

## Terms and Conditions

## Axi x Man City Competition ("Competition")

- The promoter of this Competition is AxiCorp Financial Services Pty Ltd ACN: 127 606 348 ("Axi") an Australian incorporated company registered with the Australian Securities and Investments Commission, whose registered office is situated at Level 5, 126 Phillip Street, Sydney, New South Wales, Australia, ("Promoter"). To contact the Promoter, please email service@axi.com
- 2. The partner in this Competition is Manchester City Football Club Limited ("**Man City**"), Etihad Stadium, Etihad Campus, Manchester, M11 3FF, incorporated in the United Kingdom with company number 00040946.
- 3. This Competition commences at 10:00 Greenwich Mean Time ("**GMT**") on 5 May 2022 and ends at 12:00 GMT on 5 June 2022 ("**Competition Period**").
- 4. Information on how to enter forms part of these terms and conditions ("**Terms**"). Participation in this Competition is deemed acceptance of these Terms.
- 5. This Competition is open to all entrants who:
  - are 18 years of age or over;
  - comply with these Terms;
  - are not residents of the European Union, the United States of America, Japan, Brazil, and the province of Quebec in Canada; and
  - are not directors, management, employees, or agents of the Promoter or its related entities (or immediate family members of such persons) ("Eligible Entrant").
- 6. To enter the Competition, an Eligible Entrant must, during the Competition Period:
  - click on the link to the Competition landing page via: Facebook, Instagram, Twitter, LinkedIn, Telegram or WeChat (each a "Social Media Platform"); or
  - click on the Axi display banner on the "Man City Cityzen Portal" website available via <u>https://cityzens.mancity.com/home</u>; and:
    - a) on the Competition landing page, answer the following 2 questions included in the Axi quiz (as per table 1 Quiz Questions); and



b) include your full name and email address and submit your entry.

## **Table 1 Quiz Questions**

Q1 1. What is a 'spread'?	Q2
<ul> <li>a. Something you put on toast</li> <li>b. The difference between the bid and ask trade price</li> <li>c. A defensive tactic in football</li> </ul>	<ol> <li>In 50 words or less, what has been your favourite Man City goal of the 2021- 2022 season so far? And why?</li> </ol>

- 7. An Eligible Entrant who completes all the steps outlined in Clause 6 above will receive one entry into the Competition ("**Entry**"). Responses must be in English.
- 8. Multiple entries are permitted for each Eligible Entrant and all valid entries will be included in the draw.
- 9. The Promoter, its agents, affiliates or representatives will not be liable for any late or misdirected Entries.
- 10. The Promoter reserves the right, at its sole and absolute discretion, to deem an irregular, incomprehensible and incomplete Entry or any Entries that do not comply with these Terms, as invalid ("**Invalid Entries**").
- 11. Judging will take place at 15.00 GMT on 6 June 2022 ("**Selection Date**"). Each valid Entry will be individually judged based on the accuracy and originality of the Entry in response to the Competition questions, as determined by the judges of the Competition.
- 12. The best entry as determined by the judges in their absolute discretion will win the Prizes listed in Clause 15 below.
- 13. The Promoter reserves the right to select additional reserve entries that it determines to be the next best, and record them in order of merit, in case of an Invalid Entry or ineligible entrant.
- 14. This is a game of skill and chance plays no part in determining the winner.
- 15. Prizes:



- 1x Eligible Entrant will win 1x pair of Puma football boots signed by former Manchester City player Joleon Lescott (valued at £300 for) ("First Prize");
- 3x Eligible Entrants will win a premium merchandise bag (1 x draw string bag, 1x football, 1x Man City jersey, 1x notebook and 1x pen (each valued at £40) ("Second Prize"); or
- 16. The Prize (or any part thereof) is not transferable and is not redeemable for cash.
- 17. In the event that a Prize (or any part of a Prize) becomes unavailable for reasons beyond the Promoter's control including the Covid 19 pandemic, the Promoter may substitute a Prize (or the relevant part of a Prize) with a prize of equal or greater value.
- 18. Prize winners ("Prize Winners") will be contacted between 15:00 GMT on 7 June 2022 and 17:00 GMT on 8 June 2022 via the email address provided when submitting their entry on how to redeem their Prize. If the Prize Winner cannot be contacted or does not claim the prize within 14 days of notification, the Promoter reserves the right to withdraw the prize from the Prize Winner and pick a replacement winner.
- 19. The names of Prize Winners will be published at 12:00 GMT on 10 June 2022 on the Social Media Channels deployed for the Competition.
- 20. Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to the Promoter.
- 21. The Promoter reserves the right to request verification of Eligible Entrants and of the age, identity and residential address of Prize Winners and any recipients of the Prize and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoter; whose decision is final.
- 22. Personal information including the Eligible Entrant's name and address will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third-party service providers, for the purpose of conducting the Competition, or for promotional and marketing purposes (including for direct marketing) ("**Purpose**").
- 23. By entering this Competition, Eligible Entrants consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the



Promoter 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.

- 24. All personal information collected will be collected and held in accordance with Australia's data protection legislation and Axi's privacy policy at www.axi.com.
- 25. This Competition is only open to Eligible Entrants who act, at all times, in good faith, sincerely, and without fraud. Any entrant or entry that the Promoter suspects, in its discretion, to be in breach of these Terms or attempting to gain an unfair advantage over other entrants (e.g. by using technology) will not be eligible for a Prize.
- 26. An Eligible Entrant's entry must not include:
  - a. any content that contravenes any law; or
  - b. any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
- 27. If applicable, an Eligible Entrant warrants that the contents and materials submitted as part of the entry are original works, and do not infringe any rights (including intellectual property rights) of any third party. An Eligible Entrant agrees to indemnify the Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of warranty set out in this Clause 29.
- 28. By entering this Competition, Eligible Entrants grant the Promoter and the Partner a nonexclusive licence to use the content of their entry, or any part of the content of the entry, in any way the Promoter and Partner wish in all media for the purposes of the Promoter's and Partner's business on their websites, social media or in any marketing campaign, without payment to the Eligible Entrant of royalties or compensation. If requested by the Promoter, Eligible Entrants agree to sign any further documentation required by the Promoter to give effect to this Clause 30.
- 29. The following terms apply to the extent that the Competition is conducted on, advertised or promoted on a social media platform or website owned by a third party ("**Platform Operator**"): a) each entrant acknowledges and agrees that the Competition is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator; (b) each entrant acknowledges that the Platform Operator does not bear any responsibility for the Competition; c) each entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Competition; d) to the extent relevant to the Competition, the Promoter agrees and each entrant must agree to adhere to the prevailing terms and conditions of each Platform Operator; e) entrants understand



that they are providing their information to the Promoter and not to the Platform Operator; f) entrants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator; and g) any questions, comments or complaints about the Competition must be directed to the Promoter not the Platform Operator.

## General:

- a. The Promoter reserves the right to cancel or change the rules of the Competition at any time throughout the Competition Period without notice.
- b. The decisions of the Promoter are final. No correspondence will be entered into.
- c. The Promoter reserves the right at any time to disqualify any entrant who submits an Entry that is not in accordance with these Terms or who tampers with the entry process.
- d. Failure by the Promoter to enforce any of their rights does not constitute a waiver of those rights.
- e. The Prizes (or any part thereof) are not transferable or redeemable for cash.
- f. Entry to the Competition is free, but entrants are responsible for any costs imposed by their internet service or other technology providers.
- g. The Promoter may prohibit any person's participation in this Competition, cancel or suspend the Prize (or part thereof) if the Promoter considers that the entrant has behaved in a way which may diminish its name or reputation, is in bad faith, is designed to gain an unfair advantage, is fraudulent, is otherwise contrary to law or these Terms, or is otherwise inappropriate.
- h. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the Promoter's control, including but not limited to an epidemic or pandemic such as COVID-19 and the impact thereof, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, to the fullest extent permitted by law and subject to any law or written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition.
- i. To the fullest extent permitted by law, the Promoter will not be liable for any loss or damage an entrant or winner suffers as a result of participating in this Competition (including the Prize).



- j. By entering this Competition an entrant accepts that the Competition is not an inducement to place any trades whatsoever. Entrants accepting the Terms of this Competition should make their own assessment about the suitability of trading in any of Axi's products.
- k. The Competition and these terms and conditions will be governed by the laws of New South Wales and any disputes will be subject to the exclusive jurisdiction of the courts of New South Wales.
- I. If Axi subsequently discovers that the individual is in fact not eligible to participate in the Competition, Axi may at its discretion reverse Competition prize. No individual shall be entitled to any payment or compensation from Axi, should any Competition prize be forfeited or reclaimed.

Axi is a registered business name of AxiCorp Financial Services Pty Ltd (ACN 127 606 348). Axi holds an Australian Financial Services Licence (AFSL number 318232) and is regulated by the Australian Securities & Investments Commission (ASIC). You could lose substantially more than your initial investment. When acquiring our derivative products you have no entitlement, right or obligation to the underlying financial asset. Axi is not a financial adviser and all services are provided on an execution only basis. Axi is authorised to provide general advice only and information is of a general nature only and does not take into account your financial objectives, personal circumstances. Axi recommends that you seek independent personal financial advice. A Product Disclosure Statement (PDS) for our financial products and our Financial Services Guide (FSG) are available at www.axi.com or can be obtained free of charge by calling Axi on 1300 888 936 (+61 2 9965 5830). The PDS and FSG are important documents and should be reviewed prior to opening an account with Axi and deciding whether to acquire, hold or dispose of Axi's financial products or services.