

## TERMS AND CONDITIONS OF USE

### 1. Introduction

- 1.1. These terms and conditions (**Terms**) govern all use of the 'Likely Sports' Website (**Service**) and any related in-website services or content (**Content**). By registering, or using the website you agree to be bound by these Terms. If you do not agree to these Terms you must not register or use the Website, or must otherwise discontinue all use of the Website.
- 1.2. Wookey Capital Pty Ltd (ABN 48 004 903 262) (**Likely Sports, us, we, our**) grants you a revocable, nonexclusive, nontransferable, non-sublicensable, limited license to download, install and use the Website solely for your personal, noncommercial purposes strictly in accordance with these Terms (**Licence**).
- 1.3. You acknowledge that the Licence granted under these Terms provides no assignment or transfer of ownership of any intellectual property in the Website or in any Content.

### 2. Responsible use

- 2.1. Without limitation to clause 6, although the Website does not offer any gambling or betting capabilities, it may provide links to third party websites or applications which do (**Betting Site**). Should you choose to gamble using a Betting Site, you do so on the terms provided by the Betting Site. You acknowledge that Likely Sports does not endorse, represent, or act for any Betting Site. You further acknowledge that gambling (or gambling on particular events) may be illegal in jurisdiction in which you reside and that you are responsible for determining the legality of any betting activities made, for example, pursuant to accessing a Betting Site.
- 2.2. Content provided through the Website, including notifications, is not intended to amount to advice or recommendations and is provided for entertainment purposes only. It should not be relied upon to, for example, place bets/wagers with any Betting Site, which you acknowledge are made at your own risk and discretion. You further acknowledge that sporting events are by their nature inherently unpredictable and information provided through the Website does not represent any guarantee that a particular result will, or will not, occur.
- 2.3. Information or data accessed by you via the Website is for your personal use only and the distribution or commercial exploitation of such information or data is strictly prohibited.

### 3. Prohibited activities

- 3.1. Without limitation to clause 2.3, You must not:
  - (a) reproduce, duplicate, copy or otherwise exploit the Website or any Content for a commercial purpose; or

- (b) edit, modify, or redistribute the Website or any Content (in which case clause 3.3 will apply);
  - (c) frame the Website or any Content or otherwise incorporate the same into another application or website; or
  - (d) without limitation to clause 2.1(a), use the Website or any Content for the purposes of reverse-engineering or for assessment with the intent of creating a product in competition with the Website.
- 3.2. Further to clause 3.1, You must not use the Website in any way that:
- (a) causes, or may cause:
    - (i) damage to the Website, including via the introduction of viruses, Trojans, worms, logic bombs or other malicious material; or
    - (ii) impairment of the availability or accessibility of the Website, such as via any form of denial-of-service activity;
  - (b) is in our opinion: unlawful, illegal, fraudulent, harmful, discriminatory, dishonest, or inappropriate; or
  - (c) involves any systematic or automated collection of information or data contained within the Website, its Content, or its source code (such as 'screen scraping').
- 3.3. If, despite clause 3.1(b), you create any modifications, enhancements, adaptations or extensions to the Website or any Content (**Improvements**) then such Improvements shall vest upon creation in Likely Sports and you agree to all things necessary, including the signing of documents, to perfect Likely Sports ownership of the Improvements pursuant to this clause 2.2.

#### **4. Changes to App**

- 4.1. We may change or update the Content and functionality of the Website without prior notice. If you are dissatisfied with any changes to the Website or the Content you should discontinue use of the Website.

#### **5. Exclusion of warranties**

- 5.1. The Website is provided "as is" without any warranties, conditions, undertakings or representations, express or implied, statutory or otherwise. To the maximum extent allowed by law, Likely Sports excludes all implied terms, conditions and warranties (including any of merchantability, satisfactory quality and fitness for any purpose) and Likely Sports does not, for example, warrant that:
- (a) the Website and any Content will not infringe any third party's intellectual property rights;

- (b) the operation of the Website will be error free or uninterrupted; or
  - (c) the Website is virus-free.
- 5.2. Without limitation to clause 5.1, while Likely Sports endeavours to ensure that Content provided on the Website is accurate, Likely Sports does not warrant the accuracy or completeness of the Content or the Website. Content may, for example, contain typographical errors or other inaccuracies, or information that is out of date. Likely Sports is under no obligation to correct or update such material. The Content is provided “as is”, without any conditions, warranties or other terms of any kind.
- 5.3. Likely Sports shall not be liable for any of the following (whether incurred directly or indirectly through use of the Website):
- (a) losses obtained through gambling;
  - (b) loss of profits;
  - (c) loss of business;
  - (d) loss of revenue;
  - (e) loss of opportunity;
  - (f) loss of data;
  - (g) loss of goodwill or reputation; or
  - (h) any special, indirect or consequential losses.
- 5.4. While Likely Sports tries to ensure that the Website remains always available for use, Likely Sports will not be liable if for any reason the Website is unavailable for any period.
- 5.5. Likely Sports will not be responsible for any damage to, or loss of data from any device that the Website is used on, and will also not be responsible for any call, data or other charges incurred while using the Website.

## **6. Links to third-party applications, websites and resources**

The Website may contain links to third-party applications, websites or resources; these links are provided for your information only. Likely Sports has no control over the content of these sites or resources, and accepts no liability for them or for any loss or damage that may arise from your use of them. The inclusion of a link to a third-party application or website does not constitute an endorsement of that third party’s website, product or services (if applicable).

## **7. Privacy**

We will comply with all applicable laws in respect of the personal information you provide to us (including, in Australia, the *Privacy Act 1988* (Cth)). Your personal information is

processed in accordance with our Privacy Policy, a copy of which is available from the following link.

## **8. Assignment**

Likely Sports may assign, transfer, charge, sub-license or deal in any other manner with these Terms, or sub-contract any of its rights and obligations under these Terms.

## **9. Indemnity**

You hereby indemnify Likely Sports and undertake to keep Likely Sports indemnified against any losses, damages, costs, liabilities and expenses incurred or suffered by Likely Sports arising out of any negligent act, misconduct, or breach by you of any breach by you of these Terms.

## **10. Variation**

We reserve the right to amend these terms and conditions from time-to-time. Amended terms and conditions will apply to the use of the Website from the date of the publication. Please check this page regularly to ensure you are familiar with the current version.

## **11. Assignment**

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without obtaining your consent.

## **12. Severability**

If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue to be in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue to be in effect.

## **13. Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of Victoria, Australia, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of Victoria and their courts of appeal.

## **14. Termination or suspension of access**

We may terminate or suspend the Licence and your access to the Website if, in our sole opinion, you have breached any term, condition or warranty of these Terms.

## **15. Waiver**

Any failure or delay by Likely Sports to compel performance by you under any term or condition of these Terms will not constitute a waiver of that term or condition, nor will it

affect or impair our rights under that term or condition at a later time or in respect of any subsequent breach.