



# 2023 U.S. Women's Open ArtBall Terms of Sale

Run It Wild Pty Ltd (ACN 158 545 272) (**Run It Wild, we, us, our**) operates and runs the 2023 U.S. WOMEN'S OPEN® ArtBall website which creates, promotes and sells a range of 2023 U.S. Women's Open Artball non-fungible tokens to members of the public.

When You purchase a 2023 U.S. Women's Open ArtBall non-fungible token (**2023 U.S. Women's Open ArtBall**) You must agree to the terms and conditions set out in these Terms of Sale (**Terms**) and the licence attached to these Terms (**License**), which apply to You and any person to whom You sell any U.S. Women's Open ArtBall to. "**You**" or "**Licensee**" shall mean the owner of an 2023 U.S. Women's Open ArtBall we have issued,

## Operative clauses

### 1. Applicability of Terms

- (a) All 2023 U.S. Women's Open ArtBalls purchased or procured by You are subject to these Terms and the Licence, unless otherwise agreed in writing and by purchasing any 2023 U.S. WOMEN'S OPEN ArtBall You are agreeing to be bound by these Terms and the Licence.
- (b) The use of any 2023 U.S. Women's Open ArtBall is subject to, without limitation our [Website Terms](#) and our [Privacy Policy](#) and any ancillary document relating to the Licence.
- (c) Termination of these Terms for any reason will not affect any obligations which have arisen prior to termination.

### 2. Purchasing 2023 U.S. WOMEN'S OPEN ArtBalls

#### 2.1 Sale of 2023 U.S. WOMEN'S OPEN ArtBalls

- (a) Orders placed for purchase/minting of 2023 U.S. Women's Open ArtBalls are non-refundable, cannot be cancelled for change of mind, require payment in full of the Purchase Price at the time of purchase and may require that You connect or provide a Digital Wallet for delivery of the 2023 U.S. Women's Open ArtBalls at the time of sale.
- (b) If You engage in a sale of Your 2023 U.S. Women's Open ArtBalls to another purchaser (**Secondary Sale**), that transaction may involve third party platforms or blockchain digital wallets which are not associated with us, and may be subject to transaction fees charged by that network.
- (c) Upon a Secondary Sale of Your 2023 U.S. Women's Open ArtBalls to a Secondary Purchaser, the Secondary Purchaser accepts and agrees to be bound by these Terms and the Licence.

## 2.2 Pre-conditions to sale

- (a) You must make payment in full in any nominated Digital Currency or via any other nominated payment method as a condition to any purchase/minting any 2023 U.S. WOMEN'S OPEN ArtBalls.
- (b) In the case of a primary sale, we will have no obligation to transfer any 2023 U.S. Women's Open ArtBalls to You until we have received the Purchase Price in full for any 2023 U.S. Women's Open ArtBalls ordered. If You make payment to our nominated smart contract or Digital Wallet, You must ensure Your transfer is made to the correct smart contract or wallet address.
- (c) In the event that any payment is reversed or becomes invalid, including via either a double spend attack or failure of a public blockchain system, You agree to immediately return to us any 2023 U.S. Women's Open ArtBalls the subject of a sale where the Purchase Price has not been received in full by us.

## 2.3 Title and risk

Risk and title in any 2023 U.S. Women's Open ArtBalls purchased transfers to You upon purchase of each 2023 U.S. Women's Open ArtBall and You are responsible for ensuring Your Digital Wallet is accurately linked. If You lose Your private key or login or seed phrase for Your Digital Wallet You may lose access permanently to Your 2023 U.S. Women's Open ArtBalls stored in Your Digital Wallet. We cannot recover any private key or seed phrase for Your Digital Wallet.

## 2.4 Refunds - Risk in value of Digital Currency

We do not offer refunds for purchases. However, where the Purchase Price has been paid in a Digital Currency and You are entitled to a refund for any reason, You agree the refund is to be made in the same form of Digital Currency used in the initial transaction, or at our option in Australian dollars equivalent to the value of the Digital Currency used in the initial transaction on the date the Purchase Price was paid, whether or not that is a greater or lesser sum.

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## 3. Payment Terms

All fees collected by us for the sale of an 2023 U.S. Women's Open ArtBall will be disclosed to You before they are charged. Additional charges applicable to the sale of a 2023 U.S. Women's Open ArtBall such as 'gas fees' are not collected by us and will vary depending when a 2023 U.S. Women's Open ArtBall is purchased.

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## 4. Intellectual Property Licence in 2023 U.S. WOMEN'S OPEN ArtBalls

- (a) The rights in the 2023 U.S. Women's Open ArtBalls which You acquire are limited to those expressly stated in the Licence.
- (b) We offer the Art associated with the 2023 U.S. Women's Open ArtBalls as a limited and revocable license through United States Golf Association & Pebble Beach Company and are subject to separate License annexed to these Terms. You understand that United States Golf Association and Pebble Beach Company exclusively own all rights and interests in and to their respective trademarks, service marks and Art associated with the ArtBalls, including all Intellectual Property Rights

therein, and Run It Wild and United States Golf Association & Pebble Beach Company reserve all rights and ownership in and to the Intellectual Property Rights in the Art associated with any 2023 U.S. WOMEN'S OPEN ArtBalls that are not expressly granted in the Licence.

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## 5. Termination

### 5.1 Termination with cause

These Terms and the Licence may be terminated with immediate effect:

- (a) by us if You breach any of the Purchaser Warranties in clause 6; or
- (b) by us if You breach any obligations under the Licence; or
- (c) by either party if the other party commits any material breach of its obligations under these Terms and fails to remedy such breach (if capable of remedy) within **30 days** of receipt of notice from the non-defaulting party requiring it to do so.

### 5.2 Effect of termination

- (a) Other than as set out below, termination does not affect the rights of the parties which have accrued prior to termination.
- (b) Upon termination of these Terms or the Licence, the rights under the Licence in respect of a 2023 U.S. Women's Open ArtBall purchased by You will immediately cease, including the right to use, display, enjoy the Art associated with any 2023 U.S. Women's Open ArtBalls purchased by You and the right to transfer these rights to another.

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## 6. Acknowledgements

You acknowledge and agree that:

- (a) while it is our intention to use match data to update the 2023 U.S. Women's Open ArtBalls, the data to provide these updates is provided by third parties and in the event that data is incomplete or not available, the provision of updates involving match data may be incomplete or not available;
- (b) we own or are licensed to use, all legal right, title and interest in and to all other elements of the Website, and all Intellectual Property Rights therein (including, without limitation, all Art, designs, systems, methods, information, computer code, software, services, "look and feel", organisation, compilation of the content, code, data, and all other elements of the Website (collectively, **Website Materials**));
- (c) we are licensed to use the "U.S Women's Open" names, logos, and other intellectual property associated therewith ("**USWO IP**") from United States Golf Association, and 'Pebble Beach' names, logos, and other intellectual property associated therewith ("**PB IP**") from Pebble Beach Company, and that all Intellectual Property Rights associated with such "USWO IP" are owned by United States Golf Association and that all Intellectual Property Rights associated with such "PB IP" are owned by Pebble Beach Company (collectively, **2023 U.S. WOMEN'S OPEN IP**);

- (d) You acknowledge and agree that, except for the licensing of the 2023 U.S. Women's Open IP, United States Golf Association and Pebble Beach are not involved in the sale or purchase of the Artballs or use of Digital Wallets, and are not responsible for any transactions associated with the Artballs;
- (e) the Website Materials and U.S. Women's Open IP are protected by copyright, trade dress, patent, and trade mark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Website Materials and 2023 U.S. WOMEN'S OPEN IP are the copyrighted property of us or our licensors, and all trade marks, service marks, and trade names associated with the Website or otherwise contained in the Website Materials and 2023 U.S. WOMEN'S OPEN IP are proprietary to us or our licensors;
- (f) we provide 2023 U.S. Women's Open ArtBalls solely on a proprietary basis and if we transact with You we do so solely on a bilateral basis;
- (g) non-fungible tokens are experimental and if it becomes necessary, due to any regulatory or legal restrictions, that any features of the 2023 U.S. Women's Open ArtBalls be discontinued or removed, we may be required to discontinue or remove those features, with no compensation or refund to You;
- (h) 2023 U.S. Women's Open ArtBalls are not intended for speculative use, are not sold as or represented to be a financial product of any kind and nothing we publish is in any way financial or investment advice to You or any other person;
- (i) 2023 U.S. Women's Open ArtBalls may experience extreme price volatility, including being worthless immediately after purchase or at some later time;
- (j) we do not and cannot guarantee there will be any use for, or any particular price available for any 2023 U.S. Women's Open ArtBalls You purchase from us; and
- (k) we do not represent or guarantee any outcomes, or any financial return from Your acquisition of any 2023 U.S. Women's Open ArtBalls from us, save the ability to Own the 2023 U.S. Women's Open ArtBalls and enjoy the Art the subject of the Licence, conditional upon adherence with the Licence;
- (l) we are not providing and will not provide any fiduciary, advisory, brokerage, exchange or other similar services to You or any other person;
- (m) You are solely responsible for any decision to enter into a transaction to acquire an 2023 U.S. Women's Open ArtBall, including the evaluation of any and all risks related to any such transaction;
- (n) a significant degree of IT sophistication is required to safely deal in and store non-fungible tokens of any kind, including the 2023 U.S. Women's Open ArtBalls, using a Digital Wallet and You represent that You are knowledgeable in this regard;
- (o) we are not a custodian for the purposes of the Corporations Act, and transfers of any 2023 U.S. Women's Open ArtBalls are for transaction purposes only;
- (p) all transactions entered into and conducted under these Terms are deemed to have occurred within the jurisdiction of Victoria, Australia;
- (q) we are not responsible for any Loss caused by Your failure to act in accordance with our policies, procedures or in accordance with our reasonable directions;

- (r) You are responsible for setting up a Digital Wallet that is compatible with and is able to receive the 2023 U.S. Women's Open Artball, and that your purchase may be subject to additional terms and conditions associated with the use of such third-party Digital Wallet, which may include purchase of the Artball from the third-party Digital Wallet provider;
- (s) You acknowledge and understand that the 2023 U.S. Women's Open Artballs are made available via smart contract through the Ethereum public blockchain and we have no control or responsibility to ensure the ongoing availability or accessibility of such public blockchain;
- (t) You purchase 2023 U.S. Women's Open ArtBalls entirely at Your own risk and understanding and we have not made any representations or warranties as to the IT security or ongoing availability of such 2023 U.S. Women's Open ArtBalls or the Art or that Your access to use Your 2023 U.S. Women's Open ArtBalls will be uninterrupted, error-free, timely or secure at all times; and
- (u) You understand and acknowledge that Your ownership of 2023 U.S. Women's Open ArtBalls remains contingent upon You remaining in control of the seed phrases and private key(s) associated with Your Digital Wallet and that we will not store any information in connection with Your Digital Wallet beyond that required for the sale of 2023 U.S. Women's Open ArtBalls.

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## **7. Warranties**

### **7.1 Our Warranties**

We represent and warrant that:

- (a) we own, or have the right to use under licence, the Art in the 2023 U.S. Women's Open ArtBalls; and
- (b) we are entitled to transfer the rights in the 2023 U.S. Women's Open ArtBalls which are set out in the Licence; and
- (c) we will publish a notice before we discontinue or alter the rights or features of any 2023 U.S. Women's Open ArtBalls which You have purchased, noting that given the experimental nature of non-fungible tokens, there may be regulatory or legal requirements which may require that certain rights or features of the 2023 U.S. Women's Open ArtBalls be modified during or following the issue of the 2023 U.S. Women's Open ArtBalls.

### **7.2 Purchaser warranties**

You warrant and assure us that in acquiring any 2023 U.S. Women's Open ArtBalls (whether from us or by means of a Secondary Purchase):

- (a) You are sufficiently experienced and educated to make decisions regarding the procurement or purchase of non-fungible tokens generally, including having sufficient experience in dealing with and storing non-fungible tokens using a Digital Wallet;
- (b) Unless:
  - (1) You are not an Australian citizen or an Australian resident for tax purposes; and

- (2) are not in Australia at the time you purchased the 2023 U.S. Women's Open ArtBall non-fungible token from us,

You must comply with the Notification Protocol within 14 days of purchase of the 2023 U.S. Women's Open ArtBall non-fungible token.

- (c) You have all necessary experience, resources, certificates, licences, permits and approvals to procure or purchase 2023 U.S. Women's Open ArtBalls applicable in Your Jurisdiction, and that any transactions under these Terms or in Your use of the 2023 U.S. Women's Open ArtBalls will be legal under the applicable laws of Your Jurisdiction;
- (d) all information You supply is true and accurate as at the time it is given, and that any Digital Wallet address You provide to us has been generated in accordance with best practice security measures, and no other party, other than You or Your authorised representative, has used, or has access to, the seed phrases, private keys or analogous passwords required to effect transfers from, the Digital Wallet;
- (e) as far as You are aware, there are no facts, circumstances or other information which both:
- (1) You have not fully and fairly disclosed to us in a manner and to an extent that it would impact our ability to make a reasonable assessment of those facts, matters and circumstances prior to entering into a transaction to sell You an 2023 U.S. Women's Open ArtBall; and
- (2) is of such nature and materiality that a reasonable person, had it been made aware of, could not reasonably be expected to consider prior to entering into a transaction for the sale of 2023 U.S. Women's Open ArtBalls;
- (f) You are not, to your knowledge, the subject or the target of any sanctions administered by any sanctions authority of a government (**Sanctions**) and you are not located or resident in a country or territory which is the subject of or target of Sanctions nor will You use the USWO2023 U.S. Women's Open ArtBall in any way in connection with financing or business activities of any person which is the subject of Sanctions or make a Secondary Sale to such a person;
- (g) if we request, You will identify and substantiate the source of funds involved in transactions to acquire 2023 U.S. Women's Open ArtBalls;
- (h) no Digital Currency transferred to us as part of a Purchase Price has been derived from any illegal or unlawful activity;
- (i) You are the lawful owner of any Digital Wallet nominated for delivery of any 2023 U.S. Women's Open ArtBalls and each Digital Wallet is owned and operated solely for Your benefit, and no person has any right, title or interest in Your nominated Digital Wallet; and
- (j) You have had the opportunity to obtain independent legal advice in relation to the terms and effect of these Terms.

### 7.3 Continuous warranties

You represent and warrant to us that each of the Purchaser Warranties is true and accurate, and not misleading or deceptive as at the date of these Terms and, except as expressly

stated, will be true, accurate and not misleading or deceptive each time any 2023 U.S. Women's Open ArtBalls are provided to You.

#### 7.4 **Notification**

You must disclose to us anything that has or will constitute a material breach of a Purchaser's Warranty or cause a Purchaser's Warranty to be untrue or inaccurate, as soon as You become aware of it.

#### 7.5 **Mutual warranties**

Each party warrants and assures the other party that:

- (a) if it is a company, it is duly incorporated and validly exists under the law of its place of incorporation;
- (b) it is not subject to an Insolvency Event; and
- (c) these terms constitute a legal, valid and binding terms enforceable in accordance with its terms by appropriate legal remedy.

#### 7.6 **Consumer Guarantees**

- (a) Certain legislation, including the Australian Consumer Law (**ACL**) contained in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations, may provide You with rights, warranties, guarantees and remedies relating to Your purchase of any 2023 U.S. Women's Open ArtBalls which cannot be excluded, restricted or modified in these Terms (**Statutory Rights**).
- (b) Nothing in these Terms does, or is intended to, exclude any Statutory Rights to which You are entitled.

#### 7.7 **Knowledge and awareness**

Where a warranty is given 'to the best of a party's knowledge, belief and awareness', or 'as far as the party is aware' or with a similar qualification as to the relevant party's awareness or knowledge, the party giving the warranty will be deemed to know or be aware of a particular fact, matter or circumstance if that party's directors or senior management employees are aware of that fact, matter or circumstance, or would have become aware if they had made reasonable enquires as at the date of these Terms.

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### 8. **Indemnity**

- (a) You agree to defend indemnify, and hold harmless us and our licensors, including United States Golf Association and Pebble Beach Company, and each of our respective Personnel, and will keep us and our Personnel indemnified at all times to the fullest extent permitted by law in respect of any Loss or Claim which such parties or our respective Personnel may suffer, sustain or incur arising from, or connected with, a breach of a Purchaser Warranty without limitation.
- (b) In addition, You must defend, indemnify, and hold harmless us and our licensors, including United States Golf Association and Pebble Beach Company, and each of our respective Personnel, and keep us, and our licensors, including United States Golf Association and Pebble Beach Company, and our respective Personnel indemnified at all times to the fullest extent permitted by law in respect of any Claim which such

parties or our respective Personnel may suffer, sustain or incur arising from, or connected with, any breach of these Terms, other than a breach of a Purchaser Warranty, or any breach of all applicable laws, except to the extent that the Loss, or a portion of the Loss, in respect of the Claim was caused by the negligent act or omission of us or our Personnel.

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## **9. Limitation of liability**

### **9.1 Limitation of liability**

In the absence of a material breach of these Terms by us or the gross negligence, fraud or wilful misconduct by us when providing 2023 U.S. Women's Open ArtBalls to You, we and our licensors, including United States Golf Association and Pebble Beach Company, will not be liable to You on account of anything done, omitted or suffered by us acting in good faith when providing any 2023 U.S. Women's Open ArtBalls to You pursuant to these Terms, including in respect of a Force Majeure Event, or act by us or our licensors to discontinue or remove any features of the 2023 U.S. Women's Open ArtBalls required to meet any regulatory or legal restriction.

### **9.2 Third party services**

Subject to clause 8.1, neither we nor our licensors, will be liable for the performance, errors or omissions of unaffiliated third parties or decentralised networks including (by way of example and without limitation): blockchain networks (whether private/permissioned or public), courier companies, national postal services, telecommunications and other companies not under our reasonable control such as entities providing processing and payment or transaction services (including "Layer 2" or similar "roll-up" or optimisation services), banking partners, custody services, market making services and/or third party pricing services, and decentralised blockchain networks upon which any non-fungible token depends, or forks of those blockchains.

### **9.3 Compliance with laws – No monitoring responsibilities**

We, and our licensors, will have no liability or responsibility for Your compliance with laws or regulations governing the transfer and use of any 2023 U.S. Women's Open ArtBalls. Further, You are solely responsible for compliance with all applicable requirements of any laws, rules, and regulations of governmental authorities in Your Jurisdiction.

### **9.1 No liability for consequential loss**

Neither party, nor our licensors, will be liable to the other for any Loss or Claim in the nature of consequential or indirect loss, including without limitation loss of profits, loss of chance, loss of expectations, or loss or opportunity.

### **9.2 Liability Cap**

Our and our licensors total liability to You under any circumstances is limited to the amount for which any 2023 U.S. Women's Open ArtBalls were originally sold by us to You and we shall not be liable for any amount above that sum.

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## **10. Tax**

- 10.1 The Purchase Price for any 2023 U.S. Women's Open ArtBalls is inclusive of any applicable Sales Tax if sold to an Australian resident, otherwise all sales are exclusive of any Sales Tax.
- 10.2 If any additional Sales Tax is applicable by virtue of any law under Your Jurisdiction, You agree to either (at our discretion):
- (a) pay such amount as is payable on behalf of us, and inform us of that payment forthwith; or
  - (b) upon demand by us, pay such amount to us.
- 10.3 Any reference to a cost or expense incurred by a party in these Terms excludes any amount of Sales Tax forming part of the relevant cost or expense when incurred by the party for which the party can claim an input tax credit.
- 10.4 Subject to clause 10.2, each party is solely responsible for any taxation which arises as a result of dealing in the 2023 U.S. Women's Open ArtBalls, including capital gains or income tax and You shall have no Claim for any Loss against us in respect of any taxation amounts You are due to pay howsoever such amounts arise.

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## **11. Notices**

- 11.1 Unless a provision of these Terms expressly state otherwise, a notice, consent, approval, waiver or other communication (notice) in connection with these Terms must be in writing and in English and sent to, in the case of us, our nominated email, of in the case of You, to Your nominated email or published on the Website with public access to such notice.
- 11.2 Any notice will be deemed to be received within 24 hours of sending the electronic message (unless a rejection message is received) or publication online at our Website.
- 11.3 A party must immediately notify the other party in writing of any changes to its contact details.

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## **12. Disputes**

### **12.1 Proceedings suspended**

You must not begin legal proceedings in connection with a dispute arising out of or in connection with these Terms unless the steps in this clause 11 have been followed. However, this limitation does not apply:

- (a) to a party who wants to apply for equitable relief or urgent interlocutory relief; or
- (b) to a party who attempts in good faith to comply with clauses 11.2, 11.3 and 11.4 but cannot do so because the other party does not comply with those clauses.

### **12.2 Notice of dispute**

If a dispute arises out of or in connection with these Terms (including the validity, breach or termination of it), a party may notify the other party to the dispute. The notice must specify the dispute and indicate that the notifying party wants the dispute to be referred to mediation.

### 12.3 Commencement of mediation

- (a) If the dispute is not resolved within **10 Business Days** after a notice under clause 11.2 has been served (**Notice Period**), the dispute is by this clause 11.3 submitted to mediation.
- (b) The mediation must be conducted in Victoria, Australia in accordance with the mediation guidelines / rules of the Resolution Institute, save any process in these Terms which is inconsistent with those guidelines or rules will take precedence to the extent of any inconsistency.
- (c) If the parties have not agreed on the mediator and the mediator's remuneration within **5 Business Days** after the end of the Notice Period:
  - (1) the mediator is the person appointed by; and
  - (2) the remuneration of the mediator is the amount or rate determined by,  
  
the President of the Law Institute of Victoria or the President's nominee, acting on the request of any party.

### 12.4 If dispute not resolved

If the dispute is not resolved within **1 month** after the appointment of the mediator, You may take legal proceedings in connection with the dispute.

### 12.5 Confidentiality

Each party must keep confidential, all information relating to the subject matter of a dispute as disclosed during or for the purposes of dispute resolution under this clause 11, unless that party is compelled by a regulatory or government authority, court or tribunal to disclose that information.

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## 13. General

### 13.1 Governing law and jurisdiction

These Terms are governed by the laws of Victoria and Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria and the Victorian division of the Federal Court of Australia and the courts of appeal from them.

### 13.2 Amendment

We reserve the right to amend these Terms from time to time in our absolute discretion. Amendments will be effective as soon as such changes are notified to You in writing from time to time.

### 13.3 Precedence

Where there is inconsistency between these Terms and other content displayed as part of the Website, the content of these Terms will prevail to the extent of any inconsistency

#### 13.4 **Force Majeure**

We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstances beyond our reasonable control (including but not limited to epidemics, pandemics, blockchain congestion or attacks, sanctions or orders, whether known or unknown at the time the parties enter into these Terms) (**Force Majeure Event**).

#### 13.5 **Waiver**

A provision of these Terms or a right created under it may not be waived except in writing signed by the party granting the waiver.

#### 13.6 **Exercise of a right**

A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.

#### 13.7 **Remedies cumulative**

The rights and remedies provided in these Terms are in addition to, and not exclusive of the rights and remedies provided by law independently of these Terms.

#### 13.8 **No merger**

The rights and obligations of the parties (including under the warranties) will not merge on completion of any transaction under these Terms. They will survive and continue after the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

#### 13.9 **Assignment**

- (a) These Terms are for the benefit of the parties and their successors and assigns. The parties and their successors and assigns are bound by these Terms.
- (b) It is a condition of any assignment of an 2023 U.S. Women's Open ArtBall non-fungible token (and the associated Licence) by You to a Secondary Purchaser that You must provide the Secondary Purchaser with a link to these Terms or copy of these Terms and advise the Secondary Purchaser that these Terms govern their ownership of the 2023 U.S. Women's Open ArtBall non-fungible token (and the associated Licence) in accordance with clause 2.1(c). No assignment of an 2023 U.S. Women's Open ArtBall non-fungible token (and the associated Licence) by You to a Secondary Purchaser is valid unless You can demonstrate compliance with this clause 13.9(b).
- (c) We may assign our rights under these Terms without Your consent, including at any time.

#### 13.10 **Severance**

If any provision of these Terms are void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction (including Your Jurisdiction), then in that jurisdiction only the provision must be read down to the extent it can be to save it, but if it cannot be saved by

reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of these Terms nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

#### 13.11 Entire agreement

- (a) These Terms, together with the Licence, constitute the entire agreement of the parties in respect of the subject matter of these Terms and supersedes all prior discussions, representations, undertakings and agreements.
- (b) None of our agents or representatives are authorised to make any representations, conditions or agreements not expressed by us in writing nor are we bound by any such statements.

#### 13.12 Further assurances

Each party must, at its own expense, do everything reasonably necessary to give effect to these Terms and the transactions contemplated by it, including but not limited to the execution of documents.

#### 13.13 Relationship

Nothing in these Terms constitutes the parties as partners or agents or advisors or fiduciaries of the other and no party has any authority to bind the other legally or equitably save as expressly stated in these Terms.

#### 13.14 Knowledge

In these Terms, a reference to the awareness or knowledge by You is a reference to the actual knowledge, information and belief You have as at the date of any transaction taking place pursuant to these Terms.

#### 13.15 Costs

Each party must pay its own fees, costs and expenses incurred by it incident to or in connection with the negotiation, preparation, execution, delivery and completion of these Terms and the transactions contemplated by these Terms including without limitation its own legal, accounting and corporate advisory fees.

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### 14. Definitions

In these Terms:

**2023 U.S. Women's Open ArtBall** means the ERC-721 standard cryptographically secured non-fungible tokens generated by the minting process and known as "2023 U.S. Women's Open ArtBall" and offered for sale by us to You;

**Art** means the art, design, wording and drawings (in any form or media, including, without limitation, video or photographs) that are associated with an 2023 U.S. Women's Open ArtBall that You Own;

**Business Day** means any day except a Saturday or a Sunday or other public holiday in Victoria, Australia;

**Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, however arising whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to these Terms and where and to the extent the context permits, includes all associated Loss;

**Corporations Act** means the *Corporations Act 2001* (Australia);

**Digital Currency** means a cryptographically secured virtual currency or virtual asset which we identify as an acceptable means of payment or transacting with us;

**Digital Wallet** means the applicable public key or wallet address, account or storage device which we choose to support for the delivery of the 2023 U.S. Women's Open ArtBalls;

**Insolvency Event** means the happening of any of the following events in relation to a body corporate:

- (a) the body corporate becomes an externally-administered body corporate;
- (b) a person is appointed a controller (as defined in section 9 of the Corporations Act), administrator, receiver, provisional liquidator, trustee for creditors in bankruptcy or an analogous appointment is made in respect of the body corporate;
- (c) in Australia, the body corporate is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Act;
- (d) the body corporate suspends payment of its debts, or enters, or takes any step towards entering, a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (e) a secured creditor of the body corporate enforces its security in relation to its debt for an amount in excess of \$50,000; or
- (f) the body corporate is, or its directors state that it is, unable to pay its debts as and when they become due and payable;

**Intellectual Property Rights** means any and all present and future intellectual property rights, conferred by statute, at common law or in equity and wherever existing, including:

- (a) patents, inventions, discoveries, designs, copyright, moral rights, trade marks, service marks, trade names, brand names, business names, product names, domain names or rights in designs, art, images, drawings, know how, product names, trading styles, get-up, processes, methodologies, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights or other rights of a similar nature arising or capable of arising under statute or at common law anywhere in the world;
- (c) other intellectual property as defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation* 1967;
- (d) any registration of any of those rights or any registration of any application referred to in paragraph (b); and

(e) all renewals and extensions of these rights;

**Loss** includes any loss, damage, cost, charge, liability or expense (including legal costs and expenses);

**Notification Protocol** means the provision of a notice by sending email to [contact@runitwild.com.au](mailto:contact@runitwild.com.au) stating that you are an Australian tax resident and/or were in Australia at the time you purchased the 2023 U.S. Women's Open ArtBall and specifying the details of the 2023 U.S. Women's Open ArtBall you purchased;

**Own** means, with respect to an 2023 U.S. Women's Open ArtBall that You have purchased or otherwise rightfully acquired from a legitimate source, where proof of ownership is recorded on a blockchain system and the owner controls the private key associated with a Digital Wallet to which an 2023 U.S. Women's Open ArtBall is associated or located;

**Personnel** means any employee, contractor, subcontractor, agent, partner, shareholder, ultimate beneficial owner, director or officer of a party;

**Privacy Policy** means the privacy policy on the Website as may be varied from time to time;

**Purchase Price** means the amount advertised for the purchase (whether whitelisted early release or public sale) of any 2023 U.S. Women's Open ArtBalls, which may be denominated in a Digital Currency;

**Purchaser Warranties** means the warranties set out in clause 6.2.

**Sales Tax** means any form of value added tax including GST as defined in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or other similar sales tax in other jurisdictions;

**Secondary Purchaser** means a person who has purchased or otherwise rightfully acquired from a legitimate source, an 2023 U.S. Women's Open ArtBall we have issued, where proof of ownership is recorded on a blockchain system and where the person rightfully controls the private key associated with the Digital Wallet in which the 2023 U.S. Women's Open ArtBall is associated; and

**Third Party IP** means any third party Intellectual Property Rights;

**Website** means <https://usga.artball.io/> and/or any other website we may operate from time to time offering the 2023 U.S. Women's Open ArtBalls for sale;

**Website Terms** means the terms and conditions on the Website as may be varied from time to time; **You** means you as the initial purchaser, and upon a Secondary Purchase, means the Secondary Purchaser of the 2023 U.S. Women's Open ArtBall and **Your** has a corresponding meaning;

**Your Jurisdiction** means the country or state where You are ordinarily resident or from which You enter into any agreement with us.

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## 15. Interpretation

The following rules of interpretation apply in these Terms unless the context requires otherwise:

(a) singular includes plural and plural includes singular;

- (b) reference to legislation includes any amendments to it, any legislation substituted for it, and any statutory instruments issued under it and in force;
- (c) reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- (d) reference to a thing (including a right) includes a part of that thing;
- (e) reference to a party includes that party's personal representatives, successors and permitted assigns;
- (f) references to time mean that time in Victoria, Australia;
- (g) if a party comprises two or more persons:
  - (1) reference to a party means each of the persons individually and any two or more of them jointly;
  - (2) a promise by that party binds each of them individually and all of them jointly;
  - (3) a right given to that party is given to each of them individually;
  - (4) a representation, warranty or undertaking by that party is made by each of them individually;
- (h) headings do not affect interpretation;
- (i) another grammatical form of a defined expression has a corresponding meaning;
- (j) a provision must not be construed against a party only because that party put the provision forward; and
- (k) a provision must be read down to the extent necessary to be valid; if it cannot be read down to that extent, it must be severed.

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## Annexure – Licence Terms

### Summary of Licence

- The following are the terms of Licence granted under the 2023 U.S. Women's Open ArtBall Terms of Sale to which this document is an annexure.
- 2023 U.S. Women's Open ArtBalls are intended to be a collectible and commemorative keepsake of the 2022 Australian Open.
- Ownership of an 2023 U.S. Women's Open ArtBall is subject to the important conditions of the 2023 U.S. Women's Open ArtBall Terms of Sale and this Licence. You must read and ensure You agree to the 2023 U.S. Women's Open ArtBall Terms of Sale and this Licence before buying an 2023 U.S. Women's Open ArtBall (whether from us or on the secondary market).
- The Secondary Sale of an 2023 U.S. Women's Open ArtBall is permitted on the terms set out in the 2023 U.S. Women's Open ArtBall Terms of Sale and this Licence. Upon the Secondary Sale of an 2023 U.S. Women's Open ArtBall, the Secondary Purchaser must be bound by the 2023 U.S. Women's Open ArtBall Terms of Sale and this Licence.
- To protect the 2023 U.S. Women's Open and Pebble Beach brand the 2023 U.S. Women's Open ArtBall collection, and our community, the Licence granted for the Art associated with each 2023 U.S. Women's Open ArtBall has some important limitations, specifically on the use of 2023 U.S. Women's Open ArtBalls for commercial purposes or in connection with damaging behaviour, for example hate crimes or racism.
- Run It Wild, United States Golf Association & Pebble Beach Company and our licensors retain all Intellectual Property Rights in the U.S. Women's Open names and logos, Pebble Beach names and logos, and Art associated with an 2023 U.S. Women's Open ArtBall other than as expressly set out in this document.

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## 1. Grant of Licence

- 1.1 We, Run It Wild Pty Ltd (ACN 158 545 272) (**Run It Wild, us, we**) grant, to the owner of an 2023 U.S. Women's Open ArtBall we have issued (**Licensee, You**), for the time that You are an owner of an 2023 U.S. Women's Open ArtBall and subject always to Your strict compliance with this Licence and specifically clauses 2, 3 and 4 below, a limited and revocable licence to use, display and enjoy the 2023 U.S. WOMEN'S OPEN IP and Art associated with that 2023 U.S. Women's Open ArtBall:

- (a) solely for Your personal and non-commercial use and display;
- (b) worldwide, on a non-exclusive basis; royalty-free; and
- (c) transferrable only via a Secondary Sale conducted strictly in accordance with the 2023 U.S. Women's Open ArtBall Terms of Sale and the terms set out herein,

(**Licence**).

- 1.2 The use and display under the Licence includes the right for You to display the Art associated with Your 2023 U.S. Women's Open ArtBall:
- (a) as part of an online gallery which displays the Art associated with an 2023 U.S. Women's Open ArtBall; or
  - (b) as part of a Marketplace that permits the sale or transfer of an 2023 U.S. Women's Open ArtBall provided that the marketplace has mechanisms in place to:
    - (1) verify the owners' rights to display and sell their 2023 U.S. Women's Open ArtBall; and
    - (2) ensure that each subsequent purchaser or owner of an 2023 U.S. Women's Open ArtBall acquires the ArtBall with notice of this Licence.
- 1.3 Except as expressly stated herein, nothing in this Licence is intended to, or shall operate to, give You ownership of any Intellectual Property Rights in, or other rights in respect of the 2023 U.S. WOMEN'S OPEN IP or Art in an 2023 U.S. Women's Open ArtBall.
- 1.4 For the avoidance of doubt, any individual layered files, traits and 2023 U.S. WOMEN'S OPEN IP and Art associated with any 2023 U.S. Women's Open ArtBall may not be used individually, separately or in combination of each other, other than as provided for under this Licence.
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## **2. Restrictions on Use**

- 2.1 You must not:
- (a) reproduce, or make a substantial reproduction of the Art or an 2023 U.S. Women's Open ArtBall, including the 2023 U.S. WOMEN'S OPEN IP; or
  - (b) modify or make an adaptation of the Art, an 2023 U.S. Women's Open ArtBall, or any part thereof, including the 2023 U.S. WOMEN'S OPEN IP (e.g., a Counterfeit NFT); or
  - (c) seek to use the 2023 U.S. WOMEN'S OPEN IP, the Art or an 2023 U.S. Women's Open ArtBall for commercial gain, excluding a bona fide Secondary Sale in accordance with the 2023 U.S. Women's Open ArtBall Terms of Sale and this Licence; or
  - (d) associate or display the 2023 U.S. WOMEN'S OPEN IP or Art in connection with images depicting hatred, violence, intolerance, cruelty, racism or other inappropriate behaviour that could be reasonably considered to bring us or our licensors (including United States Golf Association & Pebble Beach Company Limited), into disrepute, or that could be reasonably considered to infringe on the rights of others; or
  - (e) associate or display the 2023 U.S. WOMEN'S OPEN IP or Art in connection with could be reasonably considered to be political comment; or
  - (f) seek to trade mark or acquire Intellectual Property Rights in the 2023 U.S. WOMEN'S OPEN IP or the Art; or take, appropriate, or represent any ownership in the 2023 U.S. WOMEN'S OPEN IP or the Art; or
  - (g) cause, directly or indirectly, the further issue of any non-fungible token which claims an association with the 2023 U.S. WOMEN'S OPEN IP Art or 2023 U.S. Women's Open ArtBalls or which purports to be a non-fungible token of the Art or which is a derivative work of the Art; or
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- (h) assert any right to or over the 2023 U.S. WOMEN'S OPEN IP or the Art in any manner inconsistent with the rights under this Licence; or
- (i) take any action which would or might be seen to:
  - (1) invalidate, challenge, oppose, infringe, or otherwise put in dispute our or our licensor's title to any Intellectual Property Rights in the 2023 U.S. WOMEN'S OPEN IP or the Art; or
  - (2) disparage us or our licensors (including United States Golf Association & Pebble Beach Company); or
- (j) cause, permit, or assist any other person directly or indirectly to do any of the above acts.

2.2 As a condition of the grant of this Licence, You acknowledge and agree that the Art associated with any 2023 U.S. Women's Open ArtBall You own contains Third Party IP, including the 2023 U.S. WOMEN'S OPEN IP and all other Intellectual Property Rights owned by United States Golf Association & Pebble Beach Company, and that:

- (a) You will not have the right to use such Third Party IP in any way except as incorporated in the Art, and subject to this terms and conditions of this Licence;
- (b) depending on the nature of the licence granted from the owner of the Third Party IP, we may need to, subject to our discretion, place additional restrictions on this Licence; and
- (c) to the extent that we inform You in writing of additional restrictions under clause 2.2(b) of this Licence, that You will be responsible for complying with all such restrictions from the date that You receive such written notice, and that failure to do so will be deemed a breach of this Licence.

2.3 For the avoidance of any doubt:

- (a) the restrictions on the Licence survive termination or assignment transfer of this Licence;
- (b) this Licence applies to a party during the period that the party owns the 2023 U.S. Women's Open ArtBall and upon sale of that 2023 U.S. Women's Open ArtBall to another party as a Secondary Sale, the Licence is assigned to the purchaser of the 2023 U.S. Women's Open ArtBall and the seller's rights under the Licence cease. The seller must draw to the purchaser's attention the contents of this Licence prior to sale; and
- (c) the sale of an 2023 U.S. Women's Open ArtBall to a bona fide Secondary Purchaser in accordance with the terms of the Terms and License does not constitute a "commercial use" of that 2023 U.S. Women's Open ArtBall for the purposes of this Licence.

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### 3. Commercial and derivative rights

- 3.1 The Intellectual Property Rights in all aspects of the Art and the 2023 U.S. WOMEN'S OPEN IP is owned or licensed by us.
- 3.2 You must not use any of the Art, the 2023 U.S. WOMEN'S OPEN IP, or any 2023 U.S. Women's Open ArtBall for commercial use or benefit of any kind outside of the uses set out in this Licence without our prior written consent.

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### 4. Secondary Sales

- 4.1 During the period of Your ownership of an 2023 U.S. Women's Open ArtBall to which these Licence Terms applies, You (**Transferor**) have a limited right to transfer the 2023 U.S. Women's Open ArtBall and the rights to the Art provided by this Licence (**Secondary Sale**), to a bona fide purchaser (**Secondary Purchaser**), provided that:
- (a) prior to the transfer, You are not in breach of this Licence; and
  - (b) the Secondary Purchaser accepts all of the terms set out in this Licence; and
  - (c) the Secondary Purchaser is not, to your knowledge, the subject or the target of any sanctions administered by any sanctions authority of a government (**Sanctions**) and are not located or resident in a country or territory which is the subject of or target of Sanctions nor will use the 2023 U.S. Women's Open ArtBall in any way in connection with financing or business activities of any person which is the subject of Sanctions; and we are paid the Revenue Share of the gross amounts paid by the Secondary Purchaser in the Secondary Sale, whether the purchase price is paid directly or caused to be paid in consideration for the transaction but framed as being a payment for something else.
- 4.2 For the avoidance of doubt, the Revenue Share referred to at clause 4.1(c) does not include, and is not intended to cover, any additional fees imposed or required by the platform through which any Secondary Sale is being conducted, which fees will be the sole responsibility of the Transferee.
- 4.3 Upon the Secondary Sale of any 2023 U.S. Women's Open ArtBall this Licence is deemed to have transferred to the Secondary Purchaser. That ownership will be subject to, and conditional upon, compliance with the terms of this Licence and the 2023 U.S. Women's Open ArtBall Terms of Sale.
- 4.4 With immediate effect upon the Secondary Sale of an 2023 U.S. Women's Open ArtBall, any rights under this Licence and the 2023 U.S. Women's Open ArtBall Terms of Sale, in favour of the Transferor, shall cease.

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### 5. Termination

- 5.1 In the event that You breach any of the terms of this Licence or the 2023 U.S. Women's Open ArtBall Terms of Sale, we may terminate this Licence without notice and may take further steps including publishing the termination of this Licence and/or taking steps to seek to block

the Art or the listing of an 2023 U.S. Women's Open ArtBall the subject of termination from any third party sites.

- 5.2 Upon termination, any right to use the Art associated with an 2023 U.S. Women's Open ArtBall which is Owned, whether under this Licence or otherwise, immediately ceases.

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## 6. Definitions

In this document:

**2023 U.S. Women's Open ArtBall** means the ERC-721 standard cryptographically secured non-fungible tokens generated by the minting process and known as "2023 U.S. Women's Open ArtBall";

**Art** means any art, design, wording and drawings (in any form or media, including, without limitation, video or photographs) that are associated with an 2023 U.S. Women's Open ArtBall;

**Counterfeit NFT** means a non-fungible token that contains art that is identical or substantially indistinguishable from an 2023 U.S. Women's Open ArtBall, including a non-fungible or fungible token:

- (a) described as a knock-off, replica, imitation, clone, faux, fake, mirror image, or similar term used to describe a non-fungible token or fungible token; or
- (b) that mimics the layers, features or traits of any 2023 U.S. Women's Open ArtBall,

in an attempt to pass it off as a genuine 2023 U.S. Women's Open ArtBall;

**Digital Wallet** means the applicable public key or wallet address, account or storage device which we choose to support for the delivery of the 2023 U.S. Women's Open ArtBalls;

**Intellectual Property Rights** means any and all present and future intellectual property rights, conferred by statute, at common law or in equity and wherever existing, including:

- (a) patents, inventions, discoveries, designs, copyright, moral rights, trade marks, service marks, trade names, brand names, business names, product names, domain names or rights in designs, art, images, drawings, know how, product names, trading styles, get-up, processes, methodologies, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights or other rights of a similar nature arising or capable of arising under statute or at common law anywhere in the world;
- (c) other intellectual property as defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation* 1967;
- (d) any registration of any of those rights or any registration of any application referred to in paragraph (b); and
- (e) all renewals and extensions of these rights.

**Marketplace** means a software platform or software (including a Blockchain digital wallet) which permits the transfer, purchase or sale of non-fungible tokens, including the 2023 U.S. Women's Open ArtBall;

**Revenue Share** means **7.5%**;

**Secondary Sale** means a sale involving the transfer of an 2023 U.S. Women's Open ArtBall non-fungible token from one party to a subsequent transferee that occurs after the initial sale of that 2023 U.S. Women's Open ArtBall non-fungible token by us to a party;

**Secondary Purchaser** means a person who has purchased or otherwise rightfully acquired from a legitimate source, an 2023 U.S. Women's Open ArtBall we have issued, where proof of ownership is recorded on a blockchain system and where the person rightfully controls the private key associated with the Digital Wallet in which the 2023 U.S. Women's Open ArtBall is associated;

**Third Party IP** means any third party Intellectual Property Rights;

**Website** means <http://usga.artball.io/> and/or any other website we may operate from time to time; and

**You** means you as the initial purchaser, and upon a Secondary Purchase, means the relevant Secondary Purchaser of the 2023 U.S. Women's Open ArtBall and **Your** has a corresponding meaning.