

Digital Collectibles Terms and Conditions

Lunar New Year 2026 Series

3 FEBRUARY 2026

Important:

You must read the entirety of these Terms and Conditions carefully before making any decision in relation to the Digital Collectible. You should also monitor the Website for any announcements from Australia Post as these may provide useful information relevant to Digital Collectibles.

These Terms and Conditions apply to the Digital Collectibles only and not any Physical Stamps, unless otherwise stated. Physical Stamps are subject to separate Terms and Conditions available on the Website. By acquiring a Physical Stamp and activating, interacting with or using the Digital Collectible, you agree to bound by, and comply with, these Terms and Conditions.

You should always determine for yourself the relevance of the information contained in these Terms and Conditions and related materials to your own situation. Any decision in relation to a Digital Collectible should be based upon such independent investigation and advice as you deem necessary. These Terms and Conditions should not be considered as a recommendation by any person or the offer of any regulated product. In particular, you should not acquire any Digital Collectible unless you have read and understood these Terms and Conditions and all other relevant materials and fully understand the Digital Collectible, including at least:

- the nature and purpose of the Digital Collectibles and their context;
- the Terms and Conditions;
- the Terms and Conditions governing Physical Stamps;
- the procedure required to acquire Digital Collectibles; and
- the nature and extent of the risks related to the Digital Collectibles, including those set out in the Risk Disclosures.

A Digital Collectible is for novelty purposes only. It only provides access to an image, subject to these Terms and Conditions. It is not intended for investment, risk management or payment purposes or for generating a financial return or other benefit beyond the use described above. Nor is the Digital Collectible intended to function as a medium of exchange or store of economic value, or to be convertible into another digital representation of value or money. The Digital Collectible is “soul-bound” (non-transferable on the relevant blockchain) and functions as a novelty collectible only.

These Terms and Conditions are neither a prospectus nor a solicitation for investment and does not pertain in any way to an offering of financial products or any other regulated products or services in any jurisdiction. These Terms and Conditions, the Digital Collectibles have not been, and will not be, registered under any legal or regulatory regime, nor have they been reviewed or approved by any regulatory authority. Further, these Terms and Conditions and any other material are not intended to be construed as an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale would be unlawful.

**Digital collectibles are not available to all persons in all jurisdictions.
Please contact us if you would like further details.**

If you have any questions, please contact us at australianstamp@auspost.com.au or by calling 1800 331 794.



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A Terms that apply

Australia Post intends to engage in the Digital Collectible in accordance with the Terms and Conditions. The Terms and Conditions set out in this document include:

- Section B (“What else do you need to read?”);
- Section C (“Terms and conditions of the digital collectible”);
- Section D (“Licence grant”);
- Section E (“General”);
- Section F (“Risk disclosures”); and
- Section G (“Definitions of the terms and conditions”) (terms defined in the Terms and Conditions are shown as capitalised).

By acquiring a Digital Collectible, you agree to be bound by the Terms and Conditions, unless a separate written agreement is entered into between you and Australia Post which expressly states otherwise. You should carefully consider the risks as set out in the Risk Disclosures.

Unless expressly provided elsewhere, the Terms and Conditions constitute the agreement between you and Australia Post in respect of the Digital Collectible. When acquiring the corresponding Physical Stamp, you agree that you have received, read and agreed to the content of these Terms and Conditions, including the Terms and Conditions and the Risk Disclosures.

Nothing in the Terms and Conditions in any way detracts, subrogates or modifies any other rights and obligations between you and Australia Post, or between you and any other third party with whom you may interact, in connection with the Digital Collectible or the Physical Stamp.

Nothing in these Terms and Conditions or any other material provided by Australia Post or its Associates should be construed as a recommendation to acquire or use a Digital Collectible.

B What else do you need to read?

An overview of the Digital Collectible is contained on the Website. However, you must still read and understand the Terms and Conditions in full before acquiring a Digital Collectible. Please also read:

- the Terms and Conditions applicable to the Physical Stamp; and
- the terms applicable to the Website, available at <https://auspost.com.au/terms-conditions>.

Australia Post only issues the Terms and Conditions in English. If you are reading these Terms and Conditions in a language other than English, please read the latest English version before purchase. Only the English version is legally binding. It prevails to the extent of any inconsistency.

You can also sign up for announcements about Digital Collectibles at <https://collectables.auspost.com.au/>. Any material that Australia Post provides, other than the Terms and Conditions, is for general informational purposes only, unless otherwise stated. It does **not** form part of the Terms and Conditions.

C Terms and conditions of the digital collectible

This Section C (“Terms and conditions of the digital collectible”) applies to all Digital Collectibles. All Users are subject to this Section C.

1 Acquisition of a Digital Collectible

1.1 A Digital Collectible can be acquired via the following process:

(a) **Identifying the Physical Stamp to purchase** – A User identifies the type of Physical Stamp they wish to purchase. Details about each Physical Stamp are set out on the Website and in-store at all Australia Post shops.

(b) **Purchasing a Physical Stamp** – A User can acquire the Physical Stamp:

(i) *online* – via the Website; or

(ii) *in-person* – in-store at participating Australia Post shops.

The price and other terms applicable to each Physical Stamp are set out on the Website and in-store at participating Australia Post shops.

(c) **Receiving the Activation Code** - Once a User pays for the Physical Stamp, they will receive a packet containing the Physical Stamp together with one or more Activation Codes.

(d) **Accessing the Digital Collectible via the Activation Code** - A User can use the Activation Code to access their Digital Collectible. Once the User uses the Activation Code and clicks on the related link, steps will appear on how to access the Digital Collectible. The User will need to follow these steps to access the Digital Collectible. The Digital Collectible will be recorded in the User’s Digital Wallet.

(e) **Obtaining a licence to use the Digital Collectible** - On completion of the above steps, the User obtains a licence from Australia Post to download, view, display, and use the Image as part of the Digital Collectible, for personal use. By accessing the Digital Collectible via an Activation Code, the User automatically receives this licence. Please refer to Section D for more details on the licence grant.

2 Digital Collectibles are free bonus counterparts

2.1 There are no payments or fees associated with the Digital Collectible. The Digital Collectible is a free counterpart that accompanies a Physical Stamp.

3 There are different Digital Collectibles that may be available

3.1 There are different types of Physical Stamps and therefore different types of Digital Collectibles. Each Physical Stamp has its own Digital Collectible counterpart and each Digital Collectible involves an Image with its own unique identification number. For the avoidance of doubt, an Image may be associated with more than one Digital Collectible.

3.2 There is a predefined number of each type of Physical Stamp and Digital Collectible. Once sold out or if Australia Post, at its discretion, no longer makes available Physical Stamps and Digital Collectibles, Users will not be able to acquire such Physical Stamps and Digital Collectibles from Australia Post.

4 Nature of the Digital Collectible

4.1 Each Digital Collectible is designed only for use in the manner expressly described in the Terms and Conditions.

- 4.2 Each Digital Collectible only represents a personal licence that is granted pursuant to Section D (“Licence grant”) of the Terms and Conditions.
- 4.3 Digital Collectibles do not have any other rights, use, purpose, value, attributes, functionalities or features, whether expressed or implied. Digital Collectibles are not intended for investment, risk management or payment purposes or for generating a financial return or other benefit beyond the use described above. Nor is the Digital Collectible intended to function as a medium of exchange or store of economic value, or to be convertible into another digital representation of value or money. Neither Australia Post nor anyone else is obliged to acquire any Digital Collectibles from you nor anyone else at any time.
- 4.4 Without limiting the generality of clause 4.3, Digital Collectibles are not intended to be, nor should they be construed as, any kind of:
- (a) currency, legal tender, money, deposit, medium of exchange or store of economic value, whether fiat or otherwise, nor any substitute for such currency, legal tender, money or deposit;
 - (b) a facility to make non-cash payments, make a financial investment or manage a financial risk, as contemplated by section 763A of the Corporations Act;
 - (c) any other “financial product” or “financial service”, in each case as defined in the Corporations Act;
 - (d) a “digital currency”, as defined in the *Anti-Money Laundering and Counter-Financing of Terrorism Act 2006* (Cth) or a “virtual asset”, as defined in its successor statute;
 - (e) any right, title, interest or benefit whatsoever in whole or in part, in Australia Post or its assets;
 - (f) any commodity that any person is obliged to redeem, purchase, acquire or access; or
 - (g) the offer of any product or service that is regulated, and for which the Australia Post does not (or will not at the necessary time) have the requisite licence or approval.
- 4.5 Digital Collectibles are not guaranteed or secured by any person, asset, entity, organisation, scheme, venture or project (including Australia Post) in any way.

5 Accessing the Digital Collectibles

- 5.1 Each Physical Stamp is accompanied by one or more Activation Codes which gives Users the ability to access its Digital Collectible counterpart and the corresponding Image.
- 5.2 Each Digital Collectible is generally accessible for so long as the relevant blockchain network remains operational, subject to the rest of this clause and the Terms and Conditions generally.
- 5.3 Digital Collectibles rely on third parties and technologies beyond the control of Australia Post. However, if you experience an issue with your Digital Collectible, please contact us at australianstamp@auspost.com.au or by calling 1800 331 794 and we will take reasonable steps to resolve the issue, where we consider it to be within our power and control, subject to clause 5.4.
- 5.4 Accessing the Digital Collectible requires your devices to be compatible with the technology that underpins that access. In particular, you will need a device, such as smartphone or tablet, that can use the Activation Code required for activation. You should also take steps to keep your devices and any Activation Code secure. Australia Post is not in a position to issue replacement Digital Collectibles in the event any Digital Collectible, Activation Code or other access credential is lost, stolen, malfunctioning, destroyed or otherwise inaccessible or unusable by you for any reason.

6 Transferability

- 6.1 Digital Collectibles are not transferable. You may **not** transfer your Digital Collectible to another Digital Wallet or address.
- 6.2 However, the Activation Code associated with the Digital Collectible is transferrable. You may give a third party the Activation Code, subject to clause 10.4. Once the third party uses an Activation Code, they will have the ability to view the relevant Image and the third party will also have the related interests associated with the relevant Digital Collectible, including the licence referred to in Section D.
- 6.3 There is no guarantee or assurance of the availability of any market for Digital Collectibles or the transfer of the Activation Code or any such market's liquidity.

7 Delivery and holding of Digital Collectibles

- 7.1 If delivery of Digital Collectibles to you, the holding of Digital Collectibles by you, or any other related matter necessary for Australia Post to fulfil its obligations under the Terms and Conditions, is or becomes impossible or a violation of any applicable legal or regulatory requirements in any jurisdiction, or Australia Post suspects that this may be the case, then Australia Post may take such steps it considers reasonably necessary in the circumstances. In practice, this may mean, for example, that you may not be able to receive the Digital Collectible or access its functionality to its fullest extent or at all.
- 7.2 If we exercise our rights in clause 7.1, we will take reasonable steps to notify you promptly and otherwise treat you fairly, in each case, subject to and in accordance with applicable law.
- 7.3 This clause 7 applies in addition to other provisions in these Terms and Conditions that may allow us to take certain steps in relation to Digital Collectibles.

8 Use of Digital Collectibles

- 8.1 You acknowledge and agree that the Digital Collectibles are for:
- (a) novelty collectible purposes only; and
 - (b) your own personal enjoyment and use.
- 8.2 You agree not to use the Digital Collectible for any illegal purpose and agree to use it solely in accordance with these Terms and Conditions.
- 8.3 See clause 10.3 for conditions that apply to the grant of a licence in respect of the Digital Collectible.

9 Conditions you must satisfy to receive Digital Collectibles

- 9.1 Digital Collectibles are only given to, provided to or otherwise acquired by you subject to you completing all of the following conditions precedent to Australia Post's satisfaction (acting reasonably):
- (a) you are a resident of Australia or such other jurisdiction acceptable us; and
 - (b) you satisfying any other criteria or requirements specified by Australia Post, as set out on the Website or otherwise notified to you.
- 9.2 If you cannot or do not satisfy all the requirements of this clause, Australia Post is under no obligation to give to you, provide to you, allow you to acquire a Digital Collectible or access the Image.

D Licence grant

10 Licence

- 10.1 On completion of the steps set out in clause 1, Australia Post grants you a limited non-exclusive, royalty-free licence to use, copy, and display the Image as part of the Digital Collectible solely for personal, non-commercial purposes and for the sole purpose of enabling you to hold and for any other use and purpose that is in accordance with the Terms and Conditions.
- 10.2 When you acquire this Digital Collectible, you do not acquire ownership of any intellectual property rights (including copyright) in the Image. Australia Post owns all legal right, title and interest in and to the Image.
- 10.3 The grant of licence in clause 10.1 above is on the condition that you cannot, and must not:
- (a) edit, modify or create adaptations or derivative works of the Image;
 - (b) use the Image or Digital Collectible for any commercial purpose (eg using the Image or Digital Collectible to advertise, market or sell any third party product or service; selling, distributing or otherwise commercialising merchandise that includes the Image; or otherwise using the Image for your or any third party's commercial benefit);
 - (c) attempt to register the Image as a trademark or assert ownership of any intellectual property rights in or to the Image;
 - (d) use the Digital Collectible or Image in connection with images, videos or other content that is defamatory, obscene or otherwise unlawful or depicts hatred, violence or other unlawful behaviour or otherwise undermines social cohesion;
 - (e) transfer the Digital Collectible between wallets you control or to another person; and/or
 - (f) share an Activation Code with anyone else, except in compliance with clause 10.4.
- 10.4 You may transfer an Activation Code with another person (**Transferee**) as long as:
- (a) if there is more than one Activation Code for that Digital Collectible, you share all of them;
 - (b) each Activation Code is also transferred with the Physical Stamp.
 - (c) the Transferee is not, to the best of your knowledge and belief, a Proscribed Person or someone who is intending to use the Digital Collectible or Image in breach of clause 10.3.

If you transfer an Activation Code, you also assign all your rights, title and interest associated with the Digital Collectible and Image to the Transferee, including this copyright licence; and by doing so, you acknowledge that you will cease to have any such rights, title or interest, including such licence, with immediate effect.

- 10.5 Australia Post may terminate the licence granted in this Section D ("Licence grant") if the terms of this licence are breached. This licence automatically terminates on burning or forfeiting of the Digital Collectible for any reason.

E General

This Section E (“General”) applies to all Digital Collectibles, whether or not distributed as part of the Digital Collectible or otherwise. All Users are subject to this Section E.

11 Right to engage subcontractors and distributors

11.1 Australia Post may engage subcontractors to perform its obligations under the Terms and Conditions on such terms as it may reasonably determine. This includes without limitation, technology support providers.

11.2 In particular, Australia Post has engaged Variuscard GmbH, also known as “Stampfinity”, to create the Digital Collectibles and Physical Stamps and to provide ongoing operational support so that the Digital Collectibles remain operational, accessible and visible to Users.

12 No third parties involved in acquiring a Digital Collectible

12.1 You acknowledge and consent to Australia Post that any Digital Collectible is acquired for you alone, and that you are not:

- (a) acting for any other person in connection with acquiring or holding any Digital Collectible; or
- (b) paying or receiving a fee or commission to or from a third party in connection with the Digital Collectibles.

13 Your ongoing obligations

13.1 You agree that:

- (a) you will review any announcements connected with the Digital Collectible made by Australia Post on the Website and/or by electronic newsletter (if you subscribe to the “Collecting Community” described at <https://collectables.auspost.com.au/community-and-events>);
- (b) you will access, hold and use Digital Collectibles only for the purposes and in the manner expressly permitted by the Terms and Conditions;
- (c) you will notify Australia Post immediately if, to the best of your knowledge and belief, any of the representations and warranties you make under the Terms and Conditions becomes untrue, incomplete, invalid or misleading in any respect;
- (d) unless Australia Post agrees separately in writing with you, you will not act as though you are the agent or representative of Australia Post;
- (e) you will not engage in any activity that interferes with or disrupts the Digital Collectible in any way;
- (f) you will keep, and are fully responsible for keeping, your Digital Wallet confidential, secure and intact at all times;
- (g) you will appraise yourself of and take (and bear sole responsibility for taking) any further action (subject to the Terms and Conditions) as you may consider necessary to protect your interests in the event of technical changes which may affect Digital Collectibles, including any source code update or Fork;

- (h) you have the responsibility to exercise due care in relation to, the holding and use of any Digital Collectibles distributed to you, subject to our duties under these Terms and Conditions and any other applicable terms and applicable law;
- (i) you will not reproduce, duplicate, copy or reverse engineer Digital Collectibles or Images for any purpose;
- (j) you will observe all applicable laws and regulations in such manner that will, to the best of your knowledge and belief, result in compliance by you and Australia Post in any jurisdiction in which you directly or indirectly:
 - (i) acquire, hold, use or otherwise interact with the Digital Collectible, the Image or an Activation Code (as applicable);
 - (ii) enter into or perform your obligations under the Terms and Conditions; or
 - (iii) distribute the Terms and Conditions or any advertisement or similar material; and
- (k) you agree to provide promptly such evidence of your compliance with the Terms and Conditions as Australia Post may at any time reasonably require.

14 Your representations and warranties

14.1 You represent and warrant at the time that you acquire the Digital Collectible and at all times that you hold any Digital Collectibles that, to the best of your knowledge, having made appropriate enquiries:

- (a) you have legal capacity and you agree to the Terms and Conditions voluntarily, and in particular that:
 - (i) you have full power, authority and capacity to comply with the Terms and Conditions and your obligations under them; and
 - (ii) you enter into the Terms and Conditions voluntarily and based on your own independent judgment and on advice from independent advisors as you have considered necessary.
- (b) your compliance with the Terms and Conditions is lawful and your obligations under the Terms and Conditions are legally binding and valid, and in particular that:
 - (i) your entry into, the exercise of your rights and the performance of your obligations under, and conduct of all transactions contemplated by, the Terms and Conditions, will not contravene any restriction legally binding on you;
 - (ii) you are not a citizen, national, resident or Tax resident of, and do not otherwise have any relevant connection with:
 - (A) any jurisdiction in which Australia Post has notified you as being subject to prohibitions or restrictions on the delivery, holding or use of the Digital Collectible, or Australia Post products and services more generally; or
 - (B) any jurisdiction in which entry into or performing your obligations under the Terms and Conditions or the delivery, holding or use of the Digital Collectible is unlawful or restricted in any material way;
 - (iii) none of you or any of your affiliates are Disqualified Persons;

- (iv) you are not bankrupt or insolvent (as applicable) and entry into and performing your obligations under the Terms and Conditions will not result in you becoming bankrupt;
- c) you have read and understood all material documentation and you have sought independent advice as needed in your situation, and in particular that you have read and understood:
 - (i) the Terms and Conditions;
 - (ii) the Risk Disclosures; and
 - (iii) the Website content;
- d) in entering the Terms and Conditions you have not relied on any representation, warranty, statement, undertaking or conduct of any kind from Australia Post or any Associates acting on Australia Post's behalf, other than as set out in these Terms and Conditions;
- e) you do not seek to access Digital Collectibles for any unlawful purpose, and in particular that:
 - (i) you acquire Digital Collectibles only for the purposes expressly permitted under the Terms and Conditions and do not contemplate acquiring, holding, using, exchanging or transferring any Digital Collectibles for any other purpose, including any unlawful, financial or speculative purpose, or to conduct, assist or facilitate money-laundering, terrorist financing or the proliferation of weapons of mass destruction; and
 - (ii) you access Digital Collectibles without any expectation of profit, dividend, capital gain, financial yield or any other return, payment or income of any kind;
- f) you are not entering into the Terms and Conditions as an agent or as a partner in any partnership nor acting on behalf of any third party;
- g) all information given by you is true, complete, valid and not misleading, and you acknowledge and agree that Australia Post enters into the Terms and Conditions with you in reliance on the representations and warranties in this clause.

15 Continued representation and warranties

- 15.1 You undertake and agree to notify us immediately if any of the representations and warranties set out in clause 14 becomes untrue, incomplete, invalid or misleading in any respect.
- 15.2 If you cannot make all of the representations and warranties set out in clause 14, you must not seek to acquire or hold Digital Collectibles. Any Digital Collectibles distributed to you or held by you in violation of this clause are deemed void and will not be recognised by nor binding on Australia Post.
- 15.3 Australia Post reserves the rights withhold the distribution, activation or release of Digital Collectibles from, any User who has made a false, incomplete or misleading representation, in the opinion of Australia Post.

16 Exclusion of representations and warranties by Australia Post

- 16.1 Digital Collectibles rely on experimental technology and, to the fullest extent permitted by law:
 - (a) no warranty is given in respect of Digital Collectibles or any material provided to you; and

- (b) Australia Post expressly disclaims all warranties and conditions of any kind, whether express or implied, including but not limited to:
 - (i) any implied warranties of merchantability, fitness for purpose or non-infringement;
 - (ii) any warranties as to the timeliness, reliability, sequence, accuracy, adequacy, consistency or completeness of any information provided to you at any time or from time to time;
 - (iii) any warranties that Digital Collectibles will meet your requirements; and
 - (iv) any warranties that the Digital Collectibles or their distribution, activation, holding or use, will be uninterrupted, timely, secure or free from error.

16.2 You understand and agree that:

- (a) you enter into the Terms and Conditions at your own risk and that Digital Collectibles, the Website and any information provided to you are provided “as is” and “as available”; and
- (b) information provided to you may be derived from third party products. No third party makes any warranty to you nor assumes any responsibility or undertakes to provide any support with respect to any information provided to you.

16.3 No representation made by any person or entity will vary the Terms and Conditions other than in accordance with clause 20 (“Variation”) of the Terms and Conditions.

16.4 Nothing in this clause excludes, restricts or modifies any consumer warranties, guarantees, rights or remedies you may have under applicable law, including the Australian Consumer Law, or any other law that cannot lawfully be excluded, restricted or modified.

17 Limitation of Australia Post’s liability

17.1 To the maximum extent permitted by law, except as expressly set out in these terms and conditions, we:

- (a) make no representations or warranties, whether express or implied, in relation to the Digital Collectible; and
- (b) limit any liability (whether in contract, tort (including negligence), or otherwise) for any Loss, damage or expense incurred by you or any other person in connection with the Digital Collectible to the amount you paid for the Physical Stamp to acquire the Digital Collectible, except to the extent caused by our fraud, negligence or wilful default.

17.2 To the extent that the supply of the Digital Collectible is a supply of a good or service not of a kind ordinarily acquired for personal, domestic or household use or consumption, we limit our liability under the Australian Consumer Law (at our option) to the re-supply of the Physical Stamp, or the payment of the cost of having the Physical Stamp supplied again. If this option applies, we may ask you to return the original Physical Stamp to us and follow other steps to enable us to give effect to this option.

17.3 In addition, the following terms apply:

- (a) If Australia Post’s liability for a breach of a right or term implied by law in a relevant jurisdiction (whether by statute or otherwise) is capable of exclusion, it is excluded.

- (b) In relation to any matter relating to or arising in connection with Digital Collectibles is capable of limitation (but not exclusion), it is limited to the maximum extent that is permitted by applicable law.
- (c) The exclusions and limitations in this clause apply whether or not Australia Post has been advised or should have been aware of the possibility of any such losses arising.
- (d) You acknowledge and agree that Australia Post and its Associates are not responsible for the provision of goods, software or services of any other person or entity including any wallet or address providers.
- (e) You acknowledge that there is a significant risk of hacking, theft, fraud or other unauthorised access or transfer of, or loss of access to or use of, Digital Collectibles, and a significant risk of mining attacks in relation to Digital Collectibles. A range of other risks are set out in the Risk Disclosures. Without limiting any other provision in this clause, you expressly waive all claims whatsoever of any kind arising from such risks against Australia Post and you agree that Australia Post is under no obligation to obtain any kind of insurance whatsoever, except to the extent caused by the negligence, wilful misconduct or fraud of Australia Post, its employees, officers or agents.

18 Your responsibilities for your own costs

- 18.1 You are responsible for your own costs and other arrangements relating in any way to the performance of your obligations under the Terms and Conditions, including any Tax.

19 Intellectual property rights

- 19.1 You acknowledge and agree that your sole right in relation to the use of any intellectual property rights are as set out in Section D (“Licence grant”) of the Terms and Conditions.
- 19.2 You acknowledge and agree that you are not entitled to any intellectual property rights, including the rights in relation to the use, for any purpose, or any information, image, user interface, logos, trade marks, trade names, Internet domain names or copyright (whether past, current or future) in connection with the Website, the Digital Collectible and/or the Digital Collectible.

20 Variation

- 20.1 Australia Post may vary the Terms and Conditions by giving 30 Days’ notice under the Terms and Conditions in accordance with clause 28 (“Returns policy”) provided that such notice expressly states that it modifies, varies, amends or supplements the Terms and Conditions.
- 20.2 To the extent of any inconsistency between these Terms and Conditions and the Website, announcements made on the Website will prevail (in reverse chronological order).
- 20.3 None of Australia Post’s Associates or any other person are authorised to vary the Terms and Conditions except as provided by this clause. You must not rely on any unauthorised representations in respect of the Terms and Conditions, including your rights and obligations under them.

21 Termination

- 21.1 Notwithstanding any other provision of the Terms and Conditions, Australia Post may terminate the Terms and Conditions as between you and it without prior notice or need to specify reasons where:
 - (a) you have breached any provision of the Terms and Conditions or acted in a manner which clearly shows that you do not intend to or are unable to comply with any provision in the Terms and Conditions;

- (b) Australia Post reasonably considers it is required to do so by the application of any laws or regulations or by any government, quasi-government, authority or public body (including but not limited to any regulatory body of any jurisdiction); or
- (c) Australia Post determines that performing its obligations under the Terms and Conditions is no longer commercially viable.

21.2 For the avoidance of doubt and without limiting clause 21.1, if the Terms and Conditions are terminated, any licence granted in Section D (“Licence grant”) are also immediately revoked and terminated.

21.3 Australia Post will inform you of such termination by notice to you in accordance with clause 28 (“Returns policy

21.4 Returns of the Digital Collectibles will be treated in accordance with Australia Post’s Returns Policy: <https://auspost.com.au/about-us/corporate-information/our-organisation/policies/returns>.

21.5 Notices

21.6 Subject to the Terms and Conditions, nothing in this clause affects your rights to any Digital Collectibles of which you are absolute owner.

22 Survival

22.1 The following clauses survive termination of the Terms and Conditions and remain binding and effective at all times:

- (a) Clause 4 (“Nature of the Digital Collectible”);
- (b) Clause 6 (“Transferability”);
- (c) Section D (“Licence grant”), to the extent to you continue to hold any Digital Collectibles;
- (d) Clause 14 (“Your representations and warranties”) to the extent to you continue to hold any Digital Collectibles;
- (e) Clause 17 (“Limitation of Australia Post’s liability”) to the extent to you continue to hold any Digital Collectibles;
- (f) Clause 22 (“Survival”);
- (g) Clause 23 (“Taxation”);
- (h) Clause 24 (“Privacy and personal data policy”);
- (i) Clause 25 (“Governing law and jurisdiction”);
- (j) Clause 26 (“Users have no rights *inter se*”);
- (k) Clause 27 (“Third party rights”);
- (l) Clause 29 (“Notices”); and
- (m) Clause 30 (“Electronic communications”).

23 Taxation

23.1 You acknowledge and agree that:

- (a) you are responsible and liable for:
 - (i) declaring, bearing the cost of and paying all such Taxes that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with any purchase, acquisition, access, distribution, activation, release, holding, use, exchange, appreciation, transfer or disposal of any Digital Collectibles (however acquired); and
 - (ii) all such penal consequences, claims, fines, penalties, liabilities or otherwise arising from any underpayment, undue payment, belated payment or non-payment of any relevant Tax;
- (b) Australia Post does not give any advice on Tax related matters and makes no representation as to the Tax implications, if any, of your entry into, or exercise of any of your rights or performance of any of your obligations under, the Terms and Conditions.

You should seek independent advice from a qualified taxation professional.

24 Privacy and personal data policy

24.1 You agree to the use of your data in accordance with the Privacy Policy.

25 Governing law and jurisdiction

25.1 The Terms and Conditions are governed by and must be construed in accordance with the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of that place.

25.2 To the extent the law permits, the Terms and Conditions prevail to the extent they are inconsistent with any laws or regulations.

25.3 In the absence of evidence to the contrary, the Terms and Conditions are deemed to have been executed by you in New South Wales, Australia.

26 Users have no rights *inter se*

26.1 You acknowledge and agree that no other User owes you any obligation under the Terms and Conditions including any rights of contribution.

27 Third party rights

27.1 Other than any entities within Australia Post's group and a permitted Transferee (as defined in clause 10.4), a person who is not a party to the Terms and Conditions has no rights and may not enforce nor enjoy the benefit of any provision of the Terms and Conditions in any jurisdiction.

27.2 Notwithstanding any provision of the Terms and Conditions, the consent of any person who is not a party to the Terms and Conditions is not required to rescind or vary the Terms and Conditions.

28 Returns policy

28.1 Returns of the Digital Collectibles will be treated in accordance with Australia Post's Returns Policy: <https://auspost.com.au/about-us/corporate-information/our-organisation/policies/returns>.

29 Notices

- 29.1 You agree that Australia Post may give notices and communications, under or in connection with the Terms and Conditions by announcement on the Website, and that such notice is deemed to be effective and received by you at the time when it is published on the Website, or, if earlier, sent, by Australia Post unless Australia Post promptly receives an automated message indicating failed delivery of that notice.
- 29.2 All notices and communications from Australia Post must be in English but may be accompanied by one or more translations authorised by Australia Post.
- 29.3 Any translation of any notice and/or communication under or in connection with the Terms and Conditions made by Australia Post, whether authorised by Australia Post or prepared by a third-party, has no legal effect and is provided for convenience only.
- 29.4 Notices to Australia Post may be directed to the following email address: australianstamp@auspost.com.au. All notices to Australia Post must be in English. Notices provided to Australia Post through the Website have no legal effect.

30 Electronic communications

- 30.1 Australia Post and the User agree to the User being given any notices and other communications in connection with:

- (a) its participation in the Digital Collectible as a User; and
- (b) any Digital Collectibles,

in the form of an electronic record or by electronic means pursuant to the applicable laws of New South Wales, Australia, unless otherwise specified or varied.

31 Interaction with third-party platforms

- 31.1 You acknowledge and agree that nothing in the Terms and Conditions detracts, subrogates or modifies in any way the rights and obligations owed between you and any other third-party platform that you may otherwise interact with in connection with the Digital Collectibles. For the sake of clarity, this includes any rights and obligations that may be imposed by Australia Post's Associates.
- 31.2 You acknowledge and agree that it is your sole responsibility to review and ensure compliance with any other third-party platform that you may otherwise interact in connection with the Digital Collectibles.

32 General interpretation

32.1 Language

The English language version of the Terms and Conditions is the only version with legal force and effect, and prevails to the extent of any inconsistency with any translation which may be available. You agree that any translation you may have reviewed or which may have been made available to you is for your convenience only and is not certified by Australia Post or any of its Associates.

32.2 Rights of Australia Post

Unless the Terms and Conditions expressly state otherwise:

- (a) Australia Post may exercise a right, power or remedy or give or refuse its consent, approval or a waiver in connection with the Terms and Conditions in its sole discretion (including by imposing conditions); and
- (b) if Australia Post does not exercise a right, power or remedy in connection with the Terms and Conditions fully or at a given time, they may still exercise it later.

The rights, powers and remedies of Australia Post in connection with the Terms and Conditions are in addition to other rights, powers and remedies given by law independently of them.

32.3 **Decisions by Australia Post**

Any decisions of Australia Post in respect of the Terms and Conditions are in its sole and absolute discretion unless otherwise stated and Australia Post is under no obligation to provide any reasons for its decision. However, Australia Post will seek to act reasonably and fairly in the exercise of its discretions.

32.4 **Indemnities**

- (a) Any indemnity, reimbursement or similar obligation in the Terms and Conditions given in favour of Australia Post:
 - (i) is a continuing obligation despite the satisfaction of any payment or other obligation in connection with the Terms and Conditions, any settlement or any other thing; and
 - (ii) is independent of any other obligations under the Terms and Conditions and continues after termination of them.
- (b) It is not necessary for Australia Post to incur any expense or make payment before enforcing a right of indemnity in connection with the subject of the Terms and Conditions.

32.5 **Waiver of liability for loss**

Without limiting any other disclaimer in the Terms and Conditions or elsewhere, Australia Post is not liable for any loss, liability, costs or expenses arising in connection with the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy in connection with the Terms and Conditions, except to the extent caused by the negligence, wilful misconduct or fraud of Australia Post, its employees, officers or agents.

32.6 **No waiver**

No failure or delay on the part of Australia Post to exercise any right, power or remedy under the Terms and Conditions will operate as a waiver, nor will any single or partial exercise by Australia Post of any right, power or remedy.

32.7 **Remedies cumulative**

The rights, powers and remedies provided in the Terms and Conditions are cumulative and are not exclusive of any rights, powers or remedies provided by law.

32.8 **No relationship**

The Terms and Conditions do not create any kind of partnership, joint venture, advisor, fiduciary, agency or trustee relationship or any similar relationship between you and Australia Post or any other person or entity.

32.9 **Severability**

If any provision of the Terms and Conditions is held to be illegal, void, unenforceable or invalid, whether in whole or part, under the laws of any jurisdiction, that portion will be severed, and such illegality, unenforceability or invalidity will not affect the legality, enforceability or validity of the remaining provisions of the Terms and Conditions in that jurisdiction, nor the legality, enforceability or validity of the Terms and Conditions in any other jurisdiction. This clause 32.9 has no effect if the severance would alter the basic nature of the Terms and Conditions or be contrary to public policy.

32.10 **Rules of construction**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, the Terms and Conditions or any part of it.

32.11 **Titles and subtitles**

The titles and subtitles used in the Terms and Conditions are provided for convenience only and should not be considered in construing or interpreting the Terms and Conditions.

32.12 **Certificates**

Australia Post may give a person a certificate about any other matter in connection with these Terms and Conditions. That certificate will be sufficient evidence of the amount or matter unless it is proved to be incorrect.

32.13 **General interpretation**

Unless the contrary intention appears, in the Terms and Conditions:

- (a) any reference to “you” or “your” is a reference to you as a User;
- (b) labels used for definitions are for convenience only and do not affect interpretation;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- (e) a reference to a document also includes any variation, replacement or novation of it;
- (f) the meaning of general words is not limited by specific examples introduced by “including”, “for example”, “such as”, “in particular” or similar expressions;
- (g) a reference to “person” includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (h) a reference to “law” includes common law, principles of equity and legislation (including regulations) as amended or replaced;
- (i) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (j) a reference to “regulation” includes legislation and instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances, directives and proclamations) as well as instruments or orders issued or endorsed by relevant government authorities and any licensing, registration or approval requirements under any of these;

- (k) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (l) a reference to a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (m) a reference to any thing (including an amount) is a reference to the whole and each part of it; and
- (n) a reference to “property” or “asset” includes any present or future, real or personal, tangible or intangible property, asset or undertaking and any right, interest or benefit under or arising from it.

F Risk disclosures

Acquiring and holding Digital Collectibles may involve risks, some of which are set out below. These risks, and additional risks arising either now or in the future, could result in the non-accessibility of a Digital Collectible and the relevant Image, or the utility or existence of the Digital Collectible altogether.

You must consider carefully whether the risks set out below, as well as all other applicable risks, are acceptable to you prior to activating any Digital Collectibles.

In no circumstances will Australia Post accept any liability whatsoever for Loss you may suffer as a result of acquiring or seeking to acquire a Digital Collectible.

33 Nature of Digital Collectibles

Other than as set out in these Terms and Conditions, Digital Collectibles do not have any other rights, use, purpose, value attributes, functionalities or feature whether expressed or implied. In any event, Digital Collectibles are not (and in no case be understood, deemed, interpreted or construed to be or to be representative of) any kind of instruments set out in paragraph 4. As such, if you have any other expectations, it is unlikely they will be met. Without limitation, you should not acquire, activate or interact with the Digital Collectible with the expectation of any financial return or management of any financial risk.

34 Reliance on the Internet

Digital Collectibles rely heavily on the Internet. However, the public nature of the internet means that either parts of the internet or the entire internet may be unreliable or unavailable at any given time. Further, interruption, delay, corruption or loss of data, the loss of confidentiality in the transmission of data, or the transmission of malware may occur when transmitting data via the internet.

35 Developmental aspects of the Digital Collectibles

Various features of the Digital Collectibles, including (but not limited to) its terms and conditions, fees, structure, purpose, consensus protocol, algorithm, source codes, infrastructure design and other technical specifications and parameters, may be updated and changed frequently without notice.

Further, given the developmental nature of Digital Collectibles, the Digital Collectibles may encounter unexpected technical difficulties. These difficulties are unpredictable and may be unresolvable.

36 Source code changes and flaws

The source codes that may be used in the Digital Collectible are subject to change and may at any time contain one or more defects, weaknesses, inconsistencies, errors or bugs.

37 Reliance on third-party contractors

The development and ongoing accessibility of Digital Collectibles may require third-party contractors. The availability of such contractors is limited. They may be appointed on a formal or informal basis. If appointed under a service agreement, that service agreement may not be fit for purpose, and may fail to adequately protect Australia Post against the loss caused by or arising in respect of the contractor. There may not be sufficient (or any) such contractors available on terms deemed acceptable by Australia Post. The costs associated with any such contractors may be significantly greater than currently estimated. Further, the quality, reliability and timely delivery of services by such contractors may vary significantly. This may impact the Digital Collectibles.

38 No governance rights attaching to Digital Collectibles

Digital Collectibles confers no governance rights of any kind with respect to Australia Post. Accordingly, subject to other written arrangements to the contrary, all decisions involving Digital Collectibles will be made by Australia Post, including decisions to discontinue the further sale of, or the ongoing accessibility of, Digital Collectibles. These decisions could adversely affect the utility of any Digital Collectibles that you hold.

39 Further sales and development of additional Digital Collectibles

Australia Post may, from time to time, and without prior notice or consultation, develop and sell additional Digital Collectibles beyond those covered by these Terms and Conditions. You will not necessarily receive notice of the sale of additional Digital Collectibles.

40 Conflicts of interest

There may be potential circumstances where the interests of Australia Post may diverge from those of Digital Collectible holders. Australia Post is not obliged to refrain from such decisions in the interests of Australia Post. Each User is taken to be aware of these potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflicts of interest.

41 No access to private key

You do not have access to the private key for your Wallet, nor is any private key retained by any person. As such, Digital Collectibles are not transferable.

42 Activation Code

You should protect any Activation Code you hold. Neither Australia Post nor any other person will reissue an Activation Code to you if it is lost or compromised.

43 Risk of fraud or poor conduct associated with Digital Collectibles

Australia Post undertakes certain procedures to support the integrity of Digital Collectibles. Despite these efforts, it is possible that fraud or other types of poor conduct could arise, which could have a material impact on you. Australia Post has the full and sole discretion to not make available any Digital Collectibles affected by such issues or any other issues, should these be identified by Australia Post itself or brought to its attention.

44 Targeting of Digital Collectibles, the Digital Collectible and Australia Post by malicious persons

Digital Collectibles and Australia Post may be targeted by malicious persons who may attempt to steal Digital Collectibles or otherwise intervene in the Digital Collectible or Australia Post.

This includes (but is not limited to) interventions by way of:

- (a) distributed denial of service;
- (b) Sybil Attacks;
- (c) phishing;
- (d) social engineering;
- (e) hacking;
- (f) smurfing;
- (g) malware;
- (h) misinformation campaigns; and
- (i) spoofing.

45 Targeting of User by malicious persons

Malicious entities may target you in an attempt to steal any Digital Collectibles that you may hold, or to claim any Digital Collectibles that you may have acquired. This may involve unauthorised access to your Digital Wallet, your addresses, your email or social media accounts, as well as unauthorised access to your computer, smartphone and any other devices that you may use.

To the extent within your control, you are responsible for protecting yourself against such actions.

46 Potential for misuse of the Digital Collectibles

Digital Collectibles may be banned, restricted or deemed immoral in certain jurisdictions. Further, Digital Collectibles may potentially be used for activities that are illegal in certain jurisdictions. As a result, governmental authorities or regulators may take action against Digital Collectibles. This may deter Users from using Digital Collectibles or may involve the complete shutdown or cessation of the Digital Collectible.

47 Unknown risks

There are things that may be discovered in relation to the Digital Collectibles which cannot be predicted. In other words, despite its reasonable efforts, Australia Post may not yet know all the risks that will be associated with the Digital Collectibles.

G Definitions of the terms and conditions

Activation Code means each code used to access the Digital Collectible, as referred to in clause 1. This may be a QR code and/or another code that is printed on the packet containing the Physical Stamp.

Associates means Australia Post's associates, employees, agents, officers, representatives, directors, auditors, advisors, partners, legal advisors, consultants, related bodies corporate and sub-contractors. For the avoidance of doubt, it includes any Team and advisors of Australia Post.

AUD means Australian dollars.

Australia Post means AusPost Pty Ltd.

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Corporations Act means the *Corporations Act 2001* (Cth).

Day means a 24-hour period between 00:00 and 24:00 in New South Wales, Australia.

Digital Collectible means a non-fungible-token issued by Australia Post, which is made available to Users upon acquiring a specified Physical Stamp.

Digital Wallet means an address on the relevant blockchain network, together with any associated public/private key, as applicable.

Disqualified Person means any person who:

- (a) has been convicted or has any charges currently pending for any offence (other than motoring or other minor offences), including any offence involved fraud, dishonestly or breach of applicable securities, corporations, anti-trust, Financial Crime Regulation or Tax laws; or is currently subject to any material criminal, regulatory or administrative investigation by any government agency or proceeding in relation to any such matter which has either been publicly announced or in respect of which written notice has been given to the affected person.
- (b) without limiting paragraph (a), is a Proscribed Person; or
- (c) acts on behalf, or for the benefit of, any person described in paragraph (a) or (b).

Financial Crime Regulation means any applicable law or regulatory requirement pertaining to money laundering, terrorism financing, bribery, corruption, Tax evasion, fraud, the trafficking of arms, drugs, humans or wildlife, slavery, proliferation of weapons of mass destruction, or evasion of Sanctions. A reference to a violation of Financial Crime Regulation includes any acts or attempts to circumvent or violate any applicable laws relating to Financial Crime Regulation.

Fork means the creation of new or additional source code for a blockchain.

Image means the copyright subsisting in the image, visual material, art, branding, design or drawing designated by Australia Post for the purposes of a Digital Collectible.

Loss means all damage, loss, cost, claim, liability, obligation or expense (including legal costs and expenses of any kind), of any kind whatsoever under any theory of liability, including direct, indirect, consequential, incidental or special losses, economic losses or loss of profits, loss of data, loss of goodwill or business reputation, cost of procurement of substitute tokens, or other intangible loss.

Physical Stamp means a physical philatelic stamp sold by Australia Post that also gives customers the ability to access a Digital Collectible.

Prescribed Person means any person who appears in another list of persons with whom dealings are proscribed by the United Nations or another government agency or relevant authority under applicable law, or its part of a group that appears in such a list.

Privacy Policy means the privacy policy located at <https://auspost.com.au/privacy>.

Risk Disclosure means the risks as set out in Section F or any announcement, statements or materials published by Australia Post from time to time.

Sanctions means any economic sanctions, laws, regulations, embargoes or restrictive measures imposed by the United Nations Security Council or applicable law.

Tax includes:

- (a) any tax, levy, impost, deduction, charge, rate, withholding or duty by whatever name called levied, imposed or assessed (including withholding tax, goods and services tax, value added tax, sales tax, consumption tax, stamp duty and transaction duties or any similar impost imposed or levied); and
- (b) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above (including in connection with any failure to pay or any delay in payment).

Team means any employee of Australia Post, including any volunteer or interns.

Terms and Conditions means:

- (a) the terms and conditions contained in these Terms and Conditions; and
- (b) any other terms that may be issued and updated by Australia Post from time to time in relation to the Digital Collectibles.

User means the person who acquires, or seeks to acquire, a Digital Collectible from Australia Post, as applicable.

Website means the website located at <https://auspost.com.au/>.

