause by an entrant.

If The Prize is not available, for whatever reason, the Promoter reserves the right to substitute The Prize for another prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be the substitute prize. The Prize must be taken as stated and no compensation will be payable to The Winner if they are unable to accept The Prize as stated.

The Promoter reserves the right to request The Winner provide any additional relevant documentation that The Promoter deems necessary for proof of age, proof of identity, proof of residency and/or proof of a Valid Entry in order to claim The Prize. The Promoter can determine adequate proof of residency, age, identification, and valid entry at their discretion. In the event that The Winner cannot provide The Promoter with suitable proof, The Winner will forfeit The Prize in whole and no substitute will be offered.

The Promoter reserves the right to conduct a redraw in the event that The Winner, is unable to provide evidence and satisfy these Terms and Conditions or has breached these Terms and Conditions.

Subject to State and Territory legislation, The Promoter's decision in relation to any aspect of The Competition is final and binding on each person who enters The Competition. No responsibility is accepted for entries that are incomplete or misdirected. The Promoter is not required to enter into any further correspondence with the entrant regarding their decision. The Prize is subject to availability, not exchangeable for any other prize type or transferable to any other person (except at the discretion of The Promoter).

Section 7: Privacy Collection Statement

By submitting an entry into this competition entrants' consent to receive any promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited, continuous period of time where appropriate). Entrants will be able to opt-out at any time by simply following the instructions included in each message sent by the Promoter.

The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying any winner).

For the purpose of The Prize fulfilment or assistance with the draw itself, The Promoter may disclose personal information collected to any agents. The Promoter may also disclose personal information collected to any Australian regulatory bodies if required. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <https://ngscrypto.com/privacy-policy/>. You may request access or to update your personal information or lodge a complaint by writing to The Compliance Officer, NGS CRYPTO PTY LTD ABN 43 624 825 065 of 17/2 Elkhorn Ave, Surfers Paradise QLD 4217.

Section 8: Copyright, Statutory Guarantees, Waiver, and Liability

All entries and any copyright within the entries become and remain the property of The Promoter.

In participating in The Competition, The Winner agrees to participate and co-operate as required in any announcements or online media pertaining to The Competition, including but not limited to being interviewed or photographed. The Winner agrees to granting the Promoter a perpetual and non-exclusive licence to use such interview and photographs in all media worldwide, including online social networking sites, and The Winner will not be entitled to any fee for such use.

The Winner is advised to seek independent relevant financial or taxation advice prior to accepting The Prize. Taxation implications may arise from realising The Prize, which will be the sole responsibility of The Winner.

The Promoter (subject to State and Territory legislation) reserves the right to cancel, amend, or suspend this competition if an event beyond the control of the Promoter inhibits fairness, security, or the integrity of The Competition. Such changes may include the timing of any draw, and the timing of the transfer of The Prize.

Any cost associated with accessing the promotional website is the responsibility of the entrant and is dependent on the internet service provider used.

Nothing in these Terms and Conditions limit, exclude, modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').

Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct,

indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.