

ClutchPlay Games of Skill

Terms, & Conditions

Updated 22 May 2026

ClutchPlay is a platform operated by RP Works Pty Ltd ACN 688 542 501 ("ClutchPlay", "we", "our" or "us"). These Terms and Conditions apply to the ClutchPlay mobile application, website and related services (collectively, "the Platform"). By accessing or using the Platform, you agree to be bound by these terms and conditions. If you do not agree, you must not access or use the Platform.

ClutchPlay provides a platform facilitating skill-based games between users. Game outcomes are determined predominantly by player performance, execution, strategy and application of pre-determined scoring criteria and game settings.

You may not misuse the Platform, including by attempting unauthorised access, scraping content or data, interfering with functionality or security, uploading harmful code, engaging in fraudulent conduct or otherwise using the Platform in a manner inconsistent with these Terms and Conditions.

All ClutchPlay branding, including our name, logo, user interface elements, original content, text, and promotional materials are owned by RP Works Pty Ltd or its licensors and are protected by intellectual property law. You must not copy, reproduce, distribute, or use any part of the Platform or its content for commercial purposes without ClutchPlay's prior written consent.

PART A – GAME OF SKILL SCHEDULE

1. Platform Operator:

RP Works Pty Ltd ACN 688 542 501 trading as ClutchPlay ("**ClutchPlay**"). Contact details are available at: www.clutchplay.com.au (**Website**)

2. **Participation Requirements:**

Users must:

- a) be at least 18 years of age;
- b) reside within Australia;
- c) create and maintain a single valid ClutchPlay account (**Account**); and
- d) satisfy any eligibility requirements specified for a particular Game.

Users must pay a participation fee per competition round or match (**Participation Fee**), as specified through the Platform in order to participate in the relevant Esports Game of Skill ("**Game**").

Participation Fees are deducted from the User's Account balance at the time of entering a Game and are non-refundable except as expressly set out in these Terms and Conditions, or as required by law.

A User must hold a valid, unsuspended Account to participate in a Game.

A User may only hold one active Account at any time and must not create, use, or control multiple Accounts.

Users whose Account has been suspended or closed for payment issues, fraud, cheating, breach of these Terms and Conditions or other improper conduct will not be eligible to participate in any Games and will not be eligible to win any Competition Rewards.

3. **Number of Successful Users:** Unless otherwise specified for a particular Game, there will be a maximum of one (1) Successful User per Game.

4. **Territory:**

Australia

5. **Competition Rewards:**

Competition Rewards available for a Game will be displayed to Users through the Platform before participation is confirmed.

Competition Rewards are determined in accordance with the applicable Game structure and objective scoring criteria disclosed through the Platform.

ClutchPlay facilitates skill-based competitions and does not determine competition outcomes by chance or set betting odds.

Competition Rewards are not transferable except where ClutchPlay agrees otherwise in writing.

6. Platform Fee:

ClutchPlay charges a platform service fee equal to 10% of the aggregate Participation Fees for the relevant Game unless otherwise disclosed through the Platform. The applicable fee will be displayed before a User confirms participation.

7. Determination of Successful Users:

Successful Users will be determined based on player performance and objective scoring metrics in accordance with Schedule 1 (Rules and Judging Criteria).

Successful Users will be determined at or after the conclusion of each Game and completion of any verification or compliance checks.

8. Eligibility for Competition Rewards:

Users must ensure that all information provided is complete and accurate.

ClutchPlay employees and personnel and their immediate family members are restricted from participating in or receiving Competition Rewards for fairness and platform integrity purposes.

9. Payment of Competition Rewards:

Subject to verification, fraud prevention and compliance checks, Competition Rewards will be credited to a User's Account within fourteen (14) business days of confirmation of the relevant result.

10. Users are responsible for any other costs associated receipt of Competition Rewards, including any taxes, payment provider fees, or other costs.

11. Force Majeure:

ClutchPlay will not be liable for delays or inability to provide Competition Rewards or Platform services due to circumstances beyond its reasonable control, including a Force Majeure Event.

Where reasonably practicable, ClutchPlay will notify affected Users and take reasonable steps to restore services or implement alternative arrangements.

PART B – GAME OF SKILL TERMS

Participation

1. Incorporation of Terms

The information contained in Part A and Schedule 1 (including any Game of Skill Rules and Judging Criteria) form part of these Terms and Conditions.

By creating an Account, each User acknowledges that they have read, understood and agreed to be bound by these Terms and Conditions.

These Terms and Conditions constitute the agreement between ClutchPlay and the User regarding use of the Platform and participation in Games.

2. Participation Requirements

To participate in a Game, Users must satisfy the eligibility requirements specified in Part A and any additional requirements specified through the Platform.

Users warrant and represent that information provided to ClutchPlay is accurate, current and complete.

3. Territory

Participation is open only to users located within the Territory specified in Part A.

4. Submission and Participation

Participation in a Game is deemed confirmed when accepted and recorded by ClutchPlay's systems.

Determination of Successful Users

5. Determination of Results

Successful Users will be determined based on relative performance, score, completion time, accuracy, ranking or other skill-based criteria as specified in Schedule 1 (Game of Skill Rules and Judging Criteria). Competition outcomes are determined through player skill, strategy, execution and application of pre-determined scoring metrics.

ClutchPlay may review gameplay records, VODs and platform records where required to verify outcomes.

Subject to applicable laws and manifest error, ClutchPlay's determinations regarding scoring and results will be final.

6. Eligibility for Competition Rewards

Competition Rewards will only be awarded to eligible Users whose participation complies with these Terms and Conditions.

7. Ineligible Users

Where a User is subsequently found to be ineligible or in breach of these Terms and Conditions, ClutchPlay may, acting reasonably:

- a) cancel Competition Rewards;
- b) reverse account credits;
- c) suspend access; or
- d) take any other action reasonably required to maintain platform integrity.

Competition Rewards

8. Competition Rewards

Competition Rewards are provided subject to these Terms and Conditions and applicable Platform rules.

9. Errors

ClutchPlay will not be responsible for delays or issues in payment processing arising from incorrect information supplied by Users or third-party payment provider failures outside ClutchPlay's reasonable control.

10. Incorrect Rewards

Where a Competition Reward has been incorrectly credited because of system error, fraud or ineligibility, ClutchPlay may, acting reasonably, reverse or adjust the relevant payment or account balance.

Personal Information

11. Personal Information

Users agree that ClutchPlay may collect, use and disclose personal information in accordance with its Privacy Policy.

Information collected may include:

- a) identity and contact details
- b) payment and transaction information
- c) gameplay information and statistics
- d) Twitch account information and VODs
- e) device identifiers and network information
- f) information reasonably required for fraud prevention, dispute resolution and platform integrity

Personal information may be disclosed to payment providers, contractors, identity verification providers and service providers where reasonably necessary for operation of the Platform.

ClutchPlay may also use personal information to communicate platform updates, promotions and marketing communications in accordance with applicable law.

12. Marketing and Promotional Use

Users acknowledge and agree that ClutchPlay may use a User's username, gameplay footage, submitted content, publicly available stream content, and, where reasonably necessary, name or likeness for the purposes of promoting ClutchPlay, Games and related Platform services.

Intellectual Property

13. User Content Licence

By uploading, publishing, transmitting or making available any data, content or other material uploaded, transmitted or otherwise made available through the Platform ("User Content"), the User grants ClutchPlay a non-exclusive, royalty-free, worldwide licence to use User Content to the extent reasonably necessary to operate, administer, improve and promote the Platform.

14. User Warranties

The User warrants and represents that:

- a) they own or otherwise have sufficient rights, permissions and authority to upload and make available the User Content;
- b) the User Content and ClutchPlay's permitted use of that content will not infringe or violate any third-party rights, including but not limited to defamation, intellectual property rights, moral rights and privacy rights and will not give rise to an obligation to make any payment to a third party; and
- c) the User Content does not contain unlawful, misleading, defamatory or offensive material.

15. Responsibility for User Content

The User remains solely liable for their User Content.

To the fullest extent of the law, ClutchPlay is not responsible for User Content uploaded or submitted by Users and is not required to monitor User Content, although ClutchPlay may remove or restrict access to content where it reasonably considers such action necessary to maintain Platform integrity or comply with legal obligations.

Reservation of rights

16. Verification

ClutchPlay may require Users to provide information or documentation reasonably necessary to verify identity, age, account ownership, residency, payment information, or compliance with these Terms.

Where a User fails to provide reasonably requested verification information within a reasonable timeframe, ClutchPlay may suspend participation, withhold Competition Rewards, restrict withdrawals, or otherwise take action reasonably necessary to maintain platform integrity and compliance obligations.

17. Platform Rights

ClutchPlay may, acting reasonably, suspend, modify, cancel, restrict or otherwise administer Accounts, Games or Platform functionality where reasonably necessary:

- a) to prevent fraud, cheating, collusion or improper conduct;
- b) to address technical failures, security issues, bugs, outages or system errors;
- c) to comply with legal or regulatory obligations;
- d) to protect users, ClutchPlay, or the integrity of the Platform; or
- e) where a Force Majeure Event occurs.

18. Suspension and Disqualification

ClutchPlay may, acting reasonably, suspend, restrict or disqualify a User where ClutchPlay reasonably believes the User has:

- a) breached any of these Terms and Conditions;
- b) attempted to manipulate Platform systems;
- c) engaged in any unlawful conduct, cheating, collusion, match-fixing, exploitation of software bugs or errors, use of multiple Accounts, use of automated scripts, bots or other tools, or any other fraudulent or dishonest conduct in connection with the Platform or any Game; or
- d) engaged in any conduct likely to materially affect fairness, integrity or operation of the Platform.

Limitation of Liability

19. Non-Excludable Rights

Nothing in these Terms excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under applicable law, including rights under the Australian Consumer Law.

20. Platform Liability

To the maximum extent permitted by law, ClutchPlay will not be liable for indirect, consequential, incidental or special loss, including loss of profits, loss of opportunity, loss of goodwill or loss of data arising from use of the Platform.

ClutchPlay is not responsible for:

- a) technical failures outside ClutchPlay's reasonable control;
- b) outages or failures of third-party services;
- c) unauthorised access arising from circumstances outside ClutchPlay's reasonable control;
- d) delays caused by payment providers or banking systems;
- e) User error or inaccurate information supplied by Users.

21. Liability Cap

To the maximum extent permitted by law, ClutchPlay's aggregate liability arising from or connected with these Terms or use of the Platform will not exceed the greater of:

- a) an amount equal to any amounts paid by the User to ClutchPlay during the three (3) month period immediately preceding the relevant claim; or
- b) \$100.

General

- 22.** These Terms and Conditions are governed by and will be construed under the laws of Victoria and the parties agree to submit to the non-exclusive jurisdiction of the courts of Victoria and its appellate courts.
- 23.** Failure by ClutchPlay to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 24.** Capitalised terms used throughout these Terms and Conditions are defined in the Schedule(s) unless specified otherwise.

25. Force Majeure

Force Majeure Event means a circumstance beyond the reasonable control of a party and which results in the party being unable to observe or perform on time an obligation under these Terms and Conditions, including but not limited to: acts of God, earthquakes, lightning strikes, floods, droughts, storms, tempests, mud/land slides, explosions, fires, pandemic, any natural disaster, acts of war, terrorism, civil commotion, malicious damage, riots and revolution.

26. If by reason of any Force Majeure Event, ClutchPlay is unable to perform an obligation:

- a) ClutchPlay will take reasonable steps to minimise disruption and resume services as soon as reasonably practicable;
- b) ClutchPlay may suspend or delay affected obligations for the duration of the Force Majeure Event;
- c) where reasonably practicable, ClutchPlay will notify affected Users of material impacts; and
- d) ClutchPlay will not be liable for delays or failures in performance to the extent caused by the Force Majeure Event.

SCHEDULE 1 – RULES AND JUDGING CRITERIA

1. This Schedule forms part of the Terms and Conditions and should be read together with Parts A and B. Capitalised terms in this Schedule have the meaning given in the Terms and Conditions unless otherwise specified.

2. Scoring, Rounds and Judging

- a) Each User must submit their result after the conclusion of the Game.
- b) If results match, the Game is automatically resolved, and the Successful User will be credited the relevant Competition Reward.
- c) Where Users submit conflicting results or where ClutchPlay identifies suspicious activity, the Game may be flagged as disputed and referred for review.
- d) Pending resolution of a disputed Game, affected Users may be restricted from making deposits or withdrawals until the dispute has been resolved.
- e) ClutchPlay may review Twitch recordings (VODs), gameplay records, platform records and any other relevant information to determine the outcome of the Game.
- f) Competition Rewards will only be credited to the confirmed Successful User.
- g) Games may also be reviewed retroactively if rule violations or fraudulent activity are identified
- h) Performance in each Game may be measured by reference to one or more objective metrics, which may include, without limitation, points scored, time taken to complete a task, accuracy, completion rate, or other skill-based criteria (Scoring Metric). The applicable Scoring Metric(s) for each Game will be specified, and must be agreed to, on the mobile application before the commencement of a match.
- i) ClutchPlay's determination in relation to all aspects of the Game, including but not limited to scoring, rankings, Game outcomes and the application of tie-breakers, is final, subject to any applicable laws and manifest error.

3. Tie-breaker

- a) The applicable Tie-breaker criteria for each Game will be disclosed, and must be agreed to, through the Platform before commencement of the relevant Game.

4. Verification and Fair Play

- a) ClutchPlay may require Users to provide such verification materials as is reasonably requested, which may include, without limitation, proof of identity, age (confirming the User is at least 18 years old), residency in the Territory, ownership and control of the Account, and any other information required to comply with law or to ensure fair play.
- b) ClutchPlay may analyse gameplay data, logs, connection information, device or network identifiers, and other technical information to detect cheating, collusion, use of multiple Accounts, bots, scripts, macros, or other unfair methods of play.
- c) If ClutchPlay reasonably believes that a User has engaged in cheating, match manipulation, fraudulent activity, collusion, exploitation of bugs, use of automated tools, or any other unfair play or improper conduct, ClutchPlay may, acting reasonably, void or adjust Game results, disqualify the User from the Game, cancel Competition Rewards, suspend or close Accounts, restrict withdrawals, or take other action reasonably required to maintain Platform integrity.
- d) Platform records and systems will constitute evidence of relevant activity, except to the extent proven to be incorrect due to manifest error.

5. Participation Fees, Cancellations and Errors

- a) Each participation in a Game requires a minimum Participation Fee payment of \$1.00, and maximum Participation Fee payment of \$50.00, unless otherwise disclosed through the Platform. Participation Fees and any applicable taxes, fees or charges will be displayed before participation in a Game.
- b) ClutchPlay may impose and vary participation, deposit and withdrawal limits through the Platform.
- c) Users may deposit funds into their Account up to the limits disclosed through the Platform.
- d) Deposit limits apply only to deposited funds and do not prevent Account balances increasing through legitimate Competition Rewards.
- e) A User may cancel their participation in a Game and request a refund of the applicable Participation Fee within ten (10) minutes after confirming their participation and before

commencement of the relevant Game. Cancellation requests must be submitted through the mechanisms specified on the Platform.

- f) No cancellation or refund will be granted once a Game has commenced after the 10-minute window, except where required by law or where ClutchPlay determines, acting reasonably, that the Game was materially affected by a technical error, outage or Force Majeure Event.
- g) If a Game is materially affected by a technical error, interruption, system failure, bug, or other issue (including any Force Majeure Event) that impacts the integrity or outcome of the Game, ClutchPlay acting reasonably may declare the Game void, cancel affected results, refund Participation Fees, reschedule the Game, or take any other remedial action it considers appropriate.
- h) Where obvious pricing, payout or system errors occur, ClutchPlay may correct the error and cancel or reverse any affected Games or transactions, provided that ClutchPlay acts promptly, reasonably and in compliance with applicable law.

6. Significant Events and Force Majeure

- a) Where a Force Majeure Event or other significant event beyond ClutchPlay's reasonable control affects the operation of any Game, competition or the Platform, ClutchPlay may suspend, modify or cancel affected Games or competition, and may determine, acting reasonably, whether to
 - (i) honour existing results,
 - (ii) void and replay affected Games, or
 - (iii) refund Participation Fees for affected Games.
- b) ClutchPlay will not be liable for any delay or unavailability of any competition, Game or the Platform to the extent caused by a Force Majeure Event.

7. Accounts, Age and Identity

- a) Users must be at least 18 years old to create an Account and participate in any Game. ClutchPlay may at any time require Users to verify their age and identity by providing identification documents.
- b) Each individual may only register and use one Account. Accounts must not be sold, transferred, or shared with any other person. ClutchPlay may suspend, close or merge Accounts that it reasonably believes are duplicate, fraudulent, or controlled by the same person.
- c) Users are responsible for maintaining the confidentiality and security of their login credentials,

and for all activity occurring under their Account. ClutchPlay is not responsible for any loss or damage arising from unauthorised use of an Account where ClutchPlay has not caused or contributed to that unauthorised use.

8. Suspension and Closure of Accounts

- a) Without limiting any other rights, ClutchPlay may suspend or close an Account (and restrict access to Games and Competition Rewards) if ClutchPlay reasonably believes that:
 - (i) the User has breached these Terms and Conditions (including this Schedule);
 - (ii) the User has provided false, misleading or incomplete information;
 - (iii) the User is under 18 years of age or not a resident in the Territory;
 - (iv) the User has engaged in or attempted to engage in fraud, cheating, collusion, or other improper conduct; or
 - (v) continued operation of the Account would, in ClutchPlay's reasonable opinion, pose a risk to the integrity of the Game, ClutchPlay or other Users.
- b) During any suspension, the User may be unable to access their Account, participate in Games, or withdraw funds until the suspension is lifted. ClutchPlay will use reasonable endeavours to notify the User of the suspension and, where appropriate, the steps required to resolve the issue.
- c) If ClutchPlay closes an Account, any remaining positive balance (excluding any funds subject to dispute, chargeback, fraud investigation or legal obligation) may be returned to the User using the last payment method used or any other reasonable method, subject to applicable laws and any right of ClutchPlay to withhold or set off amounts in accordance with these Terms and Conditions.

9. Deposits, Payouts, Withdrawals

- a) Subject to these Terms and Conditions and completion of any verification checks and compliance requirements, Competition Rewards will be credited to the User's Account.
- b) Users may deposit funds into their Account using the payment methods and limits specified on the Platform. The minimum deposit amount is \$1.00 per transaction, and the maximum deposit amount is \$100.00 per transaction. Users may make no more than three (3) deposit transactions per day, and the aggregate amount deposited by a User in any single day must not exceed \$100.00. All deposits are subject to applicable processing timeframes, identity verification requirements, and compliance checks as determined by the ClutchPlay or its service providers.
- c) Users may withdraw available funds from their Account balance in accordance with the withdrawal methods and limits specified on the Platform. The minimum withdrawal amount is

\$1.00 per transaction, and the maximum withdrawal amount is \$100.00 per transaction. Users may make no more than three (3) withdrawal requests per day, and the aggregate amount withdrawn by a User in any single day must not exceed \$100.00. All withdrawals are subject to applicable payment provider fees, processing timeframes, identity verification requirements, and compliance checks as determined by ClutchPlay or its service providers.

- d) ClutchPlay will use reasonable endeavours to process withdrawals within a reasonable timeframe; however, processing times may be affected by identity verification, banking or payment provider delays, compliance reviews, technical issues or Force Majeure Events.
- e) ClutchPlay may withhold, reverse or refuse to process any withdrawal or payout where it reasonably believes that the User has breached these Terms and Conditions, that the funds are connected with fraud, chargebacks or other unlawful activity, or where required by law or court order.
- f) ClutchPlay may suspend withdrawals, reverse account balances, set off amounts against future Competition Rewards or recover amounts where funds have been paid due to fraud, disputed outcomes, system error or improper conduct.
- g) Where an Account becomes subject to dispute, investigation or fraud review, ClutchPlay may restrict access to Games or Platform functionality where reasonably necessary to maintain Platform integrity.

