

**upstreet**<sup>™</sup>  
**FUND**



**REWARD  
OFFER**

Free Fractional  
Share Rewards  
Program

23 August 2021

## Free Fractional Share Reward Program - Terms and Conditions

The Free Fractional Share Reward Program (**FFSRP**) is run by ESC Operation PTY LTD ABN 88 635 424 538 in relation to the Upstreet Rewards Program, subject to these terms and conditions.

The program consists of multiple offers that may be made by Upstreet to certain persons from time to time. The program provides eligible persons that opt in to the FFSRP offer with a free amount of fractional shares when they fulfill the conditions of the FFSRP offer.

To participate, a user must agree to these terms and conditions (**FFSRP Terms and Conditions**), which are in addition to the General Terms and Conditions.

The conditions of each FFSRP offer may vary and will include the following which will be advertised clearly as part of the FFSRP offer:

1. Starting time and date of the offer;
2. Ending time and date of the offer;
3. The type and amount of free fractional share rewards forming part of the offer; and
4. The necessary steps (if any) that the person must perform in order to participate in the FFSRP offer, which may include completing a transaction through the Upstreet Rewards Program of a certain value or with a certain brand.

### Eligibility Criteria

In order to qualify for this program you must meet all of the following:

1. You must be a permanent resident of Australia and are 18 years of age or older;
2. You must be or become a member of the Upstreet Rewards Program;
3. Have a registered Upstreet account, including a verified email and KYC check;
4. Opt in to the FFSRP offer by clicking on the unique link or scanning the unique QR code for the FFSRP offer on your mobile phone; and
5. Comply with any necessary conditions for the relevant FFSRP offer, as advertised as part of that offer.

Upstreet reserves the right to request an eligible participant to provide proof of identity, proof of age, proof of residency and/or proof of entry validity, in order to claim the free fractional share reward and may engage other persons to verify these matters. Proof of identification, age, residency and entry considered suitable for verification is at the discretion of Upstreet. In the event that the identity of the eligible person cannot be verified or the eligible person is otherwise unable to receive the free fractional share reward, the eligible person will forfeit the free fractional share reward in whole and no substitute will be offered.

### How it works

If you meet the eligibility criteria above, you will be automatically rewarded with the free fractional share amount advertised in the relevant FFSRP offer after complying with all eligibility criteria and any conditions advertised with the FFSRP offer.

### Application of these terms and conditions

Upstreet may vary these terms and conditions in whole or in part at any time, subject to the directions of regulatory authorities and the laws of Australia. These terms and conditions will apply as varied from time to time.

### Conduct of the FFSRP Program

## Free Fractional Share Reward Program - Terms and Conditions

### Conduct of the FFSRP Program

Upstreet may cancel, modify, suspend or delay the FFSRP program at any time if something happens that is beyond its reasonable control including for any technical or operation reason subject to State regulation.

### Privacy

- (a) The collection and disclosure of personal information provided by eligible participants in connection with the program will be handled in accordance with the Upstreet's Privacy Statement (which can be viewed on Upstreet's website at <https://upstreet.co/privacy-policy>).
- (b) No personal information collected from you will be used for any marketing or promotional purposes either by Upstreet or its affiliates without your express consent.

### General

- (a) You acknowledge and agree that you do not, and you must not, represent or hold yourself out to be a representative of Upstreet.
- (b) You must not make any misrepresentations or engage in any misleading or deceptive conduct or make any misleading or deceptive statements, about the FFSRP program, Upstreet or the Upstreet Rewards Program.
- (c) You must not, and we do not authorise you to, otherwise market or promote any FFSRP offer, through paid advertising or to the public at large.
- (d) The FFSRP and these General Terms and Conditions are governed by the laws of the Commonwealth of Australia. You submit to the exclusive jurisdiction of courts exercising jurisdiction there and waive any right to claim that those courts are an inconvenient forum.

### Limitation of liability

- (a) Upstreet accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those acceptances of a FFSRP offer not received by Upstreet for any reason. Upstreet is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into by Upstreet.
- (b) To the greatest extent permitted by law, Upstreet excludes all warranties, representations or guarantees (**Warranties**) regarding the FFSRP Program, including any Warranties which may have been made in the course of advertising or promoting the FFSRP Program or a specific FFSRP offer. The conduct of the FFSRP Program or the supply of a free fractional share reward may involve third parties, and Upstreet makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By participating in the FFSRP Program, an eligible participant releases and indemnifies Upstreet and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against Upstreet or that Upstreet may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of a participant entering or participating in the FFSRP Program, or using or permitting any other person to use the Prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
- (c) If despite the foregoing clause, Upstreet incurs a liability to an eligible participant under any law which implies a Warranty into these terms and conditions which cannot legally be excluded, Upstreet's liability in respect of the FFSRP Promotion is limited, in Upstreet's discretion, to either resupplying such goods or services as form part of the relevant FFSRP offer or paying the cost of resupplying those goods or services.

## Free Fractional Share Reward Program - Terms and Conditions

### Definitions

**General Terms and Conditions:** This document which sets out the general terms and conditions that apply to the Upstreet Rewards Program, available on our website and here:

<https://storage.googleapis.com/publicdocs.upstreet.co/2021-01-Upstreet-WebAppTerms-03.pdf>.

**Upstreet Fund** means the Upstreet Fund ARSN 643 467 798 (or any other managed investment scheme to be established or promoted by Upstreet in connection with the Upstreet Rewards Program).

**Upstreet Rewards Program** means the share Reward program established and operated by Upstreet. For more information see <https://upstreet.co>.