

upstreet
FUND



**MOONSHOT
TRADE
PROMOTION**

31 May 2021

Moonshot Trade Promotion No. 1

GENERAL TERMS AND CONDITIONS

Date 14/04/2021

1. Promotion	<p>Moonshot Trade Promotion No.1</p> <p>(This is not a trade promotion based on skill it is purely based on chance, however, every Eligible entrant wins a Prize)</p>
2. Promoter	<p>ESC Operation PTY LTD ABN 88635424538 of 49-51, Roscoe Street, Bondi Beach, 2026, NSW, Australia</p>
3. Eligible States & Territories	<p>Entrants must reside in the Australian Capital Territory (ACT), Tasmania (TAS), Queensland (QLD), New South Wales (NSW) or Victory (VIC). Entrants from South Australia (SA), Northern Territories (NT) or Western Australia (WA) are not eligible to participate.</p>
4. Promotion period	<p>Starts: 19/05/2021 10:00AM AEDT</p> <p>Ends: 19/05/2022 9:59AM AEDT</p> <p>No entries will be accepted outside this period.</p>
5. Promoter's Website URL	<p>https://moonshot.upstreet.co/ and https://moonshot.upstreet.com/ The Promotion is only accessible via the Promoter's website, which is hosted on a server that is situated at the Google Data Centre in Sydney</p>

<p>6. Eligible entrants</p>	<p>(a) Entry to the Promotion is open to all permanent residents of Australia in all Eligible States & Territories who fulfill the Entry requirements and are 18 years of age or older.</p> <p>(b) To enter the Promotion you must satisfy the requirements of clause 6(a) and you must be or become a member of the Upstreet Rewards Program.</p> <p>(c) The Promoter reserves the right to request an Eligible entrant to provide proof of identity, proof of age, proof of residency and/or proof of entry validity, in order to claim the Prize 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 the Promoter. In the event that the identity of the Eligible entrant cannot be verified or the Eligible entrant is otherwise unable to receive the Prize, the Eligible entrant will forfeit the Prize in whole and no substitute will be offered.</p> <p>(d) Entry is open only to legal residents of the Eligible States & Territories who satisfy the Method of entry.</p>
<p>7. Application of these General Terms and Conditions</p>	<p>(a) These General Terms and Conditions apply to the Promotion run by Promoter via its website conducted during the Promotion period.</p> <p>(b) The schedule below contains an example of how the Promotion operates and for which these General Terms and Conditions apply.</p> <p>(c) Promoter may vary these General Terms and Conditions in whole or in part at any time, subject to the directions of regulatory authorities and the laws of Australia. These General Terms and Conditions will apply as varied from time to time.</p>
<p>8. Excluded Competitions</p>	<p>(a) These General Terms and Conditions only apply to Moonshot Trade Promotion No.1 (Promotion) and do not apply to any competitions or trade promotions run via Promoter's website or otherwise, where the value of any individual prize exceeds \$100 and/or the total value of all prizes exceeds \$9,999.99. (Excluded Competitions)</p> <p>(b) Separate terms and conditions will apply to Excluded Competitions.</p>

9. Entry requirements

- (a) You are a member of the Upstreet Fund.
- (b) Each time a person enters the Promotion, that person accepts these General Terms and Conditions.
- (c) The Promotion is only accessible via the Promoter’s website.
- (d) Entry and participation in the Promotion is free.
- (e) There is a limit of one valid entry per Eligible entrant per period of 24 consecutive hours, during the Promotion period. The Promoter reserves the right to allow additional entries at its sole discretion.
- (f) Entrants consent to the Promoter using the personal information that they provide to Promoter in connection with this Promotion for the purposes of facilitating the conduct of the Promotion and awarding the Prize, including to third parties involved in the Promotion and any relevant government authorities. In addition to any use that may be outlined in the Promoter’s Privacy Statement (which can be viewed on the Promoter’s website at <https://upstreet.co/privacy-policy>), the Promoter may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible entrant.

10. Conduct of the Promotion

- (a) The Promotion will be conducted during the Promotion period as outlined in the Schedule.
- (b) The cost of accessing the Promoter’s website will be dependent on the Eligible entrant’s individual internet service provider.
- (c) Promoter may cancel, modify, suspend or delay the Promotion at any time if something happens that is beyond its reasonable control including for any technical or operation reason subject to State regulation.

<p>11.Privacy</p>	<p>(a) The collection and disclosure of personal information provided by Eligible entrants in connection with the Promotion will be handled in accordance with the Promoter's Privacy Statement (which can be viewed on the Promoter's website at https://upstreet.co/privacy-policy).</p> <p>(b) No personal information collected from you will be used for any marketing or promotional purposes either by the Promoter or its affiliates without your express consent.</p>
<p>12.How to enter the Promotion</p>	<p>(a) Eligible entrants must accurately complete all details requested in the online entry form made available via the Promoter's website and mobile application.</p> <p>(b) Eligible entrants must follow the Method of entry as outlined in the Schedule during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Eligible entrant if their entry is deemed invalid.</p> <p>(c) Entries must be submitted during the Promotion period set out in clause 4 above. Entries will be deemed to be submitted at the time of receipt and not at the time of transmission. Late, incomplete, incorrectly submitted, illegible, corrupted or misdirected tips will be deemed invalid.</p>

13. Limitation of Promoter's liability

(a) The Promoter 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 entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into by the Promoter.

(b) To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and the Prize, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of the Prize may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an Eligible entrant releases and indemnifies the Promoter 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 the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win the Prize, 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, the Promoter incurs a liability to an Eligible entrant under any law which implies a Warranty into these General Terms and Conditions which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion or Prize or paying the cost of resupplying those goods or services.

<p>13.Limitation of Promoter’s liability (continued)</p>	<p>(d) In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter’s ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of Entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic, pandemic the Promoter’s obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.</p>
<p>14.Winner notification and publication of results</p>	<p>Each Eligible entrant who complies with these General Terms and Conditions and the Method of entry as outlined in the Schedule will win a Prize. The Eligible entrant will be notified of their Prize through a in-App notification for the “pending transaction” within 48 hours of the win and inform the Eligible entrant via e-mail of the “complete transaction” once the fractional shares are allocated to the entrant’s portfolio.</p>
<p>15. Prizes</p>	<p>(a) Each Eligible entrant will be awarded a Prize.</p> <p>(b) At the time of submitting a valid entry an automatic response will appear specifying the Prize that you have won and a pending transaction will be created and added to the Eligible entrant’s portfolio (as described below).</p> <p>(c) Processing a Prize will take up to 30 business days. Once the processing is complete the Promoter will inform the Eligible entrant via e-mail.</p> <p>(d) Prizes will be awarded to each Eligible entrant who complies with the Method of entry and does not otherwise have an invalid entry.</p> <p>(e) The Prize will comprise a dollar amount invested into a class of units of the Upstreet Fund in the name of the Eligible entrant. The Prize will be automatically invested in the Upstreet Fund. The Promoter can change the class of units anytime and at its discretion.</p> <p>(f) Prizes are valued in Australian dollars.</p> <p>(g) The value of an individual prize will vary between one cent and \$100.</p>

<p>15. Prizes (continued)</p>	<p>(h) Each winner must be (or must become) a member of the Upstreet Fund to redeem the Prize and must agree to be bound by the product disclosure statement and any other onboarding requirements of the Fund in the usual way. Before making a financial decision, entrants should read the product disclosure statement and consider whether the product is right for you and whether you should obtain advice from a professional financial adviser.</p> <p>(i) Prizes are not transferable, exchangeable or redeemable for cash. Prize values are in Australian dollars, based on recommended retail prices, include GST and are correct at time of printing.</p> <p>(k) If the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to State Regulation.</p> <p>(l) Eligible entrants are advised that tax implications may arise from their Prize winnings and they should seek independent financial advice prior to acceptance of their Prize. The Promoter accepts no responsibility for any tax implications that may arise from accepting a Prize. Eligible entrants are responsible for any and all expenses that they incur in entering the Promotion and they will not be reimbursed.</p>
<p>16.Total prize value</p>	<p>(a) In each case the value of any individual prize will range from one cent to an amount not exceeding \$100.</p> <p>(b) The total value of all prizes that can be won for the Promotion will not exceed \$9,999.99.</p>
<p>17.Unclaimed Prizes</p>	<p>The entrant must complete all necessary steps outlined in Method of entry within 4 weeks, after this period all unclaimed Prizes will be deemed invalid.</p>

<p>18. Definitions</p>	<p>General Terms and Conditions: This document which sets out the general terms and conditions that apply to the Moonshot Trade Promotion No. 1.</p> <p>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).</p> <p>Upstreet Rewards Program means the share Reward program established and operated by Upstreet. For more information see https://upstreet.co</p> <p>Prize has the meaning given in clause 15.</p>
<p>19. Governing laws</p>	<p>The Promotion 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.</p>
<p>20. Entire agreement</p>	<p>These General Terms and Conditions contain the entire agreement between you and the Promoter with respect to the Promotion. They set out the only conduct that you have relied upon and supersede all earlier and prior agreement and understandings between you and the Promoter in connection with the Promotion.</p>

Schedule – Specifics

1. Method of entry

(a) An Eligible entrant may access the Promotion via the Promoter's Website URL by using a state-of-the-art browser via a computer or mobile device;

(b) An Eligible entrant must confirm that he/she is a resident of one of the Eligible States & Territories;

(c) An Eligible entrant clicks on "get invested" button and will be informed about the Prize;

(d) To redeem the Prize an Eligible entrant must sign up, download the Upstreet App, sign up to become a member of the Upstreet Fund and complete the onboarding and personal details or login. The personal details are used to automatically verify the Eligible entrant. In case this is not successful the Eligible entrant is asked to provide appropriate identity documents. Only after the Eligible entrant is verified and their membership of the Upstreet Fund is confirmed will a Prize redemption be possible.