

ClutchPlay Rules, Terms & Conditions

Updated October 31st 2025

These Terms and Conditions apply to both the ClutchPlay app and this website, operated by RP Works Pty Ltd ("ClutchPlay"). By using either platform, you agree to comply with these terms. If you do not agree, do not use this site or app.

You may not misuse the site or app in any way. This includes, but is not limited to: attempting unauthorized access, scraping content or data, interfering with functionality or security or uploading harmful code.

All ClutchPlay branding, including our name, logo, UI elements, original text, and promotional assets, are owned by RP Works Pty Ltd. You may not copy, reproduce, distribute, or use any part of the site for commercial purposes without express permission.

1. General Rules

1.1 Who we are and the application of these General Rules

1.1.1 'ClutchPlay' is the trading name of RP WORKS PTY LTD (hereafter 'ClutchPlay'), ANC688542501, a company incorporated in Australia under the Corporations Act 2001 (Cth)('Corporations Act'). All references to 'we', 'us' and 'our' in these General Rules ('Rules') are a reference to ClutchPlay.

1.2 General

1.2.1 To open an account with ClutchPlay ('Account') you must be aged 18 years or older and reside in Australia. A 'Member' is a person who holds an Account, and any reference to 'you' or 'your' in these Rules is a reference to a Member.

1.2.2 You agree that ClutchPlay offers users the opportunity to enter skill-based competitions in which outcomes are determined by the user's individual performance, not by chance or random outcomes.

1.2.3 By opening an Account, you are deemed to have read and accepted these Rules and ClutchPlay's Privacy Policy. You can view the Privacy Policy on ClutchPlay's app and website.

The personal information (as defined by the Privacy Act 1988) of ClutchPlay's customers may only be stored, accessed, used or disclosed offshore where such storage, access, use or disclosure is in accordance with all Australian laws.

1.2.4 ClutchPlay reserves the right to change, amend or add to these Rules and the Privacy Policy at its discretion, and will publish such changes on the Website and app. You agree that any changes, amendments or additions published on the Website will be taken to be effective immediately. It is the Member's responsibility to ensure that they are aware of the current Rules and Privacy Policy.

1.2.5 You acknowledge that by using, browsing or otherwise accessing ClutchPlay's platform or application, you agree to be bound by these Rules, the Privacy Policy, and any other applicable ClutchPlay terms and conditions ('Terms and Conditions'). ClutchPlay will use reasonable endeavours to notify users of material changes in advance of those changes taking effect.

1.2.6 You agree that ClutchPlay may send you direct marketing and promotional messages that are relevant to your relationship with ClutchPlay. These messages may be sent via different channels, including by email. You may opt-out of receiving these messages (either altogether or via a particular channel) by updating your contact preferences in your Account, or by using any other unsubscribe facility we provide, in accordance with these Rules and any other applicable Terms and Conditions

1.2.7 ClutchPlay is an independent platform and is not affiliated with, endorsed by, or sponsored by any of the game publishers, console manufacturers, or platforms mentioned or featured, including but not limited to Epic Games, Activision, EA Sports, Riot Games, Take-Two Interactive, Microsoft, Sony Interactive Entertainment, Twitch, or any of their associated brands and titles.

All game names, logos, and images are property of their respective owners. Any references to these games are for descriptive and identification purposes only.

1.3 Member obligations

1.3.1 Members are responsible for ensuring that their Account details such as their email address and payment/bank details (including any Debit card expiration details) are kept up to date and agree to notify us immediately of any incorrect Account details. In the event that a Member has not kept their Account details up to date, we reserve the right to suspend the Account. Members are responsible for complying with their own local, national or state laws concerning becoming a Member or using the services provided by ClutchPlay. For legal and/or commercial reasons, we do not permit Accounts to be opened by, or used from, customers who reside in a country other than Australia.

If you are a resident of a country other than Australia, you must not register with us, attempt to use our services or use your payment card or other payment method in connection with our platform and you agree that you shall not (whether intentionally or not):

- open an Account;
- use or attempt to use an Account or our services; or
- bypass or attempt to bypass any measures we may use to prevent or restrict access to our services.

1.3.2 If you register an Account with ClutchPlay, you must then comply with the matters set out in Rules 1.4 (Member identification requirements) to our satisfaction to fully activate your Account and withdraw funds.

1.4 Member identification requirements

1.4.1 Members are required to provide ClutchPlay with accurate and up-to-date information at the time of registration. ClutchPlay may, at its discretion, request verification of a user's identification details for the purposes of maintaining account integrity, ensuring fair participation in skill-based competitions, and protecting against misuse of the platform. This may include verifying your full name, age, email address, mobile phone number and other relevant account details.

1.4.2 At any time, including after an account has been created, ClutchPlay reserves the right to request further information from Members in order to confirm eligibility, investigate suspected misuse, or comply with applicable laws. This

may include verifying your age, identity, and/or the payment method used. Failure to comply with such a request may result in suspension or restriction of your account and access to any rewards or withdrawals.

1.4.3 Until a user's age has been verified to ClutchPlay's reasonable satisfaction, access to certain features, including participation in entry-fee competitions or the withdrawal of rewards, may be restricted. ClutchPlay may suspend or close accounts where adequate age verification is not provided upon request.

1.4.4 Should a Member deliberately falsify any ID or any other details for any purpose associated with applying for an Account or transacting on the Account, ClutchPlay reserves the right to suspend the Account and/or close the Account without prior notification to the Member.

1.4.5 If a Member uses a prepaid, virtual, electronic, travel, or debit card to fund their ClutchPlay account, ClutchPlay reserves the right to request a legible copy of the front of the applicable card at any time for verification purposes. ClutchPlay also reserves the right, at its discretion, to refuse or decline any card, including in circumstances where the payment has been dishonoured or where the card details do not match the Member's account information. Cards used to fund a ClutchPlay account must be held in the same name as the registered Member. Cards in another person's name will not be accepted, and the associated account may be suspended until satisfactory evidence of consent from the cardholder is provided. Submission of a card image and/or third-party consent does not guarantee that the account will be activated or reactivated.

1.5 Account Security

1.5.1 A Member is responsible for ensuring that their account credentials, including any username, password, or unique account identifier ("Secure Member Details"), are kept confidential and secure at all times. If a Member suspects that their Secure Member Details have been compromised or that there has been any unauthorised access to their account, they must notify ClutchPlay immediately. ClutchPlay may, at its discretion, issue new Secure Member Details or take other necessary security measures. ClutchPlay reserves the right to invalidate any transactions or activity attempted using previously issued Secure Member Details once replacement credentials have been provided.

1.5.2 Members are responsible for all entries or transactions made on their account where their Secure Member Details have been used. ClutchPlay reserves the right, after reasonable investigation, to determine whether an entry

or transaction was made without the Member's knowledge or consent, and may take appropriate action where such unauthorised use is established.

1.5.3 Members should check the balance of their ClutchPlay account each time they log in or before entering a competition. In the event of any discrepancy or query regarding their balance or recent transactions, it is the Member's responsibility to notify ClutchPlay immediately.

1.5.4 ClutchPlay's mobile application contains content related to competitive gaming and monetary rewards and is intended for use by persons over the age of 18.

1.6 Entry fees and reward payouts/withdrawals

1.6.1 Deposits into an Account can be made using the payment methods made available by ClutchPlay. ClutchPlay reserves the right to remove or restrict payment methods for Members who reside outside Australia.

1.6.2 ClutchPlay reserves the right to remove or add payment options from time to time.

1.6.3 If ClutchPlay determines, acting reasonably, that the funds deposited are not from a funding instrument in the Member's name or are not expressly authorised to be used by them, ClutchPlay reserves the right to decline the deposit and return the funds to the original payment method. If this determination takes place after an entry fee have been paid, ClutchPlay reserves the right to void any resulted or pending reward on the Member's Account.

1.6.4 Should we reasonably consider that a deposit or withdrawal may potentially be fraudulent, we reserve the right to request proof of deposit or withdrawal bank account information to verify that the information provided is true and correct prior to permitting funds to be withdrawn from the Account.

1.6.5 If ClutchPlay, acting reasonably, determines that a payment to or from an Account poses risk of being unlawful, ClutchPlay reserves the right to cancel the deposit or withdrawal.

1.6.6 ClutchPlay does not charge Members any fees for deposits or withdrawals. However, Members are responsible for any fees or charges imposed by their own financial institution in connection with transferring funds to or from ClutchPlay.

1.6.7 ClutchPlay reserves the right to pass on any payment processing fees it incurs where a Member's deposit is determined, acting reasonably, to have been

made for purposes other than participation in skill-based competitions on the platform.

1.6.8 You agree that as the account holder, you are the only person permitted to use your ClutchPlay account, including for logging in, entering competitions, depositing funds, and requesting withdrawals. Third-party bank account holders must not transact on an account that is not registered in their own name.

Members must only use deposit and withdrawal methods linked to accounts they own or jointly hold. If ClutchPlay detects third-party transactions, it reserves the right to suspend the account pending further verification.

1.6.9 ClutchPlay reserves the right to place limits on deposits and restrict or prohibit withdrawals on any Member's Account if the Member has not fulfilled the ID requirements specified in Rule 1.4 until those requirements have been satisfied.

1.6.10 Members are not permitted to open more than one ClutchPlay account (Supplementary Account). If ClutchPlay identifies that a Member holds a Supplementary Account, ClutchPlay reserves the right to close the additional account(s). Supplementary Accounts are a breach of ClutchPlay's Rules, however Members remain fully responsible for all activity and transactions conducted through any accounts they hold.

1.7 Chargebacks

1.7.1 If a Member disputes a financial transaction on their ClutchPlay account involving a third party (e.g. a bank or payment provider), ClutchPlay may temporarily suspend the account without notice while the transaction is investigated. If ClutchPlay incurs any loss as a result of an unreasonable dispute raised by the Member, ClutchPlay reserves the right to recover those losses from the Member.

1.7.2 If you use any of ClutchPlay's banking-specific options to deposit funds into your account, you acknowledge that ClutchPlay may request a certified or non-certified bank statement to verify the origin of those funds before approving any withdrawal. You also accept that ClutchPlay may, at its discretion, return the funds and restrict account access if it determines that the deposit may be unauthorised or suspicious.

1.8 Fraud

1.8.1 ClutchPlay reserves the right to withhold deposited funds and/or prize payouts if it determines that a payment method has been misused or used

fraudulently. Any suspected inappropriate or fraudulent use of a payment method may be reported to the relevant authorities. The Member's account may also be permanently closed.

1.8.2 ClutchPlay may employ third-party technologies to track and store technical information from the device a Member uses to access the platform. Members acknowledge that this data may be used to assist in investigations involving suspected misuse of an account, including but not limited to account takeover, use of multiple accounts, payment method abuse, or other conduct not in good faith.

1.8.3 ClutchPlay reserves the right to close the account(s) of any individual, group, or entity found to be attempting to defraud ClutchPlay. ClutchPlay may also void any entries or rewards associated with such conduct.

1.8.4 ClutchPlay may periodically review Member accounts to monitor for any activity it considers unusual. If such activity is detected, ClutchPlay reserves the right to suspend the account without notice pending a full investigation and potential legal action against fraudulent behaviour.

1.9 ClutchPlay's rights and other matters

1.9.1 ClutchPlay reserves the right to cancel, change, or restrict any competitions, challenges, or features at any time with or without notice to Members.

1.9.2 ClutchPlay has made considerable efforts to ensure that its platform operates in a fair, efficient, and accurate manner. To the extent permitted by law, ClutchPlay excludes all warranties (express or implied) relating to or arising out of the platform and excludes any liability for direct, indirect, or consequential loss, damage, expense, or injury suffered by any Member arising out of:

- a) these Terms;
- b) use by a Member of their Account; or
- c) any action taken by ClutchPlay in relation to a Member's Account in accordance with these Terms and any other applicable agreements.

1.9.3 Nothing in these Terms affects ClutchPlay's liability:

- a) to award any Member rewards or other amounts properly owing pursuant to these Terms;
- b) for our fraudulent misrepresentation; or

c) for any matter in respect of which our liability cannot be excluded or limited under applicable law.

1.9.4 Subject to Sections 1.9.2 and 1.9.3, and to the extent permitted by law, ClutchPlay's liability in respect of any claim or loss shall be limited in amount to the relevant entry fee or associated transaction made by the Member.

1.9.5 Members are only permitted to hold a single Account with ClutchPlay. If it is determined that a Member holds additional Account(s), ClutchPlay may close those additional Accounts and transfer any remaining balances into the first Account opened by the Member ('Primary Account'). Further:

- a) If the Primary Account has a negative balance following such transfers, ClutchPlay may request immediate payment from the Member to resolve the balance; or
- b) If the Primary Account has a positive balance, ClutchPlay may hold the funds while it determines whether a violation of these Terms has occurred.

1.9.6 ClutchPlay competitions and features are intended for bona fide Members, that is, those who act in good faith, sincerely, without fraud, and who participate in competitions for the purpose of recreation and entertainment.

1.9.7 ClutchPlay reserves the right to close or suspend Accounts (or the ability to withdraw funds) and/or void or reject entries where, in ClutchPlay's reasonable opinion, a person:

- has sought to open, or is operating, an Account in breach of these Terms;
- has acted or is suspected of acting unlawfully in relation to their use of the Account;
- knowingly exploits, or intentionally seeks, to exploit a system or rule (including by deception);
- seeks to manipulate the outcome of a competition (whether or not for personal gain);
- receives an unjust advantage from information which is not known to the public;
- intentionally abuses an error in the platform (whether before or after ClutchPlay corrects the issue);
- may have engaged in conduct that raises an integrity concern or is contrary to ClutchPlay's community standards; or

- attempts to access or use ClutchPlay from a restricted location.

Community Guidelines

To ensure ClutchPlay remains a fair and inclusive, all Members must comply with the following standards:

Objectionable Content

- Any content that would be considered offensive by the general community. This includes, but is not limited to: racism, sexism, sexual content and offensive language.
- Hate speech
- Violent and graphic content
- Sexual solicitation

Integrity and authenticity

- Spam
- Cybersecurity
- Misinformation

1.10 Participation and Competition Submissions

1.10.1 All entry submissions, payments, and reward distributions on a Member's Account are deemed to be made and processed in Victoria, Australia.

1.10.2 ClutchPlay reserves the right at any time, acting reasonably and in good faith, to restrict or deny access to specific challenges or competition entries without prior notice. Circumstances under which ClutchPlay may limit or reject a Member's participation include, but are not limited to:

- a) the Member is or may be under 18 years of age;
- b) the Member is or may be using the platform on behalf of someone under 18 years of age;
- c) the Member is or may be in breach of these Terms;

- d) the Member is or may be in breach of any applicable law; or
- e) the Member's continued participation presents an unacceptable operational or reputational risk to ClutchPlay, as determined at ClutchPlay's sole discretion.

1.10.3 ClutchPlay reserves the right to close a Member's Account and/or impose limits on participation in challenges, competitions, or features at its discretion. ClutchPlay may also refund the remaining Account balance without providing reasons. In such cases, any outstanding competition entries will be honoured unless the Account has been used for fraudulent activity, in which case such entries may be voided.

1.10.4 Members may cancel a competition entry within 10 minutes of selecting "Accept and Join." After this period has elapsed, the entry will be deemed confirmed and no refunds or cancellations will be permitted. ClutchPlay reserves the right to review and, at its discretion, approve cancellation requests in exceptional circumstances. In such cases, ClutchPlay may, at its discretion, void the original entry and permit the Member to re-submit a corrected competition entry.

1.10.5 The minimum entry fee on the App on an Account is \$1

1.11 Errors

1.11.1 ClutchPlay endeavors to ensure that no errors occur in listing competitions, multipliers, eligibility criteria, or entry availability. However, ClutchPlay reserves the right to correct any material, technical, human, or system errors, and may void or adjust challenge outcomes or rewards if an error has impacted the fairness or integrity of a competition.

1.11.2 Where a challenge is voided or materially altered prior to the commencement of the relevant event or gameplay, ClutchPlay will use reasonable efforts to notify affected Members via the app or email.

1.11.3 In circumstances where a material error has occurred in competition configuration, reward calculation, or Member eligibility, ClutchPlay reserves the right to void, cancel, or amend the affected competition, and to correct or withhold any associated rewards as necessary.

1.12 Significant Events

1.12.1 If an event occurs beyond ClutchPlay's reasonable control, such as a pandemic, natural disaster (including flood, fire, or earthquake), war, terrorism, civil unrest, strike, or technical disruption—that materially impacts the delivery, fairness, or outcome of a challenge or series of challenges, ClutchPlay may, acting in good faith, exercise its discretion to void, cancel, suspend, restrict, or otherwise alter any affected challenge or its associated rewards (in whole or in part). This may apply even after a challenge has been entered or completed.

For the avoidance of doubt, a material impact includes, but is not limited to:

- Disruption to game servers or platforms used to verify competition completion;
- Suspension of in-game features that form part of the competition criteria;
- Significant changes to the format, rules, or gameplay mechanics of the underlying title; or
- Inability to verify or authenticate Member participation due to external or platform-related issues.

