

VGW WEBSITE PRIVACY POLICY

This document should be read in conjunction with the VGW Website Terms and Conditions.

1. Definitions

In these Terms and Conditions, the following words have the meanings set out below:

Content means any text, graphics, user interfaces, visual interfaces, photographs, trade marks, logos, sounds, music, artwork, or other material used, displayed or available by way of the Website.

Loss or Claim means, in relation to any person, any damage, loss (including consequential loss and loss of profit), cost, expense or liability incurred by the person, or a claim, action, proceedings or demand made against a person, however arising and whether present or future, fixed or unascertained, actual or contingent.

Personal Information means information about an identified person, or a person who is reasonably identifiable:

- (a) whether the information is true or not; and
- (b) whether the information is recorded in a material form or not.

Platform means games provided through URLs or mobile applications, belonging to, or licensed to, VGW or its subsidiaries, holding companies, or related-bodies corporate.

Privacy Act means the Australian *Privacy Act 1988* (Cth).

Privacy Policy means this privacy policy as amended from time to time.

Terms means the Website Terms and Conditions as amended from time to time together with this Privacy Policy.

Third Party Websites means websites which are not owned, operated or controlled by VGW.

Website means www.vgw.co.

Website Terms and Conditions means the VGW terms and conditions as amended from time to time and available for viewing at www.vgw.co/corporate-governance-2/

User or you means any viewer of the Website.

VGW means VGW Holdings Limited (ACN 147 193 511).

VGW Details means:

VGW Holdings Limited
Level 8
191 St Georges Terrace
Perth 6000, Western Australia
support@vgw.co

2. Privacy and your Personal Information

VGW respects the privacy of your Personal Information.

Personal Information is information about you which includes information you may provide when communicating with VGW, such as your name, location or contact details.

No Personal Information is collected if you are only browsing the Website.

3. Platforms

The Platforms have their own terms and conditions and privacy policies. Once you access the Platforms, you are subject to that Platforms' terms and conditions and privacy policy, which may differ from this Privacy Policy and the Website Terms and Conditions.

4. Cookies

Data collection devices, called "cookies", may be placed on your hard drive to collect information. VGW may use cookies to enhance the use of the Website, not to record Personal Information. The recording of information about your use of the Website is useful for an overall analysis of traffic. Your browser will generally be set to automatically accept cookies.

VGW may use different types of cookies, such as:

- (a) transient cookies, which are erased when you close your web browser; or
- (b) persistent, or stored, cookies – these files are stored on your hard drive for a longer period of time than transient cookies and will be purged once the cookie has reached its expiration date.

Transient cookies are used to assist with the log-on and log-off processes and are used to improve how you navigate the Website. Transient cookies also assist in collecting referral statistics when you click on a link or banner provided through the Website.

Persistent cookies are used for site usage measurement, the safety of log-off information, remembering Users and analysing click stream data.

If you do not want any cookies to be placed on your hard drive, you can alter your browser setting to refuse them. However, this may also limit the way you view the Website.

5. Why VGW Collects your Personal Information

The main purpose for collecting Personal Information is to facilitate your use of the Website. However, we may also use the information collected for the following, where appropriate:

- (a) to provide, maintain, protect and improve the Website;
- (b) to provide you with access to certain areas of the Website which may otherwise be hidden;
- (c) for verification purposes;
- (d) to develop new services;
- (e) for analysis of use of the Website;
- (f) to improve the Content offered; or
- (g) for marketing and promotional purposes.

By providing your Personal Information, you agree to its use in this manner.

If you do not want to receive marketing and promotional material from us, you may opt out of receiving this type of communication at any time by clicking the 'unsubscribe' link in any electronic communication provided to you by us.

6. Disclosure of Personal Information

If you provide your Personal Information to us through the Website, you agree that we will disclose your Personal Information in the following circumstances:

- (a) if required by law;
- (b) if we believe, in our absolute discretion, it is in the public interest;
- (c) to seek feedback, or monitor or improve quality of service;
- (d) to entities who assist us in providing, administering, supporting, improving, promoting and marketing our services;
- (e) to suppliers, contractors, data storage and management companies (including providers of cloud services), website hosting service providers and interactive advertisers;
- (f) to companies that promote and market, or conduct research to help us improve our services;
- (g) to related bodies corporate; or
- (h) where we otherwise obtain your permission to disclose the information.

We may disclose your Personal Information to third parties in various jurisdictions who provide services to us, including payment providers.

We may share aggregated, non-personally identifiable information publically, for example, to show trends about the general use of the Website. However, we will not sell or rent your Personal Information to any third party.

7. Security

You agree that no transmission of data over the Internet is guaranteed as wholly secure and that any information you provide to us through the Internet, including via email, is at your own risk. VGW cannot guarantee that any information sent or accessed electronically is secure.

8. Links

The Website may contain links to Third Party Websites. VGW is not responsible for the information on these sites, or their privacy policies. We may keep track of your interaction with Third Party Websites provided through the Website in order to improve our services and to aggregate statistics.

9. Searches

When using VGW's search function, the search terms you enter are collected but are not associated with any other information collected by us. This information may be retained for statistical analyses in order to determine what Users are seeking.

10. Complaints

If you believe that the privacy of your Personal Information, which you have provided through the Website, is not effectively protected, or if you are concerned that your privacy has been compromised through the dissemination of your Personal Information, please contact VGW, using the VGW Details.

11. Amendments

VGW may amend this Privacy Policy from time to time. If we make amendments, the amended Privacy Policy will be published on the Website.

You agree that it is your responsibility to check for updates to this Privacy Policy. You further agree that your continued use of the Website is acceptance of VGW's amendments to this Privacy Policy.