# WorldFirst Event Prize Draw Promotion Terms and Conditions

These terms and conditions (these "**Terms and Conditions**") govern the Promotion (as defined below). By participating in the Promotion, each Participant (as defined below) accepts these Terms and Conditions and agrees to comply with them.

# 1. Definitions and Interpretation

In these Terms and Conditions, the following words and expressions shall have the following meanings:

- 1.1 "China Magic event" means the twelve (12) days China Magic sourcing trip organized by Titan Investment Group Holdings LLC, its subsidiaries and/or affiliates. For more information, please see <a href="https://www.chinamagictrip.com/info">https://www.chinamagictrip.com/info</a>;
- 1.2 "Event" means the International Edge: Strategies for Global Business Success event held on 1 August 2024 at the Grand Ballroom, Hyatt Regency, 161 Sussex Street, Sydney 2000, hosted by WorldFirst (as amended or rearranged);
- 1.3 "Promotion" shall have the meaning given to such term in clause 2;
- 1.4 "Promotion Period" shall have the meaning given to such term in clause 3;
- 1.5 "**Promotion Privacy Notice**" means the WorldFirst Event Prize Draw Promotion Privacy Notice issued by WorldFirst in connection with the Promotion;
- 1.6 "Reward Criteria" shall have the meaning given to such term in clause 4.1;
- 1.7 "**Ticket**" shall have the meaning given to such term in clause 4.1;
- 1.8 "Ticket Winner" shall have the meaning given to such term in clause 5.7;
- 1.9 "WorldFirst" means World First Pty Ltd;
- 1.10 "World Account" means the WorldFirst World Account, as provided by WorldFirst; and
- 1.11 "World Account Terms" means the prevailing terms and conditions, including the relevant privacy policy, governing the World Account service provided by WorldFirst.

## 2. Description of the Promotion

The organizer of the Promotion (as defined below) is WorldFirst (Australian Business Number 42 132 368 971, having its registered office at Level 17, 55 Clarence Street, Sydney, NSW 2000, Australia).

During the Promotion Period, two (2) attendees of the Event (a "Participant") that satisfies the Reward Criteria may be eligible to win a Ticket to the China Magic Event each, subject to these terms and conditions (the "Promotion").

#### 3. Promotion Period

The promotion period begins at 13:00 (AEST/AEDT time) on the date on which the Event is held and ends at 17:30 (AEST/AEDT time) on the date on which the Event is held (the "**Promotion Period**").

### 4. Reward Criteria

- 4.1 A Participant may be eligible to enter into a prize draw to win a ticket to the China Trip event ("**Ticket**"), provided that:
  - 4.1.1 such Participant successfully registered to attend the Event prior to the Event;
  - 4.1.2 such Participant was not an existing WorldFirst customer and had not applied for a World Account immediately preceding the Promotion Period;
  - 4.1.3 such Participant has placed the details as required by WorldFirst in a designated lucky draw box provided by WorldFirst at the Event; and
  - 4.1.4 such Participant must be an active and existing seller on the Amazon platform,

(such requirements together, the "Reward Criteria").

- 4.2 To be eligible to claim a Ticket, a Participant who has been announced as a Ticket Winner must successfully register for a World Account and add, or receive, funds into its World Account within fifteen (15) days from the date of the Event, in an aggregate amount of at least AUD500.00 (or an equivalent amount in another currency), failing which, WorldFirst may disqualify the Ticket Winner from the Promotion and the relevant Tickets may be won by another eligible Participant.
- 4.3 No Participant may enter into the draw more than once.

4.4 For purposes of clause 4.2, a Participant must complete WorldFirst's review process and funds will only be considered as having been added or received into a Participant's World Account when such funds have been received by WorldFirst and/or an affiliate and credited to such Participant's World Account.

#### 5. Prizes

- 5.1 If a Participant wins a Ticket in the Event, such Participant will need to take further steps to claim such Tickets, as described in this clause and clause 6.
- 5.2 Pursuant to the Promotion, there are a total of two Tickets to be won by two eligible Participant. Tickets are subject to availability.
- 5.3 The value of each Ticket is USD 5,000.
- 5.4 The Tickets are not transferable or exchangeable and cannot be sold or redeemed for cash, monetary value or for any other form of compensation.
- 5.5 If for any reason any of the Tickets is not available, WorldFirst reserves the right, at its sole discretion, to substitute such Ticket for others of equal or greater value.
- 5.6 WorldFirst reserves the right, in its sole discretion, to refuse a Participant's claim for Tickets, to disqualify them from the Promotion, and/or to claim back any Tickets awarded to such Participant, if it has reasonable grounds to believe that the relevant Participant has:
  - 5.6.1 breached these Terms and Conditions, the World Account Terms (if applicable) or any other third-party terms and conditions that are applicable in connection with the Promotion;
  - 5.6.2 failed to comply with instructions of WorldFirst, organizer by the China Magic event or any other relevant person or body;
  - 5.6.3 misused WorldFirst's intellectual property rights;
  - 5.6.4 made any misrepresentations (negligently or fraudulently);
  - 5.6.5 abused the Promotion in any way;
  - 5.6.6 acted in a manner that is abusive, dangerous or anti-social or that causes a nuisance; and/or
  - 5.6.7 engaged in any illegal or criminal activity in connection with the Promotion or any of WorldFirst's services.
- 5.7 The Participant that wins Ticket pursuant to the Promotion (the "**Ticket Winner**") undertakes to accept and comply with the China Magic Participation Agreement

- (as amended and/or superseded) available at <a href="https://drive.google.com/file/d/1C-OWXD5NITtYeF\_Ja8mrl5iebVVb3hDC/view">https://drive.google.com/file/d/1C-OWXD5NITtYeF\_Ja8mrl5iebVVb3hDC/view</a> and any other applicable third-party terms and conditions.
- 5.8 The Ticket Winner shall be solely responsible for their travel arrangements to China (including any visa application, if required) for the China Magic event and no assistance whatsoever will be provided by WorldFirst in connection with this. In the event that the Ticket Winner is unable to attend the China Magic event for any reason, WorldFirst will not (i) replace, substitute or transfer the Ticket and/or (ii) reimburse any expenses incurred by the Ticket Winner in connection with the Tickets or compensate the Ticket Winner in any way. Each Ticket will be invalidated automatically when it expires on the date stated on the Ticket.
- 5.9 Any costs incurred by a Participant incidental to any Ticket are the responsibility of the Participant and not WorldFirst. For the avoidance of doubt, the Tickets do not include:
  - 5.9.1 transportation, including to and from airports, within the home country of the Ticket Winner or within China;
  - 5.9.2 travel insurance; or
  - 5.9.3 the reimbursement of any costs and expenses (including but not limited to expenses incurred in connection with visa applications, accommodation, travel taxes, food and beverages and other events or activities), unless otherwise specifically stated.
- 5.10 WorldFirst shall not be liable for any mishaps, injuries or accidents that occur in the course of the delivery of any Ticket to, or usage of any Ticket by, a Participant.
- 5.11 Tickets are for personal use of the Ticket Winner. The Ticket Winner agrees not to:
  - 5.11.1 resell, transfer, or offer to resell or transfer any Ticket, whether for free or for any other consideration;
  - 5.11.2 use a Ticket for any promotional, advertising, fundraising or any other similar commercial or non-commercial purpose;
  - 5.11.3 use a Ticket as a prize (or part of a prize) in any contest, competition, (promotional) game of chance, lottery or sweepstake; and/or
  - 5.11.4 combine and sell a Ticket as part of any package of goods or services.
- 5.12 If the Ticket Winner violates any of the conditions set out above, the relevant Ticket(s) may be cancelled immediately. No compensation will be payable to the

Ticket Winner following any such events. Furthermore, WorldFirst reserves the right to claim back from the Ticket Winner any part of a Ticket that has already been fulfilled or awarded (if applicable).

# 6. How a Winner is Chosen and How to Claim a Prize

- 6.1 The selection of Ticket Winners shall be conducted through a random draw from all valid entries placed in a designated lucky draw box.
- 6.2 The Participant that satisfies the Reward Criteria will be announced as the Ticket Winner at the Event.
- 6.3 Once the Ticket Winners have been announced at the Event, they will be approached by employees of WorldFirst and provided with information as to how to claim the Tickets.
- 6.4 To be eligible to claim a Ticket, ticket Winner must successfully register for a World Account and add, or receive, funds into its World Account within fifteen (15) days from the date of the Event, in an aggregate amount of at least AUD 500.00 (or an equivalent amount in another currency).
- 6.5 If a Participant has left the Event prior to their name being announced as the Ticket Winner, WorldFirst will attempt to contact them following the Event. If WorldFirst is unable to contact them within five (5) days from the Event, WorldFirst may disqualify such Participant from the Promotion and the relevant Ticket may be won by another eligible Participant.
- 6.6 It is the responsibility of the Ticket Winner to successfully complete all of the steps required to claim any Tickets. WorldFirst will not be liable for any Ticket Winner failing to claim any Tickets.
- 6.7 Tickets will be issued by the organizer of China Magic event and not by WorldFirst. the organizer of China Magic event will determine the time(s) at which Tickets are issued.
- 6.8 If the Ticket Winner does not provide any information requested by WorldFirst or follow any instructions received from WorldFirst within five (5) days of winning any Tickets or in the case of Clause 6.4, within fifteen (15) days, WorldFirst may disqualify the Ticket Winner from the Promotion and the relevant Tickets may be won by another eligible Participant.

## 7. Liability

None of WorldFirst or any of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising or promotion agencies, representatives and/or agents (each, a "Party") will be liable (to the extent permitted by applicable law) for any loss or damage arising, directly or indirectly, from (i) organising or holding the Promotion, (ii) a Participant's participation in the Promotion and/or (iii) any actions or omissions of a Participant in connection with the Promotion, including as a result of their winning, collecting, use or enjoyment of any Tickets, except where it is caused by the gross negligence of a Party or that of their respective employees.

### 8. Data Protection

WorldFirst will use the personal information provided by Participants only for the administration of the Promotion. Each Participant acknowledges that WorldFirst may pass such information to its agents and organizer of China Magic event solely for the purposes of administering the Promotion. Participants' personal details will at all times be kept confidential and in accordance with applicable data protection legislation and the Promotion Privacy Notice. The Promotion Privacy Notice can be accessed by contacting WorldFirst pursuant to clause 11. A Participant can request access to its personal data, or have any inaccuracies rectified, by contacting WorldFirst at privacy@worldfirst.com.

## 9. Further Terms

- 9.1 WorldFirst reserves the right to, in its sole discretion, determine and/or decide all matters relating to or arising in connection with the Promotion and/or these Terms and Conditions without prior notice. Any such determination and/or decision will be final and binding.
- 9.2 To the extent permitted by applicable law, WorldFirst reserves the right to amend the terms of the Promotion and these Terms and Conditions, and/or to suspend or cancel the Promotion at any time, without liability. WorldFirst reserves the right to change or withdraw any Ticket for any reason in its sole discretion. WorldFirst also reserves the right to extend the Promotion Period and these Terms and Conditions shall apply to any such extended Promotion Period. Any amendments to the Promotion will be notified to WordFirst customers in an appropriate manner. Following any change or amendment to these Terms and Conditions, a Participant's continued participation in the Promotion constitutes its acceptance of the amended Terms and Conditions and the Promotion, as amended.

- 9.3 Each Participant warrants that:
  - 9.3.1 it is able to participate in the Promotion according to applicable laws and regulations;
  - 9.3.2 to the best of its knowledge, all information disclosed by it to WorldFirst is complete, true and accurate; and
  - 9.3.3 it will not use the Promotion in any way that WorldFirst (in its sole and absolute discretion) considers to be unreasonable, unethical, excessive, or in bad faith, or in any way that breaches any applicable law or regulation, or is unlawful, fraudulent, or wrongful, or has any unlawful, fraudulent or wrongful purpose or effect.
- 9.4 Participants shall bear all expenses arising from and/or in connection with participating in the Promotion.
- 9.5 Any and all applicable taxes or duties payable in relation to the Promotion shall be the responsibility of the relevant Participant.
- 9.6 Employees (including part-time employees and contractors) of WorldFirst, including affiliates, agents and immediate family members and/or those living in the same household of such employees, are not eligible to enter the Promotion.
- 9.7 If there is a discrepancy between these Terms and Conditions and any promotional material published in connection with the Promotion, these Terms and Conditions will prevail.
- 9.8 Should WorldFirst determine that a Participant is not eligible to participate in the Promotion for any reason (including but not limited to such Participant breaching these Terms and Conditions or any applicable laws or regulations, improperly using information relating to the Promotion, or engaging in (or being involved in) fraud, attempted fraud or any other illegal or illegitimate activity), or where WorldFirst has knowledge of subsequent events which would mean that the Participant would not have been entitled to participate in the Promotion, WorldFirst has the right to disqualify such Participant from the Promotion without liability. WorldFirst further reserves the right to claw back the value of any Ticket or to deduct the value of a Ticket from the balance of the relevant Participant's World Account (if applicable).
- 9.9 If a provision of these Terms and Conditions is held to be illegal, unenforceable or invalid, then it shall be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. The rest of these Terms and Conditions will continue in full effect.
- 9.10 These Terms and Conditions are made for the benefit of Participants and

- WorldFirst and are not intended to benefit any third party or be enforceable by any third party.
- 9.11 The World Account Terms shall apply to each Participant's use of the World Account (as applicable) and are to be read together with these Terms and Conditions. In the event of any conflict or inconsistency between these Terms and Conditions and the World Account Terms, these Terms and Conditions shall prevail only to the extent of matters relating to the Promotion.
- 9.12 While all information herein is believed to be correct and reliable at the time of publishing, WorldFirst makes no representation or warranty, whether expressed or implied, and accepts no responsibility or reliability, as to its completeness or accuracy.
- 9.13 All tradenames, trademarks, logos and brand names are the property of their respective owners.
- 9.14 In the event that the Promotion (i) is stopped by order of an applicable government agency, (ii) must be suspended due to server or network attack or system failure or (iii) is stopped by any circumstances beyond WorldFirst's control, such event shall be regarded as a force majeure event and WorldFirst shall not be held liable for any consequential damage, loss or claim.

# 10. Governing Law and Arbitration

- 10.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia.
- 10.2 Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Australian Center for International Commercial Arbitration (ACICA) Arbitration Rules, which are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Sydney, Australia. The language to be used in the arbitral proceedings shall be English.

## 11. Contact Us

If you have any questions or complaints, please call WorldFirst on +61 2 8298 4990. Lines are open from 8:00 am to 6:00 pm Monday to Thursday and 8 am to 5.30pm on Friday (AEST/AEDT time) (excluding bank holidays). Alternatively, you can email WorldFirst at anzclients@service.worldfirst.com.