

TJM GROUP HOLDINGS PTY LTD (“THE JOLLY GROUP”) ACN: 604 803 303

CONDITIONS OF ENTRY: \$50,000 GIVE-A-WAY IN THE JOLLY GROUP SHARES

General

1. This Promotion (“Promotion”) is conducted by TJM Group Holdings Pty Ltd (“The Jolly Group”) (ABN 18 604 803 303) of 20-24 Technology Dr, Sunshine West VIC 3020.
2. The Jolly Group is the promoter of this promotion (“Promoter”).
3. Information on “The Prize”, “Who Can Enter”, “How to Enter” and “Draw and Notification of Winner” form part of these Conditions of Entry.
4. Entry into the Promotion is deemed acceptance of these Conditions of Entry by each Participant.
5. Unless otherwise indicated, all times and dates specified in these Conditions of Entry are times and dates in Melbourne, Australia (AEDT)
6. In these Conditions of Entry, TJM Group Holdings Pty Ltd is referred to as “The Jolly Group” or the “Promoter”.
7. Investment in The Jolly Group through crowdfunding is managed by Birchal Financial Services Pty Ltd (ABN 39 621 812 646) (“Birchal”) through the platform available online at www.birchal.com. This competition is in no way sponsored, endorsed or affiliated with or by, or associated with Birchal
8. Participants must always consider the General CSF Risk Warning (available on the Birchal platform) and Offer Document before investing. The chance of being awarded shares in The Jolly Group to the value of \$50,000.00 should not be the primary basis of investing.
9. It is the Participants responsibility to seek financial advice and legal advice, at their own expense, before investing in The Jolly Group.
10. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner’s submission, image and/or voice, as recorded, photographed or filmed during the winner’s participation in the prize to appear in connection with The Jolly Group or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
11. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this Promotion if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this Promotion.
12. The Promoter and its associated agencies and companies assume no liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction or alteration of, or unauthorised access to entries, and reserves the right to take any action that may be available.
13. If for any reason the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and/or take any action that may be available and/or cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
14. In the event that this Promotion is deemed by any government agency within the jurisdiction of Australia to be invalid, defective and/or in contravention of the law, the Promoter has the right to withdraw the prize. The Promoter will notify all participants via email of any such judgement and will refund any entry fees paid (but not any consideration for shares or products of The Jolly Group).

15. The Promoter collects personal information about each Participant for the purpose of conducting this Promotion. Any disclosure of such information will only be made as required by law and in accordance with these Conditions of Entry. No further use of this information will be made without prior consent.
16. All entries become the property of the Promoter. All entries will be entered into a database. Unless otherwise advised by the entrant, the Promoter reserves the right to use the entrant's name and email address for future promotional, marketing and publicity purposes in any media worldwide, without notice and without any fee being paid.-By entering into this Promotion, Participants confirm that they allow their details to be used for this purpose. If Participants no longer consent to their details being used for marketing purposes, the Participant should contact the Promoter on the details set out below. Any request to update, modify or delete the Participant's details should be directed to the Promoter.
17. The Promoter collects information about you, including for example your name and email address, which you provide when entering the promotion. The Promoter may use that information to collect further information from you, to provide you with The Promoter's goods and services, and to promote and improve its goods and services. The Promoter may share your information with its associated agencies and companies, any of which may contact you for the aforementioned purposes. To request access to or to update your personal information, Participants can contact the office of the Promoter on (03) 9419 0517.
18. Records in relation to the Promotion will be kept for a period of 3 years after the finalisation of the Promotion. This includes names, addresses, birth dates, phone numbers, email addresses, IP addresses and any other information which may be captured through the Birchal platform and registration process.

The prize

1. The prize comprises 50,000 ordinary shares in TJM Group Holdings Pty Ltd (The Jolly Group), valued at \$50,000 (the Prize). The value of the shares has been determined by the directors of the company.
2. The Prize will only be awarded once the minimum total investment of \$500,000.00 is achieved through the crowd funding campaign hosted by Birchal (www.Birchal.com). Once the minimum total investment is reached, the Prize is irrevocable and must be awarded to a winner. The Promoter may at its sole discretion set a new minimum total investment, provided it does not exceed \$500,000.00.
3. The Promoter may cancel the crowdfunding raise at its discretion. If this event occurs the prize is deemed cancelled, and no party will be entitled to the prize.
4. The Prize is not transferable or exchangeable and cannot be taken as cash.

Who can enter?

1. To be eligible to enter, participants must be 18 years of age or older and legally entitled to invest as at the date of entry.
2. The Promoter reserves the right to request that the winner provide proof of identity, proof of residency at the nominated prize delivery address, and/or proof of valid entry into the Promotion (including proof of share ownership) in order to claim the Prize. Whether the winner has provided satisfactory proof of identity, residency or entry is to be solely determined by the Promoter. If the winner cannot provide satisfactory proof, the winner will forfeit the Prize in whole and no substitute will be offered.

When to enter?

1. Promotion commences on 18th November 2019 at 11 am [AEDT].
2. Promotion closes on 17th December 2019 at 10:00 pm [AEDT].

3. Investment (including payment) must be received by the Promoter through Birchal's internet platform (www.Birchal.com) prior to the competition close date and time.
4. The time of entry will in each case be the time the online investment (including payment) is received by Birchal, not the time of transmission by the Participant.
5. The Promoter and/or Birchal accept no liability for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

How to enter?

1. Participants may enter the promotion by investing through the Birchal platform available at www.birchal.com
2. To enter, participants must purchase a minimum value of \$50 worth of shares in The Jolly Group.
3. Each ordinary share represents one (1) entry into the prize draw.
4. Each ordinary share is valued at \$1.
5. Any entry that is made on behalf of a Participant by a third party will be invalid, unless the Participant requires the assistance of a third party to enter due to a disability.
6. The Promoter reserves the right to disqualify any Participant who tampers with the entry process, who submits an entry that is not in accordance with these Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.
7. Participants are solely responsible for their entry, and for ensuring that their entry complies with the Conditions of Entry.

Draw and Notification of winner

1. The winner of this promotion will be the first valid entry submitted in accordance with the Conditions of Entry that is drawn by a representative of The Jolly Group by random draw, at 20-24 Technology Dr, Sunshine West VIC 3020. The Prize will be drawn on the 20th February 2020 at 4:00 pm AEDT.
2. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Promotion result or any other decision the Promoter makes in connection with the Promotion.
3. The winner will be notified via phone or email within 48 hours of the draw.
4. The winners name will be published on The Jolly Groups Facebook page (<https://www.facebook.com/TheJollyMillerCafe/>) and Instagram page (<https://www.instagram.com/thejollymillercafe/>) by the 24th February 2020. The winners name will also be published on The Jolly Groups webpage (www.thejollygroup.com.au). The winners name will remain on The Jolly Groups Facebook page and webpage for a period of 30 days after the draw.
5. The Prize will be awarded to the person named in the entry. In the event of a dispute, the Prize will be awarded to the account holder of the entry mechanism used to submit the winning entry (i.e. the Birchal account holder).
6. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
7. In the event that the winner cannot be located (via phone, email or the Jolly Miller's social media), after 28 days the winner automatically forfeits the prize and the Promoter has the right to redraw the prize.