

QUBIX COMPETITION TERMS AND CONDITIONS

This document sets out the terms and conditions that govern the draw to win one [1] of 27 prizes from a pool totaling \$5000, the different prizes have been broken down and explained in clause 7 (a) (the **Competition**) run by Qubix Money Pty Ltd CAN 643 971 439 (**Qubix**). By entering the Competition, you agree to be bound to these terms and conditions.

1 APPLICABILITY

- (a) Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

2 COMPETITION PERIOD

- (a) The Competition will commence on 14 of December 2021 (**Commencement date**) at **9:00AM AEST** and ends on the 23rd of December 2021 (**End Date**) at **11:59pm Australian Eastern Standard Time (Competition Period)**.

3 ELIGIBLE ENTRANTS

- (a) Entry is open to any person that:
 - (i) has registered a profile on Qubix (the **Platform**):
 - (ii) is an Australian resident residing in any Australian state or territory, excluding the Australian Capital of Canberra; and
 - (iii) is over 18 years of age.
- (b) Each person that complies with clause (a) above will be an '**Eligible Entrant**' for the purposes of these terms and conditions.
- (c) Each Eligible Entrant must read and agree to the terms and conditions and privacy policy of the Platform, available here: <https://www.qubixmoney.com/privacy-policy.html>
- (d) The maximum number of entries permitted per each Eligible Entrant is one entry [1] [**For the duration of the competition**]

4 COSTS

Eligible Entrants are responsible for all expenses to submit an entry, including any costs set out below.

5 HOW TO ENTER

- (a) Eligible Entrants may enter the Competition by:
 - (i) setting up a valid investment plan to the value of a minimum of a \$9 recurring purchase with Qubix; or
 - (ii) making a one-off purchase to the minimum value of \$20 of any individual cryptocurrency within seven days of setting up a valid investment plan.
- (b) By setting up an investment plan and/or purchasing an individual cryptocurrency for the purposes of this Competition, the Eligible Entrant will be entitled to the same benefits as all other users on the Platform, and will be bound by the terms and conditions on the Platform.
- (c) Once the Eligible Entrant has completed all steps in clause 5(a), their entry will be deemed received and accepted by Qubix as a valid entry. Once an entry has been accepted, no changes to or withdrawal of the entry will be permitted.

6 DRAW

- (a) The Competition will be run for the Competition Period, and a draw will be run on or after the End Date, where via completely random means, one of the Eligible Entrants will be selected as the winner (**Winner**).
- (b) All of the winners will be draw on the same date which will be the 24th of December 2021

7 PRIZE

- (a) The prizes that will be given to twenty seven [27] winners who are eligible to win one [1] of the following;

Prize	Value
One [1] PS5	\$750 RRP
One [1] of three [3] Gift Cards	\$500 Each
One [1] of three [3] Gift Cards	\$250 Each
One [1] of three [20] Gift Cards	\$100 Each

- (b) The total prize pool is \$5000.
- (c) The Prize will be transferred to the Winner’s wallet on the Platform directly.
- (d) All taxes and local government fees (excluding GST) that may be payable as a consequence of receiving the Prize are the sole responsibility of the winners.
- (e) Qubix is not liable for any loss or damage (even if caused by negligence) as a result of any winner accepting and/or using the Prize, except for any liability which cannot be excluded by law.

8 ANNOUNCEMENT OF WINNERS

- (a) Once the competition has ended (**End date**). Qubix Money will publish the
- (b) The Winner will also be notified via direct Instagram message from the Qubix Instagram profile within 48 hours of the draw.

9 CONTACT WITH WINNERS

- (a) Qubix will use their best endeavours to contact the Winner of a Prize using the contact details provided in the Winner’s Qubix and Instagram profiles. However, Qubix will not be liable for the winners’ failure to receive a notification of winning if they do not see the published announcement on Qubix’s Instagram profile, their Instagram security settings caused the notification to enter the message request folder, or if they have not updated their contact details to receive the notification.
- (b) If the Winner does not respond to Qubix’s written notification on claiming the prize, including Qubix’s request that the Winner specify their preferred method of receipt and confirm their bank account, Qubix will transfer the Prize to the bank account stored on the Winner’s Platform profile.

10 PRIZE SUBSTITUTION

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

11 USE OF ELIGIBLE ENTRANTS’ PERSONAL INFORMATION

- (a) Personal information including Eligible Entrants’ names, addresses, telephone numbers, emails and nominated bank account details will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and Qubix’s agents or third-party service providers, for the purposes of conducting the Competition or for promotional and marketing purposes, including on social media (**Purpose**).

- (b) By entering this Competition, the Eligible Entrants consent to the use of their personal information for the Purpose, and that Qubix may contact them for future marketing and material purposes without payment. Eligible Entrants agree that Qubix may use this information for that purpose and disclose it to other organisations or persons, including overseas service providers that may use it in any media for the Purpose.
- (c) Qubix may contact the Eligible Entrants to participate in publicity, photography and any other promotional activity as Qubix reasonably require without any compensation.
- (d) Eligible Entrants may access, change and/or update their personal information by emailing Qubix Money at support@qubixmoney.com. A copy of Qubix's Privacy Policy is available at <https://www.qubixmoney.com/privacy-policy.html>. The Privacy Policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

12 GENERAL CONDITIONS

- (a) Qubix's judging criteria and decision to award any prize to a particular entry is final and binding and no correspondence will be entered into in relation to any disputes associated with Qubix's decisions.
- (b) Qubix accept no responsibility for late, lost or misdirected entries or other communications.
- (c) Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify Qubix. A request to access or modify any information provided as part of the redemption of a prize should be directed to Qubix.
- (d) Qubix may at their absolute discretion request verification of any personal information of Eligible Entrants provided for the purposes of the Competition and arranging a prize, including but not limited to bank account details and passport information.
- (e) Qubix reserve the right to disqualify any individual who breaches these terms and conditions, submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the fair and proper conduct of this Competition. Failure by Qubix to enforce any of its rights does not constitute a waiver of those rights.
- (f) By entering this Competition, Eligible Entrants acknowledge and agree that these terms and conditions, the Competition and the consequences of receiving a prize may be subject to the terms and conditions of third-party service providers such as social media platforms and financial institutions (**Third Party Terms**). Qubix will not be liable for any damage or loss suffered by the Eligible Entrants in connection with such Third Party Terms.
- (g) Participants in the Competition may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by Qubix. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the maximum extent that it is permitted to do so by law, Qubix (including its officers, employees and agents) exclude all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, incidental, special or consequential, arising in any way out of the Competition, including, without limitation:
 - (i) any technical difficulties or equipment malfunction (whether or not under Qubix's control);
 - (ii) any theft, unauthorised access or third party interference;
 - (iii) any entry that is late, lost, altered, damaged or misdirected (whether or not after the receipt by Qubix) due to any reason beyond the reasonable control of Qubix;
 - (iv) any tax implications and/or;
 - (v) the prizes or use of the prizes.

- (h) Eligible Entrants and winners of the Competition agree at all times to indemnify and hold harmless Qubix and its officers, employees and agents (“**those indemnified**”) from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused by the Eligible Entrants and/or winners or their officers’, employees’ or agents’:
 - (i) breach of any term of these terms and conditions; or
 - (ii) negligent, fraudulent or criminal act or omission.
- (i) Qubix will not liable for performance delays nor for non-performance due to causes beyond their reasonable control. If the Competition is not capable of running as planned, Qubix reserve the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, or amend these terms and conditions, unless to do so would be prohibited by law.
- (j) These terms and conditions are governed by the laws applying in New South Wales.