

Terms & Conditions

Prize Pig provides services connecting you with entities holding competitions that are in need of prizes. We take great care in selecting the offers featured on the Prize Pig' website. These Terms and Conditions set out how we do it all, for you.

This Website is owned and operated by Zoo Corp Pty Ltd (ACN 603 886 488) ("Prize Pig, us, our or we").

1. DEFINITIONS

1.1. In these Terms,

- a) "you" means any person visiting or using the Website;
- b) "Agreement" means the agreement between you and Prize Pig for the provision by you of goods to be used as a prize for a competition offered on the Website, as governed by any registration form, welcome pack or other documentation provided to you by Prize Pig in conjunction with these Terms & Conditions;
- c) "Terms" means any and all of the terms and conditions of use of the Website included in this Agreement or on the Website, including without limitation any privacy policy, or in any other agreement which forms part of the Terms;
- d) "Website" means the website www.prizepig.com.au and its related pages, including any mobile site or mobile or other application that we may offer;

2. USE OF WEBSITE

2.1. Your access to, browsing, contributions to and use of this Website are subject to the following Terms as well as all applicable laws, rules and regulations. By accessing or using this Website you accept and agree to the Terms, which are legally binding.

2.2. If you do not agree to any of these Terms, you must not visit, use or continue to use the Website. We will, from time to time, revise and update the Terms and we will publish all such updates on our Website. All updated Terms become effective immediately upon being published on the Website.

3. CONTENT

3.1. All content and all intellectual property which includes text, images, trade marks (registered or unregistered), graphics, photographs, designs, icons, logos and service marks ("Content") and the selection, arrangement and "look and feel" of all content contained on the Website, is the property of Prize Pig or third parties who have granted

Prize Pig permission to use it on the Website. All Content contained on the Website whether past, present or future and is protected by national and international copyright, design and trade mark and other laws. Your right to use the Content is limited only to the rights expressly set out in the Terms.

3.2. To the extent that you have provided to Prize Pig any text, images, trade marks (registered or unregistered), graphics, photographs, designs, icons, logos or services marks ("Your Content") for use on the Website, you grant to Prize Pig an automatic, irrevocable, royalty-free licence for Prize Pig to use Your Content for the purpose for which it was given and, in our sole discretion, for promotional and marketing purposes.

3.3. You warrant that you have full right, title and interest in and to any Content that you provide to Prize Pig and that the use by us of such intellectual property will not infringe the rights of any third party. You indemnify and will keep indemnified Prize Pig against any claims or loss arising from any breach of your warranty contained in this clause.

4. WEBSITE USE AND ACCOUNT REGISTRATION

4.1. Some of the material on this website may be for mature audiences, and parents and guardians should take responsibility for monitoring their children's use of the Website.

4.2. Children under the age of 18 should not use this Website without parental supervision. If we do find that someone under the age of 18 is accessing the Website, Prize Pig may restrict their access to the Website and may cancel or restrict access to any services to be delivered to the parent or guardian of that child or the owner of the account that has been accessed. Any cancellation or restriction of services as a result of the unsupervised use of this Website by a child will result in the parent or member forfeiting any payments made to Prize Pig and no refund will be available.

4.3. Certain services will only be available after you have registered your details and activated a membership account with us on the Website. To register your details and open an account with us, you will be required to submit your data and personal information. You warrant and agree that all information provided to us is accurate, true and up-to-date in all respects and at all times. You also agree to update your account with any changes to your personal information previously submitted as soon as practicable after such personal information changes.

4.4. Prize Pig reserves the right in its sole discretion to refuse to register any account.

4.5. If you breach any of these Terms, we will be entitled to lock or delete any and all accounts, and not accept any further or future account requests, by the account holder and their associates.

4.6. You must not use another person's account without their express prior permission nor permit anyone to use your subscription or account.

UNAUTHORISED USE

4.7. You are solely responsible for all activity that occurs using your account, and solely responsible to keep your access to it and your passwords secure. Prize Pig does not accept any responsibility for activity or purchases made using your account by unauthorised access of your account.

4.8. If you suspect or become aware of any unauthorised use of your account or that your passwords are no longer secure, you must immediately notify Prize Pig and immediately take all reasonable steps to protect your account.

4.9. When you notify Prize Pig of your account being accessed without your authority or your account or passwords not being secure, we will immediately lock and cancel your account to prevent any further misuse. We will allow you to register a new account only after we are satisfied, in our sole discretion, that you have taken all reasonable steps to ensure that your account and passwords will be kept secure in the future.

4.10. You agree to release and indemnify Prize Pig from any loss or claim arising, whether directly or indirectly, from any unauthorised use of your account.

COMMUNICATIONS

4.11. You acknowledge that when you register and use the Website, you will receive correspondence from Prize Pig, including newsletters, relating to the Website and the business of Prize Pig.

LIMITED LICENCE TO USE

4.12. Prize Pig grants you a revocable limited non-exclusive licence to access, browse, use or contribute to the Website or the Content on your computer or similar device and download and use downloadable Content for personal, private or domestic purposes only or for the sole purpose of offering prizes or otherwise interacting with Prize Pig.

4.13. Except as expressly permitted in these Terms or on the Website, or with Prize Pig's prior written permission, you are expressly prohibited from modifying, copying, downloading, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or otherwise using Content available via this Website for commercial or public purposes, including but not limited to use as meta tags or linking the Website or Content on other pages or sites on the world wide web.

NON-INTERFERENCE

4.14. You must not damage, interfere with or disrupt access to the Website or the Content or engage in any other conduct that will or may restrict or limit any other person from using or accessing the Website or the Content. You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on the use of the Website or the Content within it.

4.15. Prize Pig will hold you liable for any loss, damage or claims arising, directly or indirectly, from your interference with the Website, Content, security or access to the Website or Content or in any other way prevent the usual operation of the Website and its availability to the public.

5. MEMBERSHIP

5.1. Prize Pig may offer its membership services and additional services for purchase by subscription or directly from Prize Pig.

5.2. Our services or programs may be available for purchase via our Website or directly from Prize Pig. You will be subject to all payment obligations and other conditions of membership which will be available on the Website or otherwise notified to you.

5.3. When offering goods as a prize for any competition, you will be required to provide accurate and up-to-date details of goods which may include the size, type, number, colour, brand and value of the prize as required by the specific competition terms.

5.4. By offering goods as a prize, you warrant you are not a legal minor and you are over the age of 18 years and you have full and due capacity and authority to make the offer of the goods.

5.5. Once an offer of goods as a prize for any competition is accepted by the competition holder, you will be bound by all competition terms notified to you or contained in these Terms including delivery requirements and timeframes. If any membership fees, or any other amount(s) owed to Prize Pig, are outstanding at the time of making or acceptance of any offer of goods as a prize, Prize Pig may, in its absolute discretion, revoke or freeze the offer until such payment obligations have been satisfied.

5.6. You and the competition holder are responsible for the negotiation and agreement of the offer and acceptance of goods as a prize for the relevant competition. Once agreement has been reached you are not entitled to withdraw your goods as a prize for the competition.

5.7. If the competition is varied in such a way as to impact your provision of goods as a prize, which may include changing the prize requirements including the number, brand or value of the goods; or the delivery requirements or competition entry conditions (for example the competition becomes available to entrants under the age of 18 years where your prize is only suitable for adults) then you may, in our sole discretion, be entitled to withdraw your offer for that competition. In these circumstances, genuine negotiation should be entered into between you and the competition holder to resolve the issue and Prize Pig must be made aware of the issue.

5.8. If we determine, in our sole discretion, that a competition or a competition holder is not or becomes unsuitable for our business, we may at any time cancel a competition offer and advise you of same. No compensation will be available however we will use reasonable efforts to find a comparable competition for your offered prize.

6. MEMBERSHIP PRICE AND PAYMENTS

6.1. The price of membership is the price specified or referred to on the Website or otherwise notified to you. We may in our sole discretion from time to time update the price and conditions of any membership. All prices are stated and processed in Australian dollars unless otherwise notified on the Website.

6.2. Membership fees are payable monthly in advance unless otherwise notified to you. You may cancel your membership at any time by selecting 'cancel' in your account on the website. Provided your notice of cancellation is received not less than 7 days before your next scheduled membership payment date, no further payments will be due and payable. No refund is available for any portion of your monthly membership fee that applies after receipt of your notice of cancellation.

6.3. If you have agreed to provide any prize for a competition that remains outstanding at the time of cancellation of your membership, you remain liable to provide the prize in accordance with these Terms and any competition terms relating to that prize.

6.4. Before access to a membership program is provided, you must have complied with all membership obligations including payment obligations and provision of required information. We reserve the right to refuse, restrict or remove access to any membership program if you fail to comply with any membership requirements or if any payment is rejected or otherwise unsuccessful.

6.5. If any additional services, which do not form part of your membership, are requested from and provided by Prize Pig, the cost of such additional services may be charged to you in the amount notified to you prior to receipt of the additional services. You are required and agree to make full payment of the fees for such services within 14 days of the services being provided or in advance if requested by us.

6.6. If additional services are to be provided online then full payment for such additional services must be received by Prize Pig before the services will be made available, unless otherwise notified to you by Prize Pig.

6.7. Prize Pig accepts no liability for unauthorised use of any of your payment, credit card or bank account details, including due to fraud, forgery or other similar acts. You agree to release and indemnify Prize Pig against any loss, damage or claim arising, directly or indirectly, from any unauthorised use of your payment details.

6.8. If your monthly membership payment is declined by your card provider, Prize Pig will charge a service fee that is subject to change.

6.9. You give permission for Prize Pig to edit and manage your account and prize details at any time, particularly those on the Porker level. The account manager will manage your account on your behalf and by becoming a Porker member, you approve all prizes and competitions that they commit to as your proxy.

7. YOUR OBLIGATIONS

7.1. If you agree to provide a prize for any competition which has a delivery timeframe, it is your responsibility to ensure the prize is made available to the notified location within the specified timeframe. If you fail to deliver any prize within the specified timeframe this may negatively impact our business and we may, therefore, in our sole discretion restrict or cancel your membership. If your membership is terminated or restricted pursuant to this clause, no compensation or refund of paid membership fees or otherwise will be available. You may be required to pay any costs associated with forfeiting a prize including legal, make-goods and replacement prizes. Prize Pig will deduce the RRP of the unfulfilled prize from your nominated card if the prize is not delivered, and you have not met your requirements within 14 days, in addition to an administration fee.

7.2. If a prize is to be delivered to Prize Pig prior to the completion of a competition you will be notified by us of the location for delivery and the date by which the prize must be received. If you fail to make arrangements for the delivery of the prize to the specified location then Prize Pig may make such arrangements, the cost of which will be your sole responsibility. You indemnify and will keep indemnified Prize Pig against all costs and expenses incurred by us in arranging for the delivery of the prize and must reimburse Prize Pig for all such costs and expenses within 14 days of the delivery of the prize.

7.3. You must ensure that any prize delivered to Prize Pig or directly to the competition holder or competition winner corresponds to the description of the prize including in terms of size, weight, colour, quality and number. If the goods delivered by you or on your behalf do not correspond with the description of the prize you must immediately replace

the delivered goods with goods that correspond with the prize description. If you are unable to deliver goods which correspond with the prize description then you must, at the discretion of Prize Pig, offer an alternative but comparable prize or the monetary value of the prize.

7.4. If, on more than 2 occasions, you deliver goods which do not correspond with your prize description, Prize Pig may, in its sole discretion, remove your prize from any competition and restrict or terminate your membership pursuant to clause 7.1 above. Prize Pig may also impose additional conditions for your prizes including an earlier delivery timeframe to allow for inspection of goods or for delivery of a sample prize prior to approving your prize for any competition.

7.5. You acknowledge that you are solely responsible for complying with all terms, conditions or instructions of any competition as notified to you from time to time by either Prize Pig or the competition holder.

7.6. You acknowledge that you are solely responsible for reading and understanding all instructions for the provision of a prize for any competition and you are solely responsible for complying with such instructions. If you believe the instructions to be unclear you must contact Prize Pig directly prior to offering your prize for the competition for clarification of your obligations.

7.7. You release and indemnify Prize Pig against any loss, damage or claims that may arise as a result, directly or indirectly, of the conduct of yourself or any third party in the provision or receipt of any goods or services or your compliance with the Instructions in respect of any competition or additional services.

8. DELIVERY OF GOODS

8.1. As soon as practicable after your prize is accepted for a competition, we will notify you of such acceptance and the required timeframe for delivery of your prize and the location for delivery. You are solely responsible for the cost of delivery of the prize. The delivery address/s will be provided to you via email and is also available in the Dashboard of the website.

8.2. Depending on the requirements of each competition, Prize Pig may nominate an alternative delivery location. This location will be notified to you when you offer your prize for the competition. If you do not agree to pay for the cost of delivery of your prize to the alternative delivery location then you should not nominate your prize for that competition. Once your prize has been accepted for a competition it is not permitted to be withdrawn and you will be solely responsible for the delivery costs.

8.3. You retain title to and risk in the goods until such time as the goods are offloaded at the delivery location. You must ensure the safe delivery and care of the goods and, if you deem necessary, insure the goods during transit.

9. PERSONAL INFORMATION

9.1. Prize Pig may collect your personal information for the purpose of delivering the services or the membership programs and will hold and use your personal information in accordance with its privacy policy.

9.2. You agree that Prize Pig may disclose your personal information to third party suppliers if such disclosure is necessary for the delivery of the services to you.

10. THIRD PARTY SITES

10.1. Prize Pig selects third party partners and associates with care and with our customers' needs in mind. We aim to connect you with reputable third parties that can deliver quality competitions and offers for your products or services.

10.2. The Website may contain links to third party websites or content (Third Party Content). Prize Pig does not monitor, review or update, and does not have any control over, Third Party Content. Unless expressly stated otherwise, Prize Pig does not endorse or adopt Third Party Content and makes no representation, warranty or guarantee as to accuracy, completeness, timeliness or reliability of Third Party Content or the safety of any third party website.

10.3. If you use the links contained on our Website to access Third Party Content you do so entirely at your own risk and liability. In addition, without limiting any other part of the Terms, reference to any products, services, processes or other information by name, trade mark, manufacturer, supplier or otherwise on or via the Website does not constitute or imply any endorsement, sponsorship or recommendation by Prize Pig.

11. NO WARRANTIES

11.1. The Website and Content are provided "as is" without warranty of any kind, express or implied. Except to the extent required by the law, Prize Pig does not make any representations or warranties as to the Website, including but not limited to, warranties of merchantability and fitness for a particular purpose, title, non-infringement, security, informational content, system integration or accuracy and the express warranty of quiet enjoyment or as to the accuracy or suitability of information, descriptions, guidelines and images on the Website including colour, design and texture samples, descriptions of any materials or products, services, offers, merchants or any other information shown on the Website.

11.2. Prize Pig does not represent or warrant that the Website or its server(s), applications or functionalities are free of viruses or other harmful components, and you bear the entire risk of losses or damages that you may incur or suffer as a result of any use of or visit to this Website. Prize Pig does not guarantee continuous, uninterrupted, error-free or secure access to the Website or its services, since the operation of the Website may be interfered with by numerous factors outside of Prize Pig' control.

12. LIMITATION OF LIABILITY

12.1. Except to the extent required by the law or as expressly set out in the Terms, Prize Pig specifically disclaims all or any liability arising from your access to or use of the Website and Content, making any Order or purchasing any services or program, and in no event will Prize Pig, its subsidiaries, affiliates, officers, directors, shareholders, employees or agents be liable for any loss or damage of any kind, including indirect, incidental, consequential, punitive, or special damages or any loss of use, loss of profits or loss of data, whether in an action in contract, tort, strict liability or otherwise (including but not limited to negligence), arising out of or in any way connected with those matters (even if Prize Pig has been advised of the possibility of such damages).

12.2. Prize Pig is not responsible nor liable for the actions of any competition holder in respect of any agreement reached between you and competition holder and any matter

arising from the conduct of the competition. You indemnify and will keep indemnified Prize Pig against any loss, damage or claim arising from the behaviour or conduct of a competition holder with respect to your prize or in general.

12.3. In any event, Prize Pig's total liability to you for damages, losses, and causes of action (whether in contract or tort (including, but not limited to, negligence) or otherwise) will not exceed the amount paid by you, if any, for accessing the Website or purchasing any membership or additional services.

12.4. Prize Pig's liability for breach of any condition or warranty implied by legislation is, at Prize Pig's option, limited to supplying services again or payment of the cost of having services supplied again.

12.5. Without limiting the above, you acknowledge that Prize Pig accepts no responsibility or any liability for any prize offer made by you, and you acknowledge that competition instructions are to be strictly observed and followed at your own risk. Prize Pig does not accept any responsibility or liability for any information or errors contained in any competition information or instructions provided by any third party or in any prize information provided by you, or arising from the delivery of the goods, including your failure to do all things necessary to ensure the competition, prize and delivery of the goods is appropriate, suitable and safe in all the circumstances.

12.6. You release and forever discharge Prize Pig, its officers, employees and agents from all and any loss, damage or liability (including indirect, special or consequential) excluded under these Terms, including from any third party claim, except to the extent that any legislation applies and cannot be lawfully excluded.

13. INDEMNIFICATION

13.1. You indemnify and will keep indemnified, Prize Pig and its subsidiaries, affiliates, officers, directors, agents, shareholders, employees or agents and will hold us harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of the Terms, or your violation of any law or the rights of any party. You also indemnify and will keep indemnified Prize Pig from any and all damage you may cause Prize Pig, its business, or the Website due to your interaction with the Website including without limitation your contributions, if any to the Website.

13.2. You indemnify and will keep indemnified and hold harmless Prize Pig, its officers, employees and agents against any loss or damage of any kind that is either excluded under the Terms, including from any third party claim, for any property or injury to or death of any person, or caused as a result in any way by a breach by you of the Terms, any negligent act or omission or wilful misconduct of yours or any claim, suit or action brought against Prize Pig as a result of your membership, your offer of goods as a prize in respect of any competition, delivery of goods and anything associated with your offer and provision of goods pursuant to these Terms.

13.3. This Clause contains continuing separate obligations and it survives termination.

14. TERMINATION

14.1. Prize Pig reserves the right, without notice and in its sole discretion, to restrict or terminate your ability to use the Website, and to limit, block or prevent access to and use of this Website, including access to and use of your membership account or offers, without

any liability to you. Failure by you to abide by the Terms revokes your authorisation to use the Website and its services, including any licence granted.

14.2. Prize Pig reserves its right to refuse service, terminate a prize offer or competition or change or remove the Website or Content at its sole discretion and will not be liable for any damages, loss or expenses of any kind, including indirect or consequential loss or damage, suffered or incurred by you in any way (including due to negligence) as a result of refusal, termination, change or removal, or in connection with your reliance on the Order in any way, other than a refund that is expressly permitted under the Terms.

15. INTELLECTUAL PROPERTY

15.1. You acknowledge that Prize Pig is the owner or licensee of all intellectual property rights in the Website and all works and designs therein and nothing in these Terms grants or gives you any intellectual property rights in the Website, works or designs, which to avoid doubt are absolutely assigned to Prize Pig.

15.2. You acknowledge and agree that all information and materials provided to you in the delivery of our services or membership programs are the sole property of Prize Pig. You are not permitted to use, distribute or in any manner share any materials or information received by you from Prize Pig or any other party in the delivery of services or programs to you.

15.3. Upon contributing or providing content of any kind to the Website, including via third party sites such as Facebook or Twitter, you immediately grant Prize Pig a licence to use it for the purpose for which it was given and for our reasonable promotional or marketing purposes relating to the Website and you acknowledge that this clause is sufficient to give effect to the licence. You acknowledge that any contribution you make to the Website or via other sites, does not in any way give you a right, title or interest in the Content or the Website and you warrant to Prize Pig you have all necessary rights, including copyright, in the content you are contributing and have not granted any rights inconsistent with any rights granted under these Terms. You warrant that any content contributed by you is not unlawful, defamatory, false or misleading, in violation of laws including privacy, harassment or discrimination, infringing rights, abusive, offensive, obscene or inappropriate, including by being vexatious, provocative, an endorsement or a solicitation and there is currently no claim or dispute with any party about any ownership or use of it.

15.4. All material published on the Website may, at Prize Pig' sole discretion, be edited, removed or republished for any reason whatsoever.

16. PRIZE PIG COMPETITIONS

16.1. The following terms along with any competition information on the Website, including how to enter and prize details apply to entry to any Prize Pig Competition (Competition) and by entering a Competition, you agree to be bound by them. The promoter of any Competition is Prize Pig unless stated otherwise (Promoter).

16.2. The Competition details will specify any restrictions to entry and, unless otherwise stated, the employees or directors, and their immediate families of the Promoter and its suppliers, agencies or other entities associated with the Competition are ineligible to enter. If stated on the Website, entrants must be over 18 years of age or comply with any other requirements or limitations on entry. To enter you must comply with entry requirements on the Website.

17. UPDATES AND REVISIONS

17.1. We may revise and update these Terms from time to time and will publish the updated Terms on our Website. You acknowledge and agree that you are bound by these Terms as published from time to time including updated and revised Terms. Prize Pig recommends that you periodically visit this page to review and familiarise yourself with all Terms and review the Website generally to familiarize yourself with updates or revisions. We are not obliged to notify you prior to any changes to the Website or Terms, it is your responsibility to check the Website and Terms from time to time.

18. OTHER POLICIES

18.1. Prize Pig policies as published on the Website form part of these Terms and governs the use of the Website, including our Privacy Policy which governs our practices for the collection, use and disclosure of your personal information. By agreeing to the Terms you are also agreeing to the Privacy Policy.

19. GENERAL

19.1. Unless otherwise expressly stated, these Terms prevail over any representation made on the Website or by Prize Pig' staff and personnel.

19.2. If either party fails to do anything it is entitled to under these Terms that does not amount to a waiver of that right. Any waiver or variation must be in writing.

19.3. If any clause or part of a clause is illegal or unenforceable, it is to be treated as removed, but the rest of this document is not affected. Any references to a party include their agents, officers, employees or assigns. These Terms are interpreted under and governed by laws and jurisdiction of the courts of New South Wales.

19.4. These Terms are an original work protected by copyright and cannot be copied or reproduced without permission in accordance with any applicable copyright laws.