

Mount Magnet South Limited
ACN 096 635 246
(to be renamed "Impression Healthcare Limited")

PROSPECTUS

For the offer of 25,000,000 Shares at an issue price of \$0.08 each to raise \$2,000,000 (before costs) (Public Offer).

Oversubscriptions of up to 12,500,000 Shares to raise an additional \$1,000,000 may be accepted. It is proposed that the Public Offer will close at 5:00pm (WST) on 28 September 2016. The Directors reserve the right to close the Public Offer earlier or to extend this date without prior notice. Applications must be received before that time.

This Prospectus also contains an offer of:

- (a) Vendor Securities to the Gameday Vendors (**Vendor Offer**);
 - (b) Conversion Securities to the Gameday Convertible Noteholders (**Convertible Note Conversion Offer**);
 - (c) Advisor Shares (**Advisor Offer**); and
 - (d) Lead Manager Options (**Lead Manager Offer**),
- (together, the **Additional Offers**).

This is a re-compliance prospectus for the purposes of satisfying Chapters 1 and 2 of the Listing Rules and to satisfy ASX's requirements for re-quotations of the Shares on the Official List, following a change to the nature and scale of the Company's activities.

The Securities offered pursuant to this Prospectus should be regarded as speculative. Refer to Section 5 for a summary of the key risks associated with an investment in the Company.

This document is important and should be read in its entirety. If after reading this Prospectus you have questions about the Securities being offered pursuant to it, or any other matter, you should consult your stockbroker, accountant or other professional adviser.

CORPORATE DIRECTORY

Existing Directors

Mr Alec Pismiris – Non-Executive Chairman

Mr Michael Fennell – Non-Executive Director

Mr David Leavy – Non-Executive Director

Proposed Directors

Mr Kelvin Smith – Non-Executive Chairman

Mr Matthew Weston – Executive Director and Chief Executive Officer

Mr Alistair Blake – Executive Director

Mr John Worsfold – Non-Executive Director

Mr Alec Pismiris – Non-Executive Director

Company Secretary

Mr Robert Marusco

Registered Office

Level 3, Suite 5
9 Bowman Street
South Perth WA 6151

Telephone: +61 8 9217 2400
Facsimile: +61 8 9217 2401

ASX Code

MUM (to be changed to "IHL")

Website

Company: www.mountmagnet.com.au
Gameday: www.gamedaymouthguards.com.au

Lead Manager

Somers & Partners Pty Ltd
Level 9
190 St Georges Terrace
Perth WA 6000

Auditor*

HLB Mann Judd
Level 4, 130 Stirling Street
Perth WA 6000

Investigating Accountant

HLB Mann Judd
Level 4, 130 Stirling Street
Perth WA 6000

Share Registry*

Security Transfer Registrars Pty Ltd
770 Canning Highway
Applecross WA 6153

Telephone (within Australia): 08 9315 2333
Telephone (outside Australia): +61 8 9315 2333

Lawyers

DLA Piper Australia (Perth)
Level 31, Central Park
152-158 St Georges Terrace
Perth WA 6000

* These entities are included for information purposes only. They have not been involved in the preparation of this Prospectus.

CONTENTS

IMPORTANT NOTICE	3
LETTER FROM THE CHAIRMAN.....	6
KEY DETAILS OF THE OFFERS	7
INVESTMENT OVERVIEW	9
1. Details of Offers	22
2. Company and Gameday Overview	35
3. Board, Management and Corporate Governance.....	46
4. Investigating Accountant's Report.....	56
5. Risk Factors.....	84
6. Material Contracts.....	91
7. Rights Attaching to Securities	97
8. Additional Information	104
9. Authorisation.....	110
10. Glossary of Terms.....	111

IMPORTANT NOTICE

This Prospectus is dated, and was lodged with ASIC on, 25 August 2016. Neither ASIC nor ASX (or their respective officers) take any responsibility for the contents of this Prospectus or the merits of the investment to which this Prospectus relates. The expiry date of this Prospectus is 5:00pm (WST) on that date which is 13 months after the date this Prospectus was lodged with ASIC. No Securities will be issued on the basis of this Prospectus after that expiry date.

Application will be made to ASX within seven days after the date of this Prospectus for Official Quotation of the Shares the subject of the Public Offer and the Additional Offers.

No person or entity is authorised to give any information or to make any representation in connection with the Offers which is not contained in this Prospectus. Any information or representation not contained in this Prospectus should not be relied on as having been made or authorised by the Company or the Directors in connection with the Offers.

Before applying for Securities under this Prospectus, potential investors should carefully read the Prospectus so that they can make an informed assessment of:

- the rights and liabilities attaching to the Securities;
- the assets and liabilities of the Company; and
- the Company's financial position, performance and prospects.

It is important that you read this Prospectus in its entirety and seek professional advice where necessary. The Securities the subject of the Offers should be considered speculative.

Change in Nature and Scale of Activities and Re-Compliance with Chapters 1 and 2 of the Listing Rules

On 9 February 2016, the Company entered into the Share Sale Agreement pursuant to which it agreed, subject to Shareholder approval and the satisfaction of certain other conditions, to acquire all of the issued shares in the capital of Gameday. Refer to Section 2 for information on Gameday and Section 6.1 for further details of the terms and conditions of the Share Sale Agreement and the Gameday Acquisition.

The Gameday Acquisition will involve a significant change in the nature and scale of the Company's activities and requires the approval of Shareholders under Chapter 11 of the Listing Rules. At a general meeting held on 27 July 2016 (**General Meeting**), Shareholders were asked to consider and have approved, among other things, the issue of Securities the subject of the Offers and the change in nature and scale of the Company's activities resulting from the Gameday Acquisition.

The Company must also comply with ASX requirements for re-quotation of the Shares on the Official List, which includes re-complying with Chapters 1 and 2 of the Listing Rules. This Prospectus is issued to assist the Company to meet these requirements and to facilitate the Offers. The Offers under this Prospectus are conditional on the satisfaction of certain conditions. Refer to Section 1.7 for further details.

Trading in Shares has been suspended since the date of the General Meeting and will continue to be suspended until the Company satisfies the requirements of Chapters 1 and 2 of the Listing Rules.

There is a risk that the Company may not be able to meet the requirements of ASX for re-quotation of the Shares on the Official List. In the event the conditions to the Public Offer are not satisfied or the Company does not receive conditional approval for re-quotation of the Shares on the Official List, on terms which the Company reasonably considers are capable of satisfaction, then the Company will not proceed with the Public Offer, the other Offers and the Gameday Acquisition and will repay all Application Monies (without interest) in accordance with the provisions of the Corporations Act.

Electronic Prospectus and Application Forms

This Prospectus will generally be made available in electronic form by being posted on the Company's website at www.mountmagnet.com.au. Persons receiving a copy of this Prospectus in its electronic form may obtain an additional paper copy of this Prospectus and an Application Form (free of charge) from the Company's registered office during the period of the Public Offer by contacting the Company. Contact details for the Company are detailed in the Corporate Directory. The Public Offer constituted by this

Prospectus in electronic form is only available to persons receiving an electronic version of this Prospectus and relevant Application Form within Australia.

Applications will only be accepted on an Application Form attached to, or accompanying, this Prospectus or in its paper copy form as downloaded in its entirety from www.mountmagnet.com.au. The Corporations Act prohibits any person from passing on to another person an Application Form unless it is accompanied by or attached to a complete and unaltered copy of this Prospectus.

Prospective investors wishing to apply for Shares under the Public Offer should complete an Application Form. If you do not provide the information required on an Application Form, the Company may not be able to accept or process your Application.

Website

No document or information included on the Company's website is incorporated by reference into this Prospectus.

Foreign Investors

No action has been taken to register or qualify the Securities the subject of this Prospectus, or the Public Offer, or otherwise to permit the public offering of Securities, in any jurisdiction outside Australia. The distribution of this Prospectus in jurisdictions outside of Australia may be restricted by law and persons who come into possession of this Prospectus outside of Australia should seek advice on, and observe, any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws. This Prospectus does not constitute an offer of Securities in any jurisdiction where, or to any person to whom, it would be unlawful to issue this Prospectus.

Conditional Offers

The Offers contained in this Prospectus are subject to and conditional on certain events occurring. Please refer to Section 1.7 for further information.

Exposure Period

Application for Securities under this Prospectus will not be processed until after expiry of the Exposure Period pursuant to Chapter 6D of the Corporations Act. No preference will be conferred on Applications received during the Exposure Period. All Applications received during the Exposure Period will be treated as if they were simultaneously received on the Opening Date. If the Exposure Period is extended by ASIC, Applications will not be processed until the expiry of the extended Exposure Period.

The purpose of the Exposure Period is to enable examination of this Prospectus by market participants, prior to the acceptance of Applications and the raising of funds. That examination may result in the identification of deficiencies in this Prospectus and, in those circumstances, any Application that has been received may need to be dealt with in accordance with section 724 of the Corporations Act.

Speculative Investment

The Securities offered under this Prospectus should be considered speculative. There is no guarantee that the Securities offered under this Prospectus will make a return on the capital invested, that dividends will be paid on the Shares or that there will be an increase in the value of the Securities in the future.

Prospective investors should carefully consider whether the Securities offered under this Prospectus are an appropriate investment for them in light of their personal circumstances, including their financial and taxation position. Refer to Section 5 for details of the key risks applicable to an investment in the Company.

Privacy Statement

To apply for Shares you will be required to provide certain personal information to the Company and the Share Registry. The Company and the Share Registry will collect, hold and use your personal information in order to assess your Application, service your needs as an investor, provide facilities and services that you request and carry out appropriate administration. The Corporations Act and taxation law require some of this personal information to be collected. If you do not provide the information requested, your Application may not be able to be processed efficiently, or at all.

By submitting an Application Form, each Applicant agrees that the Company may use the information provided by an Applicant on the Application Form for the purposes detailed in this privacy statement and may disclose it for those purposes to the Share Registry, the Company's related bodies corporate, agents, contractors and third party service providers, including mailing houses and professional advisers, and to ASX and other regulatory authorities.

If an Applicant becomes a Shareholder, the Corporations Act requires the Company to include information about the Shareholder (including name, address and details of the Shares held) in its public register. The information contained in the Company's public register must remain there even if that person ceases to be a Shareholder. Information contained in the Company's public register is also used to facilitate distribution payments and corporate communications (including the Company's financial results, annual reports and other information that the Company may wish to communicate to Shareholders) and compliance by the Company with its legal and regulatory requirements.

Forward-looking Statements

This Prospectus contains forward-looking statements which are identified by words such as "believes", "estimates", "expects", "intends", "may", "will", "would", "could", or "should" and other similar words that involve risks and uncertainties. These statements are based on an assessment of present economic and operating conditions, and on a number of assumptions regarding future events and actions that, as at the date of this Prospectus, are expected to take place.

Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of the Company, the Directors and management of the Company. Key risk factors associated with an investment in the Company are detailed in Section 5. These and other factors could cause actual results to differ materially from those expressed in any forward-looking statements.

The Company has no intention to update or revise forward-looking statements, or to publish prospective financial information in the future, regardless of whether new information, future events or any other factors affect the information contained in this Prospectus, except where required by law.

The Company cannot and does not give assurances that the results, performance or achievements expressed or implied in the forward-looking statements contained in this Prospectus will actually occur and investors are cautioned not to place undue reliance on these forward-looking statements.

No Forecast Financial Information

The Company will only complete the Gameday Acquisition shortly before re-quotation of the Shares on the Official List and there will be an integration period following that. In addition, the Gameday Business is at a relatively early stage of its development. Consequently, there are significant uncertainties associated with forecasting future revenues and expenses of the Company. On this basis and after considering ASIC Regulatory Guide 170, the Directors believe that reliable financial forecasts for the Company cannot be prepared, and accordingly, financial forecasts have not been included in this Prospectus.

Diagrams

Diagrams used in this Prospectus are illustrative only and may not be drawn to scale. Unless otherwise stated, all data contained in charts, graphs and tables is based on information available at the date of this Prospectus.

Currency

All financial amounts contained in this Prospectus are expressed as Australian dollars unless otherwise stated.

Rounding

Any discrepancies between totals and sums and components in tables contained in this Prospectus are due to rounding.

Time

All references to time in this Prospectus are references to WST, unless otherwise stated.

Glossary

Defined terms and abbreviations used in this Prospectus are detailed in the glossary of terms in Section 10.

LETTER FROM THE CHAIRMAN

Dear Investor

On behalf of my fellow Directors, it is with great pleasure that I present this Prospectus and invite you to become a shareholder of Mount Magnet South Limited (to be renamed "Impression Healthcare Limited") (**Company**).

On 10 February 2016 the Company announced it had entered into an agreement with various parties pursuant to which the Company agreed to acquire the entire issued share capital of Gameday International Pty Ltd (**Gameday**) (**Gameday Acquisition**).

Gameday is a private Australian company that operates as a manufacturer and distributor of professionally made home-impression custom-fit mouthguards. Gameday aims to disrupt the mouthguard market in Australia by providing consumers a more cost-effective and convenient method of purchasing a mouthguard and has developed a business plan whereby customers are able to take an impression of their mouth with a home impression kit provided by Gameday, when and where they wish, post the impression back to Gameday using pre-paid packaging (provided with the home impression kit) and receive a custom-fit mouthguard within nine business days.

The Company held a general meeting on 27 July 2016 pursuant to which shareholder approval to give effect to the Gameday Acquisition was obtained. Refer to Section 1.6 for further details.

The Company has issued this Prospectus for:

- (a) a public offer of up to 37,500,000 Shares at an issue price of \$0.08 each to raise up to \$3,000,000 (before costs). The funds raised will be used to, among other things, satisfy the working capital requirements for the Company's expanded business, following completion of the Gameday Acquisition; and
- (b) the purpose of re-complying with Chapters 1 and 2 of the Listing Rules, following a change and scale of the Company's activities.

The Prospectus also contains:

- (a) an offer of 44,000,000 Shares, 20,000,002 Class A Performance Shares and 20,000,002 Class B Performance Shares to the Gameday Vendors (or their nominees) in consideration for the acquisition of all the issued capital in Gameday; and
- (b) an offer of 9,687,500 Shares and 1,171,879 Options to the Gameday Convertible Noteholders, 7,500,000 Options to the Lead Manager and 450,000 Shares to an adviser of Gameday.

Refer to Section 1 for further details of the Offers.

The Prospectus contains detailed information about the Offers and the current and proposed operations Company, as well as the risks pertaining to an investment in the Company. Potential investors should carefully consider those risks (detailed in Section 5).

On behalf of the board of the Company, I look forward to welcoming you as a shareholder of the Company.

Yours faithfully



Alec Pismiris
Chairman

KEY DETAILS OF THE OFFERS

Public Offer	
Price per Share	\$0.08
Shares offered for subscription:	
• Assuming minimum subscription	25,000,000
• Assuming maximum subscription	37,500,000
Vendor Offer	
Shares offered to the Gameday Vendors	44,000,000
Class A Performance Shares offered to the Gameday Vendors	20,000,002
Class B Performance Shares offered to the Gameday Vendors	20,000,002
Convertible Note Conversion Offer	
Shares offered to Gameday Convertible Noteholders	9,687,500
Options offered to Gameday Convertible Noteholders	1,171,879
Lead Manager Offer	
Options offered to the Lead Manager	7,500,000
Advisor Offer	
Shares offered to the Advisor	450,000
General	
Total Shares on issue before completion of the Offers	63,660,234
Total Shares on issue after completion of the Offers (assuming minimum subscription)	142,797,734
Total Options on issue before the completion of the Offers	21,516,857
Total Options on issue after the completion of the Offers	30,188,736
Total Class A Performance Shares on issue after completion of the Offers	20,000,002
Total Class B Performance Shares on issue after completion of the Offers	20,000,002

Note: It is proposed that, subject to Shareholder approval, Performance Rights will be issued to Mr Matthew Weston (a proposed Director) following completion of the Gameday Acquisition (Refer to Section 6.4). Refer to Section 1.10 for further details relating to the Company's proposed capital structure.

INDICATIVE TIMETABLE

Lodgement of Prospectus with ASIC	25 August 2016
Opening Date of the Public Offer	1 September 2016
Closing Date of the Public Offer	28 September 2016
Completion of Gameday Acquisition	5 October 2016
Issue of Securities under the Offers	10 October 2016
Despatch of holding statements	10 October 2016
Expected date for re-quotation of the Shares on the Official List	12 October 2016

The above dates are indicative only and may change without notice. The Company reserves the right to amend the timetable at any time. In particular, the Company reserves the right to vary the Closing Date without prior notice, which may have a consequential effect on the other dates. Applicants are therefore encouraged to lodge their Application Form as soon as possible after the Opening Date if they wish to invest in the Company.

INVESTMENT OVERVIEW

This Section is not intended to provide full information for investors intending to apply for Securities offered pursuant to this Prospectus. Investors should read and consider this Prospectus in its entirety.

Topic	Summary	Further Information
A. Company Overview		
Who is the issuer of this Prospectus?	Mount Magnet South Limited (to be renamed "Impression Healthcare Limited") (Company) is an Australian public company that has been listed on the Official List (ASX code: MUM) since 23 May 2007.	Section 2.1
What does the Company do?	The Company's principal current activity is limited to the maintenance of exploration licences located in Western Australia. In November 2015, the Company divested its Kirkalocka Gold Project and currently retains ownership of exploration licences E59/1778, E59/1962, E59/1361 and E59/2145. Having regard to the prevailing iron ore market and the limited exploration undertaken in respect to these licences, the Company has determined that its preferred strategy is to pursue business opportunities in a different sector. Accordingly, since the disposal of the Kirkalocka Gold Project, the Company has been actively pursuing investment opportunities, with a view to enhancing Shareholder value. The opportunities the Company has been investigating have not been limited to the resources sector.	Section 2.1
What is the Company's strategy?	As previously announced to ASX, the Board has been reviewing a number of opportunities to reinvigorate Shareholder value. One of these opportunities has led to the Gameday Acquisition (detailed below). On the basis that the Company completes the Gameday Acquisition, the Company will adopt a new strategy relating to the development of the Gameday Business as detailed in Section 2.6. If completion of the Gameday Acquisition does not occur, the Company will continue to actively pursue investment opportunities in Australia and overseas, with a view to enhancing Shareholder value.	Sections 2.1 and 2.6
What is the Consolidation?	At the General Meeting, Shareholders approved the consolidation of all of the securities in the Company on issue on a 1 : 20 basis (Consolidation). The Consolidation of all of the Company's securities was completed on 10 August 2016. Unless the context otherwise requires, all numbers of securities in the Company in this Prospectus are stated on a post-Consolidation basis.	

Topic	Summary	Further Information
B. Gameday Acquisition		
What is the Gameday Acquisition?	As announced on 10 February 2016, the Company has entered into the Share Sale Agreement with Gameday International Pty Ltd (Gameday) and the Major Gameday Vendors. The Company has also entered into Minority Seller Agreements with the Minority Gameday Vendors. The effect of the Share Sale Agreement and the Minority Seller Agreements is that, subject to the satisfaction of certain conditions, the Company has agreed to acquire the entire issued share capital of Gameday from the Gameday Vendors (Gameday Acquisition). The key terms of the Share Sale Agreement and the Minority Seller Agreement are summarised in Section 6.1.	Section 6.1
Who is Gameday?	Gameday is a private Australian company, incorporated on 18 September 2014, which presently operates as a manufacturer and distributor of professionally made home-impression custom-fit mouthguards. Gameday: • aims to disrupt the mouthguard market in Australia; • has developed a business plan whereby customers are able to take an impression of their mouth at home with an impression kit provided by Gameday, post the impression back to Gameday in the original express prepaid packaging and receive a custom-fit mouthguard within nine business days; and • currently produces a single product range with numerous product options. Following completion of the Gameday Acquisition, Gameday intends to investigate opportunities to expand its product offering to include oral appliances and dental products.	Section 2
What is the consideration payable by the Company under the Share Sale Agreement?	On and subject to completion of the Gameday Acquisition, the Company will issue: • an aggregate of 44,000,000 Shares; • an aggregate of 20,000,002 Class A Performance Shares; and • an aggregate of 20,000,002 Class B Performance Shares, to the Gameday Vendors (or their respective nominees) in consideration for their respective securities in Gameday.	Section 6.1
What are the conditions precedent under the Share Sale Agreement?	Completion of the Gameday Acquisition is conditional upon the satisfaction (or waiver) of the following conditions precedent, among others: • the Company obtaining conditional approval from	Section 6.1

Topic	Summary	Further Information
	ASX for the reinstatement of the Company's securities to official quotation following completion of the Gameday Acquisition and the Company being satisfied that the relevant conditions are capable of being satisfied; - the successful close of the capital raising under the Public Offer and the Company achieving the Minimum Subscription; and - if required, the Gameday Vendors and Gameday Convertible Noteholders entering into Restriction Agreements as required by ASX imposing such restrictions on trading of those securities as mandated by the Listing Rules. Shareholder approval for the Gameday Acquisition, such an approval being a condition precedent, was obtained at the General Meeting. The Share Sale Agreement also provides for certain other conditions precedent, all of which have been satisfied as at the date of this Prospectus.	
What are the effects of the Gameday Acquisition on the Company?	Upon completion of the Gameday Acquisition: - existing Shareholders of the Company will hold approximately 40.99% of the Company's issued capital (assuming oversubscriptions fully accepted); and - the Company will have one substantial Shareholder, being Alistair Pty Ltd, an entity owned and controlled by Mr Alistair Blake (a proposed Director), which will hold approximately 10.6% of the Company's issued capital (assuming Minimum Subscription).	Sections 1.10 and 1.12
C. Summary of the Offers		
What is the Public Offer and what are its key terms?	The Company is offering 25,000,000 Shares at an issue price of \$0.08 per Share to raise at least \$2,000,000 (before costs). Oversubscriptions to raise up to an additional \$1,000,000 will be accepted.	Sections 1.1, 1.4 and 1.5
What is the Vendor Offer and what are its key terms?	The Company is offering 44,000,000 Shares, 20,000,002 Class A Performance Shares and 20,000,002 Class B Performance Shares to the Gameday Vendors (or their nominees) in consideration for the Gameday Acquisition. The Vendor Offer may only be accepted by the Gameday Vendors.	Section 1.3(a)
What is the Convertible Note Conversion Offer and what are its key terms?	The Company is offering up to 9,687,500 Shares and 1,171,879 Options to Gameday Convertible Noteholders (or their nominees) on conversion of the Gameday Convertible Notes issued to them pursuant to the Convertible Note Term Sheet. The Convertible Note Conversion Offer may only be	Section 1.3(b)

Topic	Summary	Further Information
	accepted by the Gameday Convertible Noteholders.	
What is the Lead Manager Offer and what are its key terms?	The Company is offering 7,500,000 Options to the Lead Manager in consideration for structuring of the Gameday Acquisition. The Lead Manager Offer may only be accepted by the Lead Manager.	Section 1.3(c)
What is the Advisor Offer and what are its key terms?	The Company is offering 450,000 Shares to the Advisor in consideration for the provision of strategic advice and marketing the Gameday Acquisition. The Advisor Offer may only be accepted by the Advisor.	Section 1.3(d)
What are the purposes of the Additional Offers?	The purpose of the Additional Offers is to remove the need for an additional disclosure document to be issued upon the sale of any Shares, Options or Performance Shares (or any Shares issued upon the conversion of the Options and Performance Shares) that are issued under the Additional Offers.	Section 1.8
What are the conditions of the Public Offer?	Completion of the Public Offer is conditional on: - the Company receiving conditional approval from ASX for re-quotation of the Shares on the Official List on terms which the Company reasonably considers are capable of satisfaction; and - the Company achieving the Minimum Subscription. If the above conditions are not satisfied, the Company will not proceed with the Public Offer and will return to Applicants all the Application Monies (without interest) in accordance with the provisions of the Corporations Act. If the Public Offer does not proceed, the Vendor Offer, the Convertible Note Conversion Offer, the Advisor Offer and the Lead Manager Offer will not proceed.	Section 1.7
What is the purpose of the Public Offer?	The purpose of the Public Offer is to: - assist the Company to meet the requirements of ASX and satisfy Chapters 1 and 2 of the Listing Rules; - provide the Company with sufficient funding following completion of the Gameday Acquisition to seek to achieve its objectives; - provide the Company with additional working capital for its business following completion of the Gameday Acquisition; and - enhance the public profile of Gameday. The Directors are satisfied that on completion of the Public Offer, the Company will have sufficient funds to pursue its stated objectives.	Section 1.8

Topic	Summary	Further Information
What is the proposed use of funds raised pursuant to the Public Offer?	The Company intends to apply its existing cash reserves and the funds raised pursuant to the Public Offer: • for technology and platform development; • for research and development; • for sales and marketing; • to investigate opportunities to expand its product offerings; • provide the Company with additional working capital following completion of the Gameday Acquisition; and • to satisfy the costs associated with the Public Offer and Gameday Acquisition.	Section 1.9
What is the effect of the Offers on the capital structure of the Company?	The Shares issued under the Offers will represent approximately 59.01% of the enlarged issued share capital of the Company, following completion of the Gameday Acquisition (assuming oversubscriptions fully accepted). Shares to be issued pursuant to the Public Offer will represent approximately 17.51% of the enlarged issued share capital of the Company, following completion of the Gameday Acquisition. If the Company accepts oversubscriptions of an additional 12,500,000 Shares, the Shares issued under the Public Offer will represent approximately 24.15% of the enlarged issue share capital of the Company, following completion of the Gameday Acquisition. Shares to be issued pursuant to the Vendor Offer will represent approximately 28.33% of the enlarged issued share capital of the Company, following completion of the Gameday Acquisition (assuming oversubscriptions fully accepted).	Section 1.10
Who are the Substantial Shareholders?	Shareholders holding 5% or more of the Shares: • as at the date of this Prospectus, UBS Wealth Management Australia Nominee: 7,886,324 (12.39%) and Zero Nominees PL: 3,255,780 (5.11%); and • following completion of the Gameday Acquisition, the Company will have one substantial Shareholder, being Alistair Pty Ltd with 15,185,841 Shares (approximately 10.6%, assuming Minimum Subscription).	Section 1.12
Is the Public Offer underwritten?	The Public Offer is not underwritten.	Section 1.21
Who is the lead manager to the Public Offer?	Somers is the lead manager to the Public Offer.	Sections 1.22 and 6.6

Topic	Summary	Further Information
What are the terms of the Shares offered pursuant to this Prospectus?	A summary of the rights and liabilities attached to the Shares offered pursuant to this Prospectus is detailed in Section 7.1. Summaries of the terms and conditions of the Class A Performance Shares and Class B Performance Shares are detailed in Section 7.2. A summary of the terms and conditions of the Conversion Options and Lead Manager Options are detailed in Sections 7.3 and 7.4.	Section 7
D. Re-compliance with Chapters 1 and 2		
What approvals were sought at the General Meeting?	At the General Meeting, the Company sought Shareholder approval for: - the change in nature and scale of the activities of the Company as a result of the Gameday Acquisition; - the Consolidation; - the issue of Vendor Securities to the Gameday Vendors; - the issue of Performance Shares; - issue of Noteholder Securities to the Gameday Convertible Noteholders; - the issue of Shares under the Public Offer; - the issue of Advisor Shares; - the grant of Lead Manager Options; - the change of the Company's name to "Impression Healthcare Limited"; and - the appointment of Mr Alistair Blake, Mr Kelvin Smith, Mr Matthew Weston and Mr John Worsfold as Directors. Shareholder approval for each of the above was obtained at the General Meeting.	Section 1.6
Why does the Company need to re-comply with Chapters 1 and 2?	At the General Meeting, the Company sought Shareholder approval for, among other things, a change in the nature and scale of the Company's activities as a result of the Gameday Acquisition. To give effect to these changes, ASX requires the Company to re-comply with Chapters 1 and 2 of the Listing Rules. This Prospectus is issued to assist the Company to re-comply with these requirements. The Company has been suspended from trading from the time of the General Meeting and will not be reinstated until the Company has satisfied the Conditions of the Offers, including re-compliance with Chapters 1 and 2 of the Listing Rules. There is a risk that the Company may not be able to meet the requirements of re-quotation on the ASX. If the	Sections 1.6 and 1.7

Topic	Summary	Further Information
	Conditions of the Offers are not satisfied, or the Company does not receive conditional approval for re-quotation on ASX on terms which the Company reasonably believes are capable of satisfaction, then the Company will not proceed with the Public Offer and will repay all Application Monies received (without interest). If the Company does not proceed with the Public Offer, it will not proceed with the Vendor Offer, the Convertible Note Conversion Offer, the Advisor Offer, the Lead Manager Offer or the Gameday Acquisition.	
E. Overview of Gameday		
What is Gameday's business model?	The core of Gameday's business model is to provide quality custom-fit mouthguards in a more cost effective and convenient fashion than the traditional method of visiting a dentist. Gameday aims to disrupt the mouthguard market and has developed a business plan whereby customers are able to take an impression of their teeth at home, using the Gameday home impression kit, post the impression back to Gameday and receive a custom-fit mouthguard. Gameday currently produces a single product, being the custom-fit mouthguards, but has plans following the completion of the Gameday Acquisition to investigate opportunities to expand its product offering to include additional oral appliances.	Section 2.2
What are Gameday's plans and objectives?	The Company's main objectives upon completion of the Gameday Acquisition are as follows: • establish key business referrals and strategic partnerships with identified sporting bodies and clubs; • the establishment of appropriate representation on-the-ground in select regions; • the establishment of a marketing strategy focused on: ○ Gameday's brand and product appeal; ○ public relations with an aim to raise awareness about the importance of wearing custom-fit mouthguards; ○ advertising to the target market; ○ online and digital marketing; ○ competition with unique prizes such as an experience with athletes and coaches; ○ an e-commerce capability via its website; and • work to lower the cost of product delivery to its customers.	Section 2.6

Topic	Summary	Further Information
How does Gameday generate revenue?	At present, Gameday produces a single product range and is focused on growing its revenue stream from manufacturing and distributing professionally made home-impression custom-fit mouthguard products.	Section 2.2
What material contracts are Gameday and the Company a party to	The material contracts of Gameday and the Company comprise: • the Share Sale Agreement; • the Minority Seller Agreements; • the Convertible Note Term Sheets; • the IP Assignment Deed; • the Executive Employment Agreement; • the Consultancy Services Agreement; • the Deeds of Indemnity; • the Lead Manager Mandate; and • Services Agreement.	Section 6
F. Financial Information		
What is the Company's financial performance?	Based on the reviewed pro-forma Consolidated Statement of Financial Position of the Company as at 31 December 2015, as result of the Gameday Acquisition and the Public Offer, the Company will have (based on the Minimum Subscription): • total assets of approximately \$2,434,365; • total liabilities of approximately \$576,209; and • net assets of \$1,858,156. At completion of the Gameday Acquisition, and after taking into account the costs of the Gameday Acquisition and the Offers, the Company will have cash and cash equivalents of approximately \$2,009,128 (assuming a Minimum Subscription). The information in respect of the historical business of Gameday should not be regarded as an indication of the future performance of the Company. Prospective investors should be aware that there is no certainty that the future performance of the Company will be similar to the historical performance of Gameday. Relevant financial information in respect of the Company, including a pro-forma Consolidated Statement of Financial Position detailing the effect of the Gameday Acquisition (including the Public Offer), is detailed in Section 4. Section 4 also contains historical financial information in relation to Gameday, including Consolidated Statements of Financial Position for the financial year ended 30 June 2015 and half-year ended 31 December 2015 and condensed Consolidated Statements of Profit and Loss	Section 4

Topic	Summary	Further Information
	and Other Comprehensive Income for the financial years ended 30 June 2015, 2014 and 2013 and half-year ended 31 December 2015.	
What is the Company's dividend policy?	The Company does not intend to declare or pay any dividends in the immediately foreseeable future. The extent, timing and payment of any dividends declared or payable in the future will be determined by the Directors, based on a number of factors, including future earnings and the Company's financial position.	Section 1.23
G. Key Risks		
What are the key risks of investing in the Company?	Some of the key risks of investing in the Company are detailed below. The list of risks is not exhaustive and further details of these risks and other risks associated with an investment in the Company are detailed in Section 5. In undertaking its business activities, the Company will be exposed to risks, which include, but are not limited to: • A new business in a developing market: There can be no assurance that Gameday's products will be successful in the market or that Gameday will receive significant revenue from the sale of its products. Unexpected expense or downward pressure on the prices Gameday charge could result in the production of the Gameday mouthguards being uneconomic. • Limited operating history: Gameday has a limited operating history and the potential of its business model is still being proven. Like many companies at this stage it has not reached commercial viability. Accordingly, given that its business is at an early stage of development and is yet to generate profit, it is difficult to make an evaluation of Gameday's business or its prospects. No assurances can be given that the Company will achieve commercial viability through the successful implementation of its business plans. • Failure to increase transaction volumes, customers or establish its brand: Gameday is currently in the early stages of establishing its presence in the Australian market and its ability to profitably scale its business is heavily reliant on increases in transaction volumes and its customer base to generate revenue and profit. • Operational risk: Operations may be affected by various factors including, unanticipated operational and technical difficulties encountered, failure of operating equipment, fire, accidents, industrial disputes, risk that development and operating costs prove to be greater than expected, failure to achieve market penetration and prevention and/or restriction of market penetration through the inability to obtain	Section 5

Topic	Summary	Further Information
	consents and approvals. Reliance on key management personnel: The Company's business strategy will be implemented by the Board and the management team led by Matthew Weston and Alistair Blake. The Company's success will depend on the continued performance, efforts, abilities and expertise of its key management personnel, as well as other management and technical personnel engaged on a contractual basis. The loss of services of any of its key management personnel and the Company's inability to replace them could have a material adverse impact on the Company's ability to successfully implement the Company's business strategy. New product development and process risk: Gameday's business will be reliant upon certain manufacturing and distribution processes and upon the successful commercialisation of its products. The Company is confident that Gameday's products offer a unique offering in the Australian marketplace. However, there is a risk that as healthcare and dental care industry continues to develop, there may be certain product developments that supersede, and render obsolete, Gameday's products. This will adversely affect the Company's financial performance and position and the value of the Securities. Intellectual property and patent protection: Gameday's trademarks, trade names, copy rights, trade secrets and other intellectual property rights are important to its success and unauthorised use of any of Gameday's intellectual property rights may adversely affect the Company's business and Gameday's reputation. There can be no assurances that the Company or Gameday will be able to: - register or protect new intellectual property it develops in the future; or - prevent the unauthorised use of its intellectual property. Failure to adequately protect Gameday's intellectual property rights could adversely affect the Company's financial performance and condition.	

Topic	Summary	Further Information
H. Directors and Related Party Interests and Arrangements		
Who are the directors of the Company?	The Directors (as at the date of this Prospectus) are: • Mr Alec Pismiris – Non-Executive Chairman; • Mr Michael Fennell – Non-Executive Director; and • Mr David Leavy – Non-Executive Director. On completion of the Gameday Acquisition, Messrs Fennell and Leavy will resign as Directors. Mr Pismiris will continue as a Non-Executive Director. Refer to Section 3.1 for details of the Directors' qualifications and experience.	Section 3.1
Who are the Proposed Directors and Key Management?	The Proposed Directors are: • Mr Kelvin Smith – Non-Executive Chairman; • Mr Matthew Weston – Executive Director and Chief Executive Officer; • Mr Alistair Blake – Executive Director and Chief Technical Officer; • Mr John Worsfold – Non-Executive Director; and • Mr Alec Pismiris – Non-Executive Director. From completion of the Gameday Acquisition, the key management personnel will be Mr Weston and Mr Blake. Refer to Section 3.2 for details of the Proposed Directors' and key management personnel's qualifications and experience.	Section 3.2
Who are the Technical Advisors?	The technical advisors are: • Dr David Bailey; and • Mr David Neesham. Refer to Section 3.2 for details regarding their appointment.	Section 3.2
What interests do the Directors and Proposed Directors have in the Securities and the Offers?	The interests of the Directors and Proposed Directors, including details of their remuneration and the Securities held by them are detailed in Sections 8.1 to 8.3.	Sections 8.1 to 8.3
I. Applications and Other Information		
How can I apply for Shares under the Public Offer?	You may apply for Shares offered pursuant to the Public Offer by completing an Application Form attached to, or accompanying, this Prospectus. Applications for Shares under the Public Offer must be for a minimum of \$2,000 (25,000 Shares) and thereafter in multiples of \$500 (6,250 Shares) and payment for all the	Section 1.15(a)

Topic	Summary	Further Information
	Shares must be made in full at the issue price of \$0.08 per Share. To the extent permitted by law, a completed Application Form lodged together with a cheque for the Application Monies (if applicable) constitutes a binding and irrevocable offer to subscribe for the number of Securities specified in the Application Form.	
How to apply for Securities under the Vendor Offer?	Applications for Securities under the Vendor Offer may only be made by the Gameday Vendors. A personalised Vendor Offer Application Form will be issued to each Gameday Vendor, together with a copy of the Prospectus.	Section 1.15(b)
How to apply for Securities under the Convertible Note Conversion Offer	Application for Securities under the Convertible Note Conversion Offer may only be made by Gameday Convertible Noteholders. A personalised Convertible Note Conversion Offer Application Form will be issued to Gameday Convertible Noteholders, together with a copy of the Prospectus.	Section 1.15(c)
How to apply for Securities under the Advisor Offer	Application for Securities under the Advisor Offer may only be made by the Advisor. A personalised Advisor Offer Application Form will be issued to the Advisor, together with a copy of the Prospectus.	Section 1.15(e)
How to apply for Securities under the Lead Manager Offer	Application for Securities under the Lead Manager Offer may only be made by the Lead Manager. A personalised Lead Manager Offer Application Form will be issued to the Lead Manager, together with a copy of the Prospectus.	Section 1.15(d)
What is the allocation policy?	The allotment of Shares under the Public Offer will be determined by the Directors, in conjunction with the Lead Manager. The Directors reserve the right to issue Shares in full for any Application or any lesser number or to decline any Application. Any decision on allocation will be made after the Public Offer has closed.	Section 1.16
Is there any brokerage, commission or stamp duty payable by Applicants?	No brokerage, commission or stamp duty is payable by Applicants on subscription or issue of Securities pursuant to the Offers.	Section 1.15
What are the tax implications of investing in the Company?	The tax consequences of any investment in Shares will depend on your personal circumstances. You should obtain your own tax advice before deciding to invest in the Company.	Section 1.26
Will any Securities be subject to escrow	The Shares issued pursuant to the Public Offer will not be subject to escrow restrictions. Refer to Section 1.14 for further details of Restricted	Section 1.14

Topic	Summary	Further Information
	Securities and escrow arrangements.	
Can the Offers be withdrawn?	The Public Offer will not proceed unless: - the Company receives conditional approval for re-quotations of the Shares on the Official List on terms which the Company reasonably believes are capable of satisfaction; and - the Minimum Subscription is achieved. The Directors may at any time decide to withdraw this Prospectus and the Public Offer in which case the Company will return all Application Monies (without interest) in accordance with the provisions of the Corporations Act. If the Public Offer does not proceed, none of the Vendor Offer, the Convertible Note Conversion Offer, the Advisor Offer, the Lead Manager Offer or the Gameday Acquisition will proceed.	Sections 1.7 and 1.20
How can I obtain further information?	Further information can be obtained by reading this Prospectus in its entirety and consulting your professional advisers. You can also contact the Company Secretary, Mr Robert Marusco, on +61 8 9217 2400.	Section 1.27

1. Details of Offers

1.1 The Public Offer

This Prospectus invites investors to apply for 25,000,000 Shares at an issue price of \$0.08 each to raise \$2,000,000 (before costs). Oversubscriptions of up to 12,500,000 Shares may be accepted by the Company (refer to Section 1.5 for further details) (**Public Offer**).

The Shares offered under this Prospectus are of the same class and will rank equally in all respect with the existing Shares. Refer to Section 7.1 for details of the rights and liabilities attaching to Shares.

Refer to Section 1.15(a) for details on how to apply for Shares under the Public Offer.

1.2 Acquisition of Gameday

As announced on 10 February 2016, the Company, Gameday International Pty Ltd (**Gameday**) and the Major Gameday Vendors entered into a share sale agreement (**Share Sale Agreement**) pursuant to which the Company agreed to acquire all of the issued and outstanding common shares in the capital of Gameday (the **Gameday Acquisition**).

Gameday is a private Australian company which presently operates as a manufacturer and distributor of professionally made home-impression custom-fit mouthguards. Refer to Section 2.2 for further information.

1.3 The Additional Offers

(a) The Vendor Offer

This Prospectus also includes an offer of:

- (i) 44,000,000 Shares to the Gameday Vendors (or their nominees);
- (ii) 20,000,002 Class A Performance Shares to the Gameday Vendors (or their nominees); and
- (iii) 20,000,002 Class B Performance Shares to the Gameday Vendors (or their nominees),

pursuant to the Share Sale Agreement, in consideration for the acquisition of the entire issued capital of Gameday (**Vendor Securities**). The material terms and conditions of the Share Sale Agreement are summarised in Section 6.1.

The Shares to be issued under the Vendor Offer are of the same class and will rank equally in all respect with the existing Shares. Refer to Section 7.1 for details of the rights and liabilities attaching to Shares.

Refer to Sections 7.2 for details of the rights and liabilities attaching to the Class A Performance Shares and the Class B Performance Shares to be issued under the Vendor Offer.

Gameday Vendors should refer to Section 1.15(b) for details of how to accept the Vendor Offer.

Some or all of the Vendor Securities may be subject to escrow restrictions in accordance with Chapter 9 of the Listing Rules.

(b) **The Convertible Note Conversion Offer**

This Prospectus also includes an offer of 9,687,500 Shares (**Conversion Shares**) and 1,171,879 Options (**Conversion Options**) (together, the **Conversion Securities**) to the Gameday Convertible Noteholders (or their nominees) on conversion of their Gameday Convertible Notes currently on issue in Gameday (**Convertible Note Conversion Offer**). The material terms and conditions of the Gameday Convertible Notes are summarised in Section 6.2.

The Conversion Shares offered under the Convertible Note Conversion Offer will rank equally with the existing Shares on issue. Refer to Section 7.1 for details of the rights and liabilities attaching to Shares.

The Conversion Options offered under the Convertible Note Conversion Offer will be issued on the terms and conditions detailed in Section 7.3.

The Convertible Note Conversion Offer is being made with disclosure under this Prospectus to ensure that the issue of Shares upon the exercise of the Conversion Options as well as any on-sale of such Shares in the 12 months following the date of issue does not require a disclosure document.

Gameday Convertible Noteholders should refer to Section 1.15(c) for details of how to accept the Convertible Note Conversion Offer.

(c) **The Lead Manager Offer**

This Prospectus also includes an offer of 7,500,000 Options to Somers and Partners Pty Ltd (**Lead Manager**) at the issue price of \$0.12 per Option (**Lead Manager Options**) in consideration for structuring the Gameday Acquisition (**Lead Manager Offer**).

The Lead Manager Options offered under the Lead Manager Offer will be issued on the terms and conditions detailed in Section 7.4.

The Lead Manager Offer is being made with disclosure under this Prospectus to ensure that the issue of Shares upon the exercise of the Lead Manager Options as well as any on-sale of such Shares in the 12 months following the date of issue does not require a disclosure document.

The Lead Manager should refer to Section 1.15(d) for details of how to accept the Lead Manager Options.

Some or all of the Lead Manager Options may be subject to escrow restrictions in accordance with Chapter 9 of the Listing Rules.

(d) **The Advisor Offer**

This Prospectus also includes an offer of 450,000 Shares to the Advisor (**Advisor Shares**) in consideration for providing strategy advice and marketing the Gameday Acquisition under a services agreement (**Advisor Offer**).

The Advisor Shares offered under the Advisor Offer will rank equally with existing Shares on issue. Refer to Section 7.1 for details of the rights and liabilities attaching to Shares.

The Advisor should refer to Section 1.15(e) for details of how to accept the Advisor Shares under the Advisor Offer.

Some or all of the Advisor Shares may be subject to escrow restrictions in accordance with Chapter 9 of the Listing Rules.

1.4 Minimum Subscription

The minimum total subscription under the Public Offer is 25,000,000 Shares to raise \$2,000,000 (before associated costs) (**Minimum Subscription**).

None of the Shares offered under this Prospectus will be issued if Applications are not received for the Minimum Subscription. Should Applications for the Minimum Subscription not be received within 3 months from the date of this Prospectus, the Company will either repay the Application Monies (without interest) to the Applicants or issue a supplementary prospectus or replacement prospectus and allow Applicants one month to withdraw their Applications and have their Application Monies refunded to them (without interest).

1.5 Oversubscriptions

Oversubscriptions of up to 12,500,000 Shares (at an issue price of \$0.08 per Share) may be accepted by the Company.

If the Company accepts the maximum number of oversubscriptions then the number of Shares issued under the Public Offer will be 37,500,000 and the amount that will be raised under this Prospectus will be \$3,000,000 (before associated costs).

1.6 Re-compliance with the Listing Rules

At the general meeting of Shareholders held on 27 July 2016 (**General Meeting**), the Company obtained Shareholder approval for:

- (a) a change in the nature and scale of the Company's activities as a result of the Gameday Acquisition (**Change of Activities**);
- (b) the Consolidation;
- (c) the issue of the Vendor Securities to the Gameday Vendors;
- (d) the Performance Shares;
- (e) the issue of Conversion Securities;
- (f) the issue of the Shares under the Public Offer;
- (g) the issue of Advisor Shares;
- (h) the grant of Lead Manager Options;
- (i) the appointment of Messrs Alistair Blake, Kelvin Smith, Matthew Weston and John Worsfold as Directors; and
- (j) the change of the Company's name to "Impression Healthcare Limited".

To give effect to the Change of Activities, ASX requires the Company to re-comply with Chapters 1 and 2 of the Listing Rules. This Prospectus is issued to assist the Company to re-comply with these requirements.

The Company has been suspended from trading from the time of the General Meeting and will not be reinstated until the Company has satisfied the conditions of the Offers (refer to Section 1.7), including re-compliance with Chapters 1 and 2 of the Listing Rules.

There is a risk that the Company may not be able to meet the requirements for re-quotation on the ASX. In the event the Conditions of the Offers are not satisfied or the Company does not receive conditional approval for re-quotation on ASX on terms which the Company reasonably believes are

capable of satisfaction, then the Company will not proceed with the Public Offer and will repay Application Monies received (without interest). If the Company does not proceed with the Public Offer, it will not proceed with the Vendor Offer, the Convertible Note Conversion Offer, the Advisor Offer, the Lead Manager Offer or the Gameday Acquisition.

The Company will apply to ASX no later than seven days from the date of this Prospectus for Official Quotation of the Shares issued pursuant to this Prospectus. If the Shares are not admitted to quotation within three months after the date of this Prospectus, no Shares will be issued and Application Monies will be refunded in full without interest in accordance with the Corporations Act.

The Company will not apply to ASX for Official Quotation of the Class A Performance Shares, the Class B Performance Shares or the Options issued pursuant to this Prospectus.

Neither ASX nor ASIC take responsibility for the contents of this Prospectus. The fact that ASX may grant Official Quotation to the Shares issued pursuant to this Prospectus is not taken in any way as an indication by ASX as to the merits of the Company or the Shares.

1.7 Conditional Offers

Completion of the Public Offer is conditional on:

- (a) Shareholders approving:
 - (i) the change in nature and scale of the activities of the Company as a result of the Gameday Acquisition (refer to Section 1.6);
 - (ii) the Consolidation;
 - (iii) the issue of the Vendor Securities to the Gameday Vendors;
 - (iv) the Performance Shares
 - (v) the issue of the Conversion Securities;
 - (vi) the issue of Advisor Shares;
 - (vii) the grant of Lead Manager Options;
 - (viii) the issue of Shares under the Public Offer;
 - (ix) the appointment of Mr Alistair Blake, Mr Kelvin Smith, Mr Matthew Weston and Mr John Worsfold as Directors; and
 - (x) the change of the Company's name to "Impression Healthcare Limited",(together, the **Acquisition Resolutions**);
- (b) the Company receiving conditional approval for re-quotation of the Shares on the Official List on terms which the Company reasonably considers are capable of satisfaction; and
- (c) the Company achieving the Minimum Subscription (refer to Section 1.4).

If the above conditions are not satisfied, the Company will not proceed with the Public Offer and will return to Applicants all the Application Monies (without interest) in accordance with the provisions of the Corporations Act.

If the Public Offer does not proceed, the Vendor Offer, the Convertible Note Conversion Offer, the Advisor Offer, the Lead Manager Offer and the Gameday Acquisition will not proceed.

1.8 Purpose of the Offers

The purpose of the Offers is to:

- (a) assist the Company to meet the requirements of ASX and satisfy Chapters 1 and 2 of the Listing Rules;
- (b) provide the Company with sufficient funding to:
 - (i) assist it to achieve the objectives detailed in Section 2;
 - (ii) satisfy the working capital requirements for the Company's future expanded business, following completion of the Gameday Acquisition; and
 - (iii) meet the costs of the Offers;
- (c) removed the need for an additional disclosure document to be issued upon the sale of any Shares that are to be issued under the Public Offer by retail investors or the sale of any Shares issued under or issued upon conversion of Options or Performance Shares issued under the Additional Offers; and
- (d) enhance the public profile of Gameday and the Company.

1.9 Use of Funds

As at the date of this Prospectus, the Company has cash reserves of approximately \$200,000 and Gameday has current cash reserves of approximately \$50,000 (refer to Section 4).

The Company intends to apply the funds raised from the Public Offer, together with the Company's cash reserves and Gameday's cash reserves, over the 24 months following reinstatement to quotation of the Shares as follows:

Item	\$2,000,000 Raised (\$)	\$3,000,000 Raised (\$)
Cash position of the Company ¹	200,000	200,000
Cash position of Gameday ¹	50,000	50,000
Funds raised under the Public Offer	2,000,000	3,000,000
Total Funds Available	2,250,000	3,250,000
Allocation of Funds		
Technology and Platform Costs - technical consultants, equipment, software and enhancement costs relating to the operating platform and online systems ²	390,000	530,000
Sales and Marketing - sales and marketing costs, website and e-commerce development, event driven marketing campaigns, marketing and public relations consultants and other associated marketing costs (including building business networks, strategic partnerships and alliances, and joint venture arrangements) ³	700,000	1,350,000
New Product Development - investigating opportunities to expand its product offerings to include teeth whitening	150,000	200,000

Item	\$2,000,000 Raised (\$)	\$3,000,000 Raised (\$)
solution kits, night guards, boil and bite mouthguards and other sporting goods and products ⁴		
Corporate Management and Administration	504,000	504,000
Working Capital	264,000	363,000
Remaining costs associated with the Public Offer and Gameday Acquisition ⁵	242,000	303,000
Total	2,250,000	3,250,000

Notes:

1. During the period between 31 December 2015 (being the date on which the Financial Information detailed in Section 4 was settled) to the date of this Prospectus, the Company has incurred an expenditure of approximately \$950,000 (including \$400,000 repaid in respect to convertible notes having a maturity date of 31 July 2017).
2. Refer to Section 2.3 for further details.
3. Refer to Section 2.6 for further details.
4. Refer to Section 2.7 for further details.
5. As at the date of this Prospectus, the Company has paid legal fees of approximately \$71,000. Refer to Section 8.6 for further details regarding the costs of the Offers.

The above is a statement of current intention as at the date of this Prospectus. Investors should note that, as with any budget, the allocation of funds set out in the above table may change depending on a number of factors, including the outcome of operational activities, regulatory developments and market and general economic conditions. In light of this, the Board reserves the right to alter the way the funds are applied.

The Board believes that its current cash reserves and the funds raised from the Public Offer will provide the Company with sufficient working capital to achieve the Company's objectives as set out in this Prospectus.

The above estimated expenditures will be subject to modification on an ongoing basis depending on the results obtained from the Company's activities. Due to market conditions, the development of new opportunities or any number of other factors (including the risk factors outlined in Section 5), actual expenditure levels may differ significantly to the above estimates. The Board will consider the use of further debt or equity funding where it is appropriate to expand the sale and marketing efforts, accelerate a specific product development or capitalise on other opportunities as they arise.

1.10 Capital Structure

On the basis that the Company completes the Public Offer and the Gameday Acquisition, the Company's capital structure will be as follows:

	Number of Shares		Number of Options	Number of Performance Shares	Number of Convertible Notes
	\$2,000,000 Raised	\$3,000,000 Raised			
Balance as at the date of this Prospectus	63,660,234	63,660,234	21,516,857 ¹	Nil	26,666,667 ²
To be issued pursuant to the	25,000,000	37,500,000	Nil	Nil	Nil

	Number of Shares		Number of Options	Number of Performance Shares	Number of Convertible Notes
	\$2,000,000 Raised	\$3,000,000 Raised			
Public Offer					
To be issued pursuant to the Vendor Offer	44,000,000	44,000,000	Nil	40,000,004	Nil
To be issued to the Convertible Note Conversion Offer	9,687,500	9,687,500	1,171,879	Nil	Nil
To be issued to the Advisor Offer	450,000	450,000	Nil	Nil	Nil
To be issued to Lead Manager Offer	Nil	Nil	7,500,000	Nil	Nil
Total	142,797,734	155,297,734	30,188,736	40,000,004	26,666,667

Notes:

- Comprised of:
 - 17,266,857 listed Options exercisable at \$0.12 each on or before 31 December 2018;
 - 4,250,000 unlisted Options exercisable at \$0.12 each on or before 31 December 2018; and
- Convertible Notes with a maturity date of 31 July 2017 and a right to convert to 3,333,333 Shares (post-Consolidation) at a conversion price of \$0.12 per Share.

Note also that it is proposed, following completion of the Gameday Acquisition and subject to shareholder approval, that the Company will grant 2,205,063 Performance Rights to Mr Matthew Weston as part of his engagement as the Chief Executive Officer of the Company. Refer to Section 6.4 for further details.

1.11 Effect on Control

The effect on control of the Offers depends upon the take-up of the Shares issued pursuant to the Public Offer.

The Directors will allocate Shares so that the issue of Shares pursuant to this Prospectus will not result in any Shareholder or Applicant, increasing its voting power in the Company:

- from 20% or below to more than 20%; or
- from a starting point that is above 20% and below 90%.

Upon completion of the Gameday Acquisition, and assuming no Options are exercised and no Class A Performance Shares or Class B Performance Shares are converted into Shares:

- Mr Alistair Blake (and his associates) will hold approximately 10.6% of the Company's issued capital (assuming a Minimum Subscription); and
- existing Shareholders will hold approximately 40.99% of the Company's issued capital (assuming that the Public Offer is fully subscribed including oversubscriptions).

1.12 Substantial Shareholders

As at the date of this Prospectus, Shareholders holding a relevant interest in 5% or more of the Shares on issue are as follows:

Name	Number of Shares	Percentage of Shares
UBS Wealth Management Australia Nominees Ltd	7,886,324	12.39%
Zero Nominees Pty Ltd	3,255,780	5.11%

Based on the information known at the date of this Prospectus, upon completion of the Gameday Acquisition, the following persons will have a relevant interest in 5% or more of the Shares on issue:

Name	Number of Shares	Percentage of Shares ²
Alistair Pty Ltd ¹	15,185,841	10.6%

Notes:

1. An entity owned and controlled by Mr Alistair Blake (a Proposed Director).
2. Assumes a Minimum Subscription under the Public Offer.

1.13 Market Price of Shares

The highest and lowest market sale prices of the Shares on ASX during the three (3) months immediately preceding the date of this Prospectus and the respective dates of those sales were (pre-Consolidation):

Highest: \$0.005

Lowest: \$0.004

1.14 Restricted Securities

None of the Company's Shares or Options are currently Restricted Securities or subject to escrow restrictions imposed by ASX.

Subject to the Company re-complying with Chapters 1 and 2 of the Listing Rules, certain securities in the Company will be classified by the ASX as restricted securities and will be required to be held in escrow for up to 24 months from the date of reinstatement to Official Quotation. During the period in which these securities are prohibited from being transferred, trading in Shares may be less liquid, which may impact on the ability of a Shareholder to dispose of Shares in a timely manner.

None of the Shares issued pursuant to the Public Offer will be subject to escrow restrictions.

The Gameday Vendors, the Advisor and the Lead Manager have acknowledged that some or all of the Vendor Securities, the Advisor Shares or the Lead Manager Options (as applicable) may be escrowed, in accordance with the requirements of ASX, and have agreed to sign such form of escrow agreement as required by ASX.

The Company will announce to the ASX full details (quantity and duration) of the securities in the Company required to be held in escrow prior to the Shares commencing trading on the ASX.

1.15 How to Apply

- (a) **Public Offer**

If you wish to apply for Shares under the Public Offer, complete the Public Offer Application Form attached to, or accompanying, this Prospectus. Alternatively complete a paper copy of the electronic Public Offer Application Form which accompanies the electronic version of this Prospectus which can be found and downloaded from www.mountmagnet.com.au. Completed Public Offer Application Forms should be returned to and received by the Company, together with the Application Monies in full, prior to 5:00pm (WST) on the Closing Date.

Applications must be for a minimum of \$2,000 (25,000 Shares) and thereafter in multiples of \$500 (6,250 Shares) and payment for all the Shares must be made in full at the issue price of \$0.08 per Share.

Completed Public Offer Application Forms and Application Monies should be returned to the Company as follows:

By Post To:	Or Delivered To:
Security Transfer Registrars Pty Ltd PO BOX 535 APPLECROSS WA 6953	Security Transfer Registrars Pty Ltd 770 CANNING HIGHWAY APPLECROSS WA 6153

No brokerage, commission or stamp duty is payable by Applicants on subscription or issue of Shares pursuant to the Public Offer.

Refer to the instructions on the back of the Public Offer Application Form when completing your Application. Cheques must be made payable to **"Mount Magnet South Limited Share Offer Account"** and crossed **"Not Negotiable"**. All cheques must be in Australian dollars.

An original completed and lodged Public Offer Application Form, together with a cheque for the Application Monies, constitutes a binding and irrevocable offer to subscribe for the number of Shares specified in the Public Offer Application Form. The Public Offer Application Form does not have to be signed to be a valid Application. An Application will be deemed to have been accepted by the Company upon allotment of the Shares.

The Directors reserve the right to close the Public Offer early without prior notice. Applicants are therefore encouraged to submit their Public Offer Application Forms as early as possible. However, the Company reserves the right to extend the Public Offer or accept late Applications.

(b) **The Vendor Offer**

The Vendor Offer is an offer to Gameday Vendors only.

Only Gameday Vendors can accept an offer under the Vendor Offer. A personalised Vendor Offer Application Form will be issued to each Gameday Vendor together with a copy of this Prospectus. The Company will only provide a Vendor Offer Application Form to the persons entitled to participate in the Vendor Offer.

No brokerage, commission or stamp duty is payable by Applicants on subscription or issue of Vendor Securities pursuant to the Vendor Offer.

Completed Vendor Offer Application Forms should be returned to the Company prior to 5:00pm (WST) on the Closing Date.

(c) **The Convertible Note Conversion Offer**

The Convertible Note Conversion Offer is an offer to Gameday Convertible Noteholders only.

Only Gameday Convertible Noteholders can accept an offer for the Conversion Securities under the Convertible Note Conversion Offer. A personalised Convertible Note Conversion Offer Application Form will be issued to each Gameday Convertible Noteholder together with a copy of this Prospectus. The Company will only provide a Convertible Note Conversion Offer Application Form to the persons entitled to participate in the Convertible Note Conversion Offer.

No brokerage, commission or stamp duty is payable by the Gameday Convertible Noteholders on subscription or issue of the Conversion Securities pursuant to the Convertible Note Conversion Offer.

The completed Convertible Note Conversion Offer Application Form should be returned to the Company prior to 5:00pm (WST) on the Closing Date.

(d) **The Lead Manager Offer**

The Lead Manager Offer is an offer to the Lead Manager only.

Only the Lead Manager can accept the Lead Manager Options under the Lead Manager Offer. A personalised Lead Manager Offer Application Form will be issued to the Lead Manager together with a copy of this Prospectus. The Company will only provide a Lead Manager Offer Application Form to the Lead Manager.

No brokerage, commission or stamp duty is payable by the Lead Manager on subscription or issue of the Lead Manager Options pursuant to the Lead Manager Offer.

The completed Lead Manager Offer Application Form should be returned to the Company prior to 5:00pm (WST) on the Closing Date.

(e) **The Advisor Offer**

The Advisor Offer is an offer to the Advisor only.

Only the Advisor can accept the Advisor Shares under the Advisor Offer. A personalised Advisor Offer Application Form will be issued to the Advisor together with a copy of this Prospectus. The Company will only provide an Advisor Offer Application Form to the Advisor.

No brokerage, commission or stamp duty is payable by the Advisor on subscription or issue of the Advisor Shares pursuant to the Advisor Offer.

The completed Advisor Offer Application Form should be returned to the Company prior to 5:00pm (WST) on the Closing Date.

1.16 Issue and Allocation of Shares

The Directors will determine the allocation of Shares under the Public Offer in consultation with the Lead Manager. The Directors, in conjunction with the Lead Manager, reserve the right to issue Shares in full for any Application or to issue any lesser number or to decline any Application provided that no Shareholder or Applicant increases its voting power in the Company:

- (a) from 20% or below to more than 20%; or
- (b) from a starting point that is above 20% and below 90%.

Where the number of Shares issued is less than the number applied for, or where no Issue is made, the surplus Application Monies (without interest) will be returned by cheque to the Applicant in accordance with the Corporations Act. Any decision on allocation will be made after the Public Offer has closed.

Subject to the conditions to the Offers being satisfied (refer to Section 1.7), Securities issued pursuant to the Offers will be issued as soon as practicable following the satisfaction of the conditions to the Offers.

It is the Applicants' responsibility to determine their allocation prior to trading in Shares. Applicants who sell their Shares before they receive their holding statement will do so at their own risk.

1.17 Application Monies held in Trust

Pending the issue of the Shares or refund of Application Monies, pursuant to this Prospectus, all Application Monies will be held by the Company on trust on behalf of Applicants in a separate bank account maintained solely for the purpose of depositing Application Monies.

The Company will be entitled to retain all interest that accrues on the Application Monies and each Applicant waives the right to claim any part of such interest.

1.18 CHESS

The Company participates in the Clearing House Electronic Subregister System (**CHESS**). ASX Settlement Pty Limited, a wholly owned subsidiary of ASX, operates CHESS in accordance with the Listing Rules and the ASX Settlement Operating Rules. Investors who do not wish to participate through CHESS will be issuer sponsored by the Company.

Electronic sub-registers means that the Company will not issue certificates to investors. Instead, investors will be provided with holding statements (similar to a bank account statement) that set out the number of Shares issued to them under this Prospectus. The holding statements will also advise holders of their Holder Identification Number (if the holder is broker sponsored) or Security Holder Reference Number (if the holder is issuer sponsored) and explain, for future reference, the sale and purchase procedures under CHESS and issuer sponsorship. Electronic sub-registers also mean ownership of Shares or Options can be transferred without having to rely on paper documentation.

Further, monthly statements will be provided to holders if there have been any changes in their Security holding in the Company during the preceding month. Security holders may request a holding statement at any other time; however there may be a charge for such additional statements.

1.19 ASX Waivers

Listing Rule 2.1 Condition 2 provides that the issue price or sale price of all securities for which an entity seeks quotation (except options) must be at least \$0.20. ASX has granted the Company a waiver from Listing Rule 2.1 Condition 2 to the extent necessary not to require the issue price of the Shares proposed to be issued pursuant to the Public Offer to be at least \$0.20, on the condition that the issue price is not less than \$0.02 each and Shareholders approve the issue price.

Listing Rule 1.1 Condition 11 provides that if an entity has options on issue, the exercise price for each underlying security must be at least \$0.20. ASX has granted the Company a waiver of Listing Rule 1.1 Condition 11 to the extent necessary to permit the exercise price of the Lead Manager Options, Conversion Options, Class A Performance Shares and the Class B Performance Shares not to be at least \$0.20, on the condition that Shareholders approve the issue of the Lead Manager Options, Conversion Options, Class A Performance Shares and the Class B Performance Shares.

Further, ASX Guidance Note 12 provides that if an entity is required to re-comply with Chapters 1 and 2 of the Listing Rules, ASX will not apply Listing Rule 1.1 Condition 11 in respect of the entity's

existing options. ASX has confirmed that the Company will not have to restructure its existing Options (refer to Section 1.10) to increase their exercise price to at least \$0.20.

1.20 Withdrawal

The Directors may at any time decide to withdraw this Prospectus and the Public Offer, in which case, the Company will return all Application Monies (without interest) in accordance with the provisions of the Corporations Act.

1.21 Underwriting

The Public Offer is not underwritten.

1.22 Lead Manager

The Company has appointed Somers as the lead manager to the Public Offer on the terms and conditions detailed in the Lead Manager Mandate. Refer to Section 6.6 for further details on the Lead Manager Mandate.

1.23 Dividend Policy

The Company does not intend to declare or pay any dividends in the immediately foreseeable future.

Any future determination as to the payment of dividends by the Company will be at the sole discretion of the Directors and will depend on the availability of distributable earnings and operating results and financial condition of the Company, future capital requirements and general business and other factors considered relevant by the Directors. No assurance in relation to the payment of dividends or franking credits attaching to dividends can be given by the Company.

1.24 Overseas Investors

No action has been taken to register or qualify the Securities, or the Offers, or otherwise to permit the public offering of Securities, in any jurisdiction outside Australia.

The distribution of this Prospectus outside Australia may be restricted by law and persons into whose possession this Prospectus comes should observe all applicable restrictions. Any failure to comply with these restrictions may constitute a violation of those laws.

This Prospectus does not constitute an offer of Securities in any jurisdiction where, or to any person to whom, it would be unlawful to issue this Prospectus.

It is the responsibility of any overseas Applicant to ensure compliance with all laws of any country relevant to its Application. The return of a duly completed Application Form will be taken by the Company to constitute a representation and warranty that there has been no breach of such laws and that all necessary approvals and consents have been obtained.

1.25 Risks

As with any securities investment, there are risks associated with investing in the Company. Key risk factors that could affect the financial and market performance of the Company are detailed in Section 5. The Shares offered under this Prospectus should be considered speculative. Before deciding to invest in the Company, investors should read this Prospectus in its entirety and should consider all factors in light of their personal circumstances and seek appropriate professional advice.

1.26 Taxation

It is the responsibility of all persons to satisfy themselves of the particular taxation treatment that applies to them in relation to the Offers, by consulting their own professional tax advisers. Neither the Company nor any of its Directors or officers accepts any liability or responsibility in respect of the taxation matters referred to above.

1.27 Enquiries in relation to the Offers

This Prospectus provides information for prospective investors in the Company, and should be read in its entirety. If, after reading this Prospectus, you have any questions about any aspect of an investment in the Company, please contact your stockbroker, accountant or independent financial adviser. Any investment in the Company under this Prospectus should be considered speculative.

Questions relating to the Offers can be directed to the Company Secretary on +61 8 9217 2400.

2. Company and Gameday Overview

2.1 Company and Strategy

The Company is an Australian public company that has been listed on the Official List (ASX code: MUM) since 23 May 2007. The Company's principal activities are the maintenance of mineral exploration licences that it currently holds.

Between 2011 and 2012, the Company completed a feasibility study program to test the viability of recommencing operations at the Kirkalocka Gold Project (**KGP**), commenced negotiations to secure debt financing and completed a number of drill programs which identified additional oxide, supergene and primary gold mineralisation. However, as a consequence of a significant fall in the gold price in June 2013, the Board concluded that the development in the short term was not in the best interests of the Company and Shareholders and the KGP was placed in care and maintenance. In August 2013, the Company's project team completed an update on the KGP's optimised feasibility study.

On 25 March 2015, the Company entered into a conditional binding offer with Ozchina Enterprises Pty Ltd (**Ozchina**), whereby Ozchina agreed to acquire the assets which collectively comprised the KGP and included the following:

- (a) the mining tenements comprising the KGP;
- (b) all mining information in the possession of the Company relating in any way to the KGP and tenements being acquired;
- (c) all moveable and immovable assets owned by the Company located at the Kirkalocka operation on mining leases M59/233 and M59/234, including the processing plant, buildings and other infrastructure (including the camp and airstrip) (**Kirkalocka Plant**); and
- (d) other assets owned by the Company associated with and required for the Kirkalocka Plant and the KGP.

Following the execution of the conditional binding offer, the Company agreed to a request by Ozchina to assign its rights and obligations under the conditional binding offer to Minjar Gold Pty Ltd (**Minjar**).

On 14 July 2015 the Company entered into formal sale and purchase agreements in respect to KGP. Following Shareholder approval for the sale of the KGP to Minjar, the sale was completed on 17 November 2015, with the Company receiving consideration of \$1,861,825.

The Company currently retains ownership of mineral exploration licences E59/1778, E59/1962, E59/1361 and E59/2145. In 2013, the Company identified iron ore prospectivity on these licences which were part of the Wydgee Prospect and formed part of the KGP. However, the Company's exploration activities on these licences concluded that the mineralisation was considered discontinuous along strike, narrow in true thickness (less than 20 metres), steeply dipping and of relatively low grade. Accordingly, having regard to these factors, the Company determined that its preferred strategy was to pursue business objectives in a different sector.

On 10 February 2016, the Company announced that it had entered into the Share Sale Agreement pursuant to which it proposed to acquire 100% of the issued share capital of Gameday. Refer to Section 6.1 for a summary of the terms of the Gameday Acquisition and the Share Sale Agreement. At the General Meeting, Shareholders have approved, among other things, the change in the nature and scale of the Company activities.

If the Gameday Acquisition completes, following reinstatement of Shares to the Official List of ASX, the Company's primary focus will be to support the Company's growth by following the Gameday business model and strategy outlined below.

The Company is proposing to enter into arrangements with Minjar, pursuant to which:

- (a) it will transfer E59/2145 and part of E59/1361 to Minjar;
- (b) it will surrender the remaining portion of E59/1361; and
- (c) Minjar will assume all on-going costs and liabilities to maintain these licences.

Following completion of the Gameday Acquisition, the Company intends to surrender its remaining interest in E59/1778 and E59/1962, and accordingly, expects that it will only be liable to a fraction of the on-going costs and liabilities for this financial year.

2.2 Overview of Gameday and its Business

Gameday is an Australian incorporated private company that was established in September 2014 and currently operates as a manufacturer and distributor of professionally made home-impression custom-fit mouthguards.

Gameday:

- (a) aims to disrupt the mouthguard market in Australia by enabling consumers to purchase custom-fit mouthguards in a more cost effective and convenient fashion than the traditional method of visiting a dental clinic;
- (b) has developed a business plan whereby consumers are able to take an impression of their teeth at a time and place of their choosing (with an impression kit provided by Gameday), post the impression back to Gameday (in an original express post prepaid package provided by Gameday) and receive a custom-fit mouthguard within nine business days; and
- (c) currently produces a single product range with numerous product options, including design in the consumers' chosen colours and/or the inclusion of their name and telephone number.



Figure 1 - Gameday's laminated custom-fit mouthguards

Gameday is seeking to achieve this by:

- (a) offering a product, equivalent to an in-clinic provided custom-fit mouthguard, using high quality imported raw materials and the latest technology in the manufacture of its

mouthguards, under the direction of a registered dental prosthetist, at a comparable cost compared to traditional products;

- (b) investing in its online presence to capture organic internet searches around mouthguard purchase by employing a multi-channel distribution strategy, with a particular focus on digital marketing and e-commerce;
- (c) focusing on developing key relationships with sporting bodies and clubs in selected regions such as the Western Australia Hockey Association, the Southern Football Netball League, Basketball New South Wales, Hockey New South Wales and Hockey Victoria (refer to Section 2.6); and
- (d) generating additional revenue streams from other oral appliances and dental products, including teeth whitening solutions and boil & bite mouthguards.

At present, Gameday produces a single product range and is focused on growing its revenue stream from manufacturing and distributing professionally made home-impression custom-fit mouthguard products. All Gameday custom-fit mouthguards have a one year warranty with respect to manufacturing and material defects.

Following completion of the Gameday Acquisition, Gameday has intentions to expand its product offerings, including but not limited to, teeth whitening kits and boil and bite mouthguards. Refer to Section 2.7 for further details.

2.3 Gameday's Custom-fit Mouthguards

Gameday operates its business through its website www.gamedaymouthguards.com.au, where customers can either purchase custom-fit mouthguards through its website or via a Gameday representative (at marketing and sporting events). Gameday's mouthguards are available in a variety of different colours and can be designed based on a customer's preference, including the option to laminate their name and phone number inside the mouthguard.

Following the ordering of a custom-fit mouthguard, customers will be provided with Gameday's home impression kit by mail which enables them to take their own impressions, when and where they wish. Customers are required to return these impressions to Gameday via a pre-paid package (provided with the home impression kit).



Figure 2 - Gameday's home impression kit

Upon receipt of the customer's home impression kit:

- (a) each individual customer's specifications and requirements are stored in a centralised system and barcoded with individual tracking and case numbers;
- (b) a technician will check the customer's impression prior to manufacturing a mouthguard and, if a customer has provided a "bad impression", Gameday will provide a new home impression kit to its customer free of charge;
- (c) if the technician is satisfied with the impression, the customer's impression is then placed in a disinfectant solution cavex for a minimum of three minutes to eliminate exposure to bacterial and viral infections;
- (d) after the customer's impression is disinfected, it is cast, using yellow stone, into a working model for the purpose of constructing a custom-fit mouthguard;
- (e) the laboratory technicians will assess the dentition on the working model and if the customer is a child, the laboratory technician blocks out any erupting adult teeth to create space for those adult teeth to grow;
- (f) once the laboratory technician is satisfied with the working model, it is coated with a sealant to prevent it from bonding to the mouthguard material while forming under heat and pressure (Gameday utilises ethylene vinyl acetate, a co-polymer known for its elasticity and toughness, for its mouthguards);
- (g) based on customer preference, the appropriate colour combinations are placed into the Erkopress 300 TP-ci pressure forming machine which utilises a touchless temperature sensor for accurate determination of the actual thermoforming material temperature and has the advantage of vertical forming without delay for even foil thickness;
- (h) following completion of the pressure forming over the working model, the laboratory technician cuts and trims the mouthguard, personalises the mouthguard, trims away any excess material and rounds off the edges of the mouthguard;
- (i) the mouthguard is then articulated and treated by a laboratory technician to ensure that the indentations for the mandibular dentition (the teeth supported by the alveolar part of the mandible) sit evenly on the mouthguard; and
- (j) as a final step, the mouthguard is polished and disinfected before being despatched to the customer via express post.

Gameday manufactures its mouthguards in a dental laboratory, located in Moorabbin, Victoria, and, at present, has the capacity to produce up to 50,000 mouthguards annually.

2.4 Current Status of Gameday's Business

Gameday was incorporated in Western Australia on 18 September 2014 and is an early stage company. Gameday spent the first 9 months from incorporation establishing its brand, sales channels and platforms and its home impression kit, and from July 2015 to July 2016, achieved total sales of 1250 custom-fit mouthguards in Australia with 990 custom-fit mouthguards being sold in the March 2016 to July 2016 period.

Gameday achieved the above result by:

- (a) re-designing its website to ensure better website functionality for customers;
- (b) conducting a strategic digital campaign which aimed to enhance the overall organic internet search results of Gameday;

- (c) conducting marketing campaigns with its strategic partners (sporting bodies and clubs) - for instance, Gameday conducted an event driven marketing campaign with Western Australia Hockey Association and achieved approximately 50 custom-fit mouthguard sales per day during the week of the campaign; and
- (d) obtaining feedback from its customers via social media, email and by liaising with certain customers to get their thoughts and feedback on the product.

At present, the minimum cost to purchase a Gameday custom-fit mouthguard is \$79.95.

Refer to Section 2.6 for further details regarding Gameday's target market and strategy.

2.5 Gameday's Registered Intellectual Property

On 7 May 2015, Gameday was granted an innovation patent for developing a "home impression technique" that utilises Gameday's home impression kit (refer to Section 2.3). The home impression kit allows customers of Gameday to take an accurate dental impression of their own mouth, for the purpose of constructing dental appliances that are to be manufactured at Gameday's dental laboratory.

The innovation patent has been granted for 8 years, expiring on 20 April 2023, and is enforced by the Commissioner of Patents in accordance with the Patents Act 1990 (Cth).

In addition to the innovation patent, Gameday has also registered the following:

- (a) Business name - Gameday Mouthguards;
- (b) Key domain names:
 - (i) gamedaymouthguards.com.au;
 - (ii) yatao.com.au; and
 - (iii) instantteethwhitening.com.au.
- (c) Trademarks:
 - (i) Gameday; and
 - (ii) Impratech.
- (d) Designs:
 - (i) home impression box for storing double impression tray & four containers with putty material; and
 - (ii) home impression box for storing single impression tray and four containers with putty material.

2.6 Target Market and Strategy

Gameday's target market for its home-impression custom-fit mouthguard product can broadly be defined as children and adults engaged in contact sport or recreational activities which may require a mouthguard.

Gameday's broad target market, defined as the 'whole of Australia', can be broken down by region, with a phased approach being adopted to the penetration of these respective regions.

Within Gameday's target market there are two distinct market segments, namely children up to 15 years of age playing sport (by far the larger segment in this target market) and the adult segment, being those over the age of 15 years.

Within these market segments Gameday has identified three distinct participants in the purchasing process, namely:

- (a) those influencing or encouraging the purchase;
- (b) those making the purchasing decisions; and
- (c) those using the product purchased.

Accordingly, Gameday has developed and tailored its marketing and distribution strategies in order to capture a wider target audience.

Gameday's key strategies to enhance its brand recognition and sales are as follows:

- (a) the establishment of key business referral and strategic partnerships with identified sporting bodies and clubs (detailed below);
- (b) the establishment of appropriate representation on-the-ground in select regions (detailed below);
- (c) the establishment of a marketing strategy with a focus on:
 - (i) Gameday's brand and product appeal
 - (ii) public relations with an aim to raise awareness about the importance of wearing custom-fit mouthguards;
 - (iii) advertising to the target market;
 - (iv) online and digital marketing (detailed below);
 - (v) competition with unique prizes such as an experience with athletes and coaches;
 - (vi) a superior e-commerce capability via its website (detailed below); and
- (d) work to lower the cost of product delivery to its customers; and
- (e) the establishment of membership, customer care and payment plans (detailed below).

Strategic Partnerships

Gameday has entered into the following strategic partnerships:

- (a) Western Australia Hockey Association - Gameday has entered into a strategic alliance arrangement with the Western Australia Hockey Association pursuant to which, Gameday will be offered, amongst others, the following sponsorship benefits:
 - (i) website branding;
 - (ii) advertising in The Bulletin (Western Australia Hockey Association's electronic news), events, social media and newsletters; and
 - (iii) hospitality benefits, such as the use of the Perth hockey stadium to promote Gameday's products and services.

- (b) Southern Football Netball League - Gameday has entered into an exclusive partnership agreement with Southern Football Netball League pursuant to which, Gameday will be, amongst others:
 - (i) the exclusive sponsor to Southern Football Netball League in the mouthguard market;
 - (ii) entitled to advertise and market its mouthguards of Southern Football Leagues media platforms; and
 - (iii) allowed to market its mouthguards to both senior and junior players registered with the sporting clubs affiliated with Southern Football Netball League clubs.
- (c) Basketball New South Wales - Gameday has entered into an exclusive partnership agreement with Basketball New South Wales pursuant to which, Basketball New South Wales will, amongst others:
 - (i) endorse, recommend and educate players on the benefits of wearing a mouthguard;
 - (ii) provide Gameday with a marketing platform each month to members on the Basketball New South Wales database; and
 - (iii) support and work with Gameday to promote its products.
- (d) Hockey New South Wales - Gameday has entered into a sponsorship agreement with Hockey New South Wales pursuant to which, Hockey New South Wales will, amongst others:
 - (i) name and promote Gameday as the preferred custom-fit mouthguard supplier; and
 - (ii) advertise Gameday's custom-fit mouthguards on its website, programs, events, activities and social media platforms.
- (e) Hockey Victoria - Gameday has entered into a sponsorship agreement with Hockey Victoria pursuant to which, Hockey Victoria will:
 - (i) provide a platform for Gameday to promote its custom-fit mouthguards; and
 - (ii) inform its members and club affiliates of its partnership with Gameday.
- (f) Sports Pass Australia - Gameday has entered into a partnership agreement with Sports Pass Australia pursuant to which, Sports Pass will:
 - (i) provide a platform for Gameday to promote its custom-fit mouthguards;
 - (ii) include Gameday's logo on its website and, at Sports Pass's discretion, on such other promotions and internet sites.

In addition, Gameday intends to investigate opportunities to:

- (a) enter into partnership arrangements with dental practices located in Australia pursuant to which Gameday will manufacture and provide Gameday mouthguards to clientele of these practices; and
- (b) offer its strategic partners (detailed above) discounted offers on its mouthguards.

Ambassadors

Gameday is actively seeking to enter into arrangements with recognised sporting figures to appoint them as "Gameday Ambassadors" to promote Gameday's business, to raise awareness on the importance of wearing a custom-fit mouthguard and to provide a unique experience, such as a one on one training session, to Gameday customers.

As at the date of this Prospectus, Gameday has entered into an agreement with Mr Matt Ballin, an Australian professional rugby league footballer, pursuant to which Mr Ballin has committed to, amongst other things:

- (a) assist in introducing Gameday to junior and senior football clubs around Sydney and other regions and to key staff at the National Rugby League and various National Rugby League clubs;
- (b) promote Gameday's mouthguards and be available for product launches and meetings where possible; and
- (c) use his best efforts to make himself available to conduct a personalised training session for a Gameday competition winner.

Online and Digital Marketing Strategy

Gameday plans to further develop its website and e-commerce capability as a primary distribution channel to:

- (a) provide for a world-wide e-commerce on-line website with secured payment capabilities;
- (b) provide for global delivery and postage; and
- (c) provide for exceptional ease of understanding and use.

Membership, Customer Care and Payment Plans

As part of its customer retention strategy, Gameday also plans to introduce:

- (a) a membership plan pursuant to which members will be able to make a purchase through a direct debit service (or an instalment plan) and receive a home impression kit at the start of each season for a new custom-fit mouthguard;
- (b) a customer care plan whereby customers can pay an additional fee to receive up to three mouthguard replacements in any calendar year, if they lose their custom-fit mouthguard; and
- (c) a payment plan to selected members of Gameday which will allow customers to pay for their custom-fit mouthguards and customer care plan over a 12 month period via direct debit.

2.7 Future Plans

Following completion of the Gameday Acquisition, Gameday intends to:

- (a) investigate opportunities to offer customers other complementary products, including but not limited to:
 - (i) teeth whitening solution kits;
 - (ii) night guards;

- (iii) boil and bite mouthguards;
- (iv) other sporting goods and products; and
- (b) identify opportunities to expand its product offering to overseas markets.

The above analysis will also entail enquiries regarding the potential cost and revenue associated with the above initiatives.

As at the date of this Prospectus, Gameday is undertaking analysis and assessment on:

- (a) an instant teeth whitening kit (similar to a home impression kit) pursuant to which a custom made mouth piece will be constructed to ensure that customers will obtain a comprehensive coverage of the teeth whitening gel; and
- (b) a boil and bite mouthguard named "Yatao" which it may introduce and market in Australia to children wearing braces and parents who do not wish to purchase a Gameday custom-fit mouthguard.

If Gameday determines that a new product line represents a viable opportunity to the Company, it will target a launch of:

- (a) boil and bite mouthguards, Yatao, on or around December 2016 to January 2017; and
- (b) instant teeth whitening kit on or around the first quarter of 2017.

Investors should note that the above plans of Gameday are still at an early stage and Gameday is still presently undertaking due diligence on the above products (including Yatao and the instant teeth whitening kit). Accordingly, there can be no assurance that Gameday will successfully implement the above future plans or launch any of the above new products.

2.8 Regulatory Overview

Gameday has taken the regulatory steps required for legal supply of their home impression kit, by ensuring that the product conforms to the requirements for quality, safety and effectiveness mandated by the Therapeutic Goods Administration (**TGA**), including but not limited to adhering to the essential principles for medical devices prescribed by the TGA.

Gameday's home impression kit was included in the Australian Register of Therapeutic Goods on 19 March 2016. In addition Gameday has made the required notification to the TGA of the supply of the custom-made mouthguards created from the home impression kits.

At present, Mr Alistair Blake, the proposed Technical Director, complies with the following regulation:

- (a) the Dental Board of Australia; and
- (b) Australian Health Practitioner Regulation Agency.

Refer to Gameday's website www.gamedaymouthguards.com.au for further details of Gameday and its product and business.

2.9 Industry Overview

- (a) Overview

The number of people estimated to play what may be defined as "contact sport" in Australia is approximately 2,100,000. This is comprised of approximately:

- (i) 1,400,000 children (ages 4 to 14); and
- (ii) 700,000 adults (ages 15 and above).

A number of sporting bodies and clubs in Australia have implemented a "no mouthguard, no play" policy whereby it is mandatory for children engaged in that given sport to wear a mouthguard.

The mouthguard industry operates in a traditional manner and customers typically obtain their mouthguards by appointment with a dentist or prosthetists or through over the counter boil & bite providers (through 'bricks and mortar' retail channels). Although barriers to entry in the mouthguard industry are relatively low, the industry comprises of numerous providers, most of whom are dental professionals offering mouthguards as an additional service and product option. Accordingly, Gameday aims to disrupt the mouthguard industry through its strategy (detailed in Section 2.6).

(b) Industry Structure and Products

As detailed above, at present, the mouthguard industry is largely fragmented, with a reasonably large number of smaller competitors in the impression custom-fit market and a smaller number of large competitors (including dental professionals) in the low-cost over the counter boil & bite market.

Competitors can essentially be separated into six broad groups being:

- (i) dentist or prosthetists impression providers with in-clinic and on-site school and club appointment capabilities;
- (ii) dentist or prosthetists impression providers with in-clinic appointment capabilities only;
- (iii) specialist boil & bite mouthguard providers with e-commerce capabilities and retail distribution;
- (iv) specialist boil & bite mouthguard providers with online capabilities only;
- (v) other DIY home-impression custom-fit mouthguard providers with strong e-commerce capabilities; and
- (vi) specialist 'ultimate fighting' impression providers by appointment only,

with the specialist dentist or prosthetist by-appointment-only group, and the specialist boil & bite group with e-commerce and retail distribution capabilities being the 2 primary groups with the strongest market presence.

Further, companies in this industry mainly produce and distribute over the counter boil & bite mouthguards, dentist custom-fit mouthguards and DIY home-impression custom-fit mouthguards. The difference between the different products are as follows:

- (i) over the counter boil & bite products are low cost and low-specification, readily available products that are typically produced as part of a range of sporting related products with an average price ranging from approximately \$6.99 to \$59.95;
- (ii) dentist custom-fit mouthguards are high cost, high-specification and high-service products typically produced as part of a dental care service offering with an average price ranging from approximately \$150 to \$400; and

- (iii) DIY custom-fit home-impression mouthguards are medium cost, high-specification and low-service DIY products typically produced as a standalone product.

Accordingly, Gameday aims to differentiate itself from its competitors by:

- (i) providing an economical or similar alternative to a dentist or prosthetist custom-fit mouthguard;
- (ii) providing a high quality and affordable product at a price of \$79.95 (being the cost of a basic Gameday custom-fit mouthguard);
- (iii) providing time savings and convenience to its customers;
- (iv) providing a wide variety of colours, designs and options for customers to customise and personalise their mouthguard (including the option to laminate their name and phone number inside the mouthguard); and
- (v) engaging with its customers and providing them with information regarding its product.

3. Board, Management and Corporate Governance

3.1 Directors' Profiles

The names and details of the Directors in office as at the date of this Prospectus are as follows:

(a) **Mr Alec Pismiris – Non-Executive Chairman**

B.Comm, MAICD, IGIA

Mr Pismiris is a Director, Corporate Finance of Somers & Partners, the Lead Manager, a company which provides corporate advisory services.

Since 1990 Mr Pismiris has served as a director and company secretary for various ASX listed companies as well as a number of unlisted public and private companies. Mr Pismiris completed a Bachelor of Commerce degree at the University of Western Australia, is a member of the Australian Institute of Company Directors and an associate of The Governance Institute of Australia.

Mr Pismiris has over 30 years experience in the securities, finance and mining industries and has participated numerous times in the processes by which boards have assessed the acquisition and financing of a diverse range of assets and has participated in and become familiar with the range of evaluation criteria used and the due diligence processes commonly adopted in the commercial assessment of corporate opportunities.

Mr Pismiris is currently a director of the following ASX listed companies:

Agrimin Limited, Agua Resources Limited and Pelican Resources Limited.

(b) **Mr Michael Fennell – Non-Executive Director**

B.Comm

Mr Fennell has been in the stockbroking industry since 2008. Mr Fennell's role as an Investment Adviser included providing advice to high net worth investors and private clients. Mr Fennell has completed a Bachelor of Commerce in Accounting and Finance from the University of Notre Dame. Before that Mr Fennell served in the Australian Defence Force for 10 years.

(c) **Mr David Leavy – Non-Executive Director**

B.Ec, M.AppFin

Mr Leavy has 25 years experience in debt and equity finance, corporate development and financial markets. He has previously held senior executive positions for African and Australian focused mining companies, responsible for corporate development, internal controls, acquisitions, governance, commercial, legal and financial risk management.

Mr Leavy has a Bachelor of Economics and Masters of Applied Finance. Mr Leavy's most recent role was acting as advisor to Allotropes Diamonds, providing advice on funding the development of their Sierra Leone diamond project, resulting in their acquisition by Newfield Resources Ltd (ASX:NWF).

On completion of the Gameday Acquisition, Messrs Fennell and Leavy will resign as Directors. Mr Pismiris will remain as a Director.

3.2 Proposed Directors' and Proposed Management Profiles

Proposed Directors

With effect from completion of the Gameday Acquisition, the following individuals will be appointed as directors of the Company:

(a) **Mr Kelvin Smith – Non-Executive Chairman**

B.Bus, CPA. MAICD

Mr Smith is the managing director of MVP Financial and a Certified Practicing Accountant (CPA) with 25 years' experience within the corporate sector. Mr Smith has considerable management and external advisory experience, particularly in the logistics and construction industries, as well as various online and service businesses. His areas of expertise include corporate advisory services, strategic planning, financial management, income tax, business restructuring, risk management, mergers and acquisitions and general corporate finance advice.

(b) **Mr Matthew Weston – Executive Director, Chief Executive Officer**

Mr Weston has 20 years' of experience in business and sport including work in the National Basketball Association (NBA) with the San Antonio Spurs and as a Technical Director for the Beijing 2008 Olympics. He has worked with some of the world's largest sporting brands on marketing and partnership, including managing Infront Sports & Media's exclusive commercial rights to the Chinese Basketball League (CBA). He has managed the strategy of connecting the Chinese professional basketball league with grass root participants and government. Mr Weston recently delivered the change management program for a major UK company with over 8,000 staff in the health and wellbeing sector, guiding the company through a restructure and returning it back to a positive EBITDA position.

(c) **Mr Alistair Blake – Executive Director**

Adv.Dip.Dental Prosthetics (RMIT), Dip.Dental Technology

Mr Blake is a qualified dental prosthetist, having completed an Advanced Diploma of Dental Prosthetics at RMIT University. He has 16 years' experience in large scale commercial dental laboratories throughout Western Australia and Victoria, specialising in dental prosthetics. Mr Blake established Denture Innovations clinic and laboratory in 2009 and grew the business significantly to offer dentists and specialists services nationwide, ultimately identifying the commercial opportunity within the Australian mouthguard market. He is a registered health care professional and a member of the Australian Dental Prosthetist Association.

(d) **Mr John Worsfold – Non-Executive Director**

B.Pharm, Advanced Management Program (INSEAD)

Mr Worsfold is the current head coach of the Essendon Football Club. His career in the AFL spans 26 years including 12 years as a player at West Coast Eagles (8 years as captain), 2 years as assistant coach at Carlton to David Parkin and 12 years as senior coach of the West Coast Eagles. Mr Worsfold has been twice voted AFL 'Coach of the Year' by his coaching peers. Mr Worsfold holds a degree in Pharmacy and was proprietor of Joondalup City Amcal Chemist for 10 years. He has completed INSEAD's Advanced Management Program and has undertaken intense personal development training over the last 10 years. Mr Worsfold has significant experience in changing the culture of organisations, developing and living a shared vision, leading and coaching teams, and developing short and long term strategies for organisations.

As noted in Section 3.1, Mr Pismiris will continue as a Director, following completion of the Gameday Acquisition. Details of Mr Pismiris qualifications and experience are set out in Section 3.1(a).

Technical Advisor

The following individuals have been appointed a technical advisors to the Company:

(a) **Dr David Bailey**

BDS Univ Sheffield

Dr David Bailey is the founder of the DB Dental group of 17 dental practices in Western Australia now part of National Dental Care. He currently is the principal of the DB Group. Dr Bailey has been appointed to:

- (i) evaluate and source dental products and dental equipment both overseas and in Australia;
- (ii) establish a supply chain for dental products and equipment as required;
- (iii) advise on technical matters as required from a health professional's perspective; and
- (iv) assist with the development and commercialisation of the Company's business.

(b) **Mr David Neesham**

B.DSc, FICD, MBA, OAM

Mr Neesham has more than 40 years' experience in the dental industry and has been appointed to:

- (i) advise on the use of medical and health terminology, particularly in relation to material published by the Company from a health professional's perspective;
- (ii) deliver online impression videos and promotional materials to assist the Company in maximising efficient and compliant processes; and
- (iii) advise on future health and impression products.

3.3 Executive Employment Agreement and Remuneration of Directors

For details regarding the executive employment agreement of Mr Weston and the consultancy agreement for Mr Blake, refer to Section 6.4. For details of remuneration of the Directors and Proposed Directors, refer to Section 8.3.

3.4 Corporate Governance

The Company has adopted comprehensive systems of control and accountability as the basis for the administration of corporate governance. The Board is committed to administering the policies and procedures with openness and integrity, pursuing the true spirit of corporate governance commensurate with the Company's needs.

To the extent applicable, the Company has adopted the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations (**Recommendations**).

The primary responsibility of the Board is to represent and advance Shareholders' interests and to protect the interests of all stakeholders. To fulfil this role the Board is responsible for the overall

corporate governance of the Company including driving the strategic direction of the Company, ensuring appropriate resources are available to meet objectives and monitoring management's performance.

The Board recognises the need for the Company to operate with the highest standards of behaviour and accountability.

The table in Section 3.5 provides a summary and explanation of the Company's departure from the Recommendations. The Company will also provide an explanation of any departures from the Recommendations in its future annual reports.

The Company's main corporate governance policies and practices as at the date of this Prospectus are outlined below. All of the Company's corporate governance policies, together with a copy of the Constitution, are available on the Company's website www.mountmagnet.com.au.

Following completion of the Gameday Acquisition, the Board proposes to undertake a review of the Company's corporate governance policies and practices.

(a) **Board charter**

The Board has adopted a Board charter which prescribed certain principles for the operation and structure of the Board. The charter also establishes certain principles and procedures in accordance with which the Board is required to act and allocates the functions of the Company between the Board and management of the Company.

(b) **Code of conduct**

The Board has adopted a code of conduct which sets basic principles of business conduct to which the Directors, officers and employees of the Company must adhere.

(c) **Board of Directors**

The Board is responsible for the corporate governance of the Company. The Board develops strategies for the Company, reviews strategic objectives and monitors performance against those objectives. The goals of the corporate governance processes are to:

- (i) maintain and increase Shareholder value;
- (ii) ensure a prudential and ethical basis for the Company's conduct and activities; and
- (iii) ensure compliance with the Company's legal and regulatory objectives.

Consistent with these goals, the Board assumes the following responsibilities:

- (i) driving the strategic direction of the Company, ensuring appropriate resources are available to meet objectives and monitoring management's performance;
- (ii) reviewing and ratifying systems of risk management and internal compliance and control, codes of conduct and legal compliance;
- (iii) acting on behalf of, and being accountable to, the Shareholders;
- (iv) approving and monitoring the budget and the adequacy and integrity of financial and other reporting; and
- (v) ensuring a high standard of corporate governance practice and regulatory compliance and promoting ethical and responsible decision making.

The Company is committed to the circulation of relevant materials to Directors in a timely manner to facilitate Directors' participation in the Board's discussions on a fully-informed basis.

(d) Composition of the Board

The composition of the Board is to be reviewed regularly to ensure the appropriate mix of skills, experience and expertise which will assist the Board in fulfilling its responsibilities, as well as assisting the Company in achieving growth and delivering value to Shareholders.

No formal nomination committee or procedures have been adopted for the identification, appointment and review of the Board's membership but an informal assessment process, facilitated in consultation with the Company's professional advisors, has been committed to by the Board.

The Board currently consists of Mr Alec Pismiris, Mr Michael Fennell and Mr David Leavy.

Following completion of the Gameday Acquisition, Messrs Fennell and Leavy will resign and Mr Kelvin Smith, Mr Matthew Weston, Mr Alistair Blake and Mr John Worsfold will be appointed as directors of the Company. Refer to Section 3.2 for details of their qualifications and experience.

(e) Identification and management of risk

The Board's collective experience will assist in the identification of the principal risks that may affect the Company's business. Key operational risks and their management will be recurring items for deliberation at Board meetings.

(f) Continuous disclosure policy

The Board has adopted a continuous disclosure policy to ensure the Company will be in a position to comply with its disclosure obligations arising from the Corporations Act and the Listing Rules. The focus of the policy is on continuous disclosure compliance and improving access to information for investors.

The Company Secretary is responsible for:

- (i) overseeing and co-ordinating disclosure of information to ASX; and
- (ii) providing guidance to Directors and employees on disclosure requirements and procedures.

(g) Ethical standards

The Board is committed to the establishment and maintenance of appropriate ethical standards.

(h) Independent professional advice

The Board and individual Directors may seek independent external professional advice as considered necessary at the expenses of the Company, subject to prior consultation with the Chairman.

(i) Remuneration and Nomination Committee

The Company does not have a formal remuneration and nomination committee. This function is currently performed by the full Board.

The Board will decide the remuneration of an executive Director without the affected executive Director participating in the decision making process.

The total maximum remuneration of non-executive Directors is initially set by the Constitution and subsequent variation is by ordinary resolution of Shareholders in general meeting in accordance with the Constitution, the Corporations Act and the Listing Rules, as applicable. The determination of non-executive Director's remuneration within that maximum will be made by the Board having regard to the inputs and value to the Company of the respective contributions by each non-executive Director. The fees paid to Directors in the past two financial years and for this financial year are detailed in Section 8.3.

In addition, a Director may be paid fees or other amounts (i.e. subject to any necessary Shareholder approval, non-cash performance incentives such as options) as the Directors determine where a Director performs special duties or otherwise performs services outside the scope of the ordinary duties of a Director.

Directors are also entitled to be paid reasonable travelling, accommodation and other expenses incurred by them, respectively, in or about the performance of their duties as Directors.

The Board reviews and approves the remuneration policy to enable the Company to attract and retain executives and Directors who will create value for Shareholders, having regard to the amount considered appropriate for a company of its size and level of activity as well as the relevant Director's time, commitment and responsibility. The Board is also responsible for reviewing any employee incentive and equity-based plans, including the appropriateness of performance hurdles and total payments proposed.

(j) **Trading policy**

The Board has adopted a securities trading policy that provides guidelines on the sale and purchase of Securities by Directors, officers, and other key management personnel and employees of the Company and their associates. The securities trading policy prohibits trading during the designated "blackout periods" and recommends trading only during certain "trading windows". The policy generally provides that the written acknowledgement of the Chairman (or the Board in the case of the Chairman) must be obtained prior to trading.

(k) **External audit**

Shareholders in general meetings are responsible for the appointment of the external auditors of the Company, and the Board, from time to time, will review the scope, performance and fees of those external auditors.

(l) **Audit and Risk Committee**

The Company does not have a formal Audit & Compliance Committee. This function is currently performed by the full Board. In carrying out this function, the Board's role includes, but is not limited to, monitoring and reviewing any matters of significance affecting financial reporting and compliance, the integrity of the financial reporting of the Company, the Company's internal financial control system, the Company's risk management systems, the identification and management of business, economic, environmental and social sustainability risk and the external audit function.

3.5 Departures from the Recommendations

The Company's departures from the Recommendations as at the date of this Prospectus are detailed in the table below.

Principles and Recommendations	Explanation for Departure
Recommendation 1.5 A listed entity should: (a) have a diversity policy which includes requirements for the board: (i) to set measurable objectives for achieving gender diversity; and (ii) to assess annually both the objectives and the entity's progress in achieving them; (b) disclose that policy or a summary of it; and (c) disclose as at the end of each reporting period: (i) the measurable objectives for achieving gender diversity set by the board in accordance with the entity's diversity policy and its progress towards achieving them; and (ii) either: (A) the respective proportions of men and women on the board, in senior executive positions and across the whole organisation (including how the entity has defined "senior executive" for these purposes); or (B) the entity's "Gender Equality Indicators", as defined in the Workplace Gender Equality Act 2012.	Due to the Company's size and nature of operations, the Board has not yet implemented a diversity policy nor has it established measurable objectives for achieving gender diversity. As the Company grows and positions become available, the Board remains conscious of the requirement to establish a diversity policy and will seek to promote and increase diversity.
Recommendation 2.1 The board of a listed entity should: (a) have a nomination committee which: (i) has at least three members, a majority of whom are independent directors; and (ii) is chaired by an independent director, and disclose: (iii) the charter of the committee; (iv) the members of the committee; and (v) as at the end of each reporting period,	The Board considers that the Company is not currently of a size, nor are its affairs of such complexity to justify the formation of a nomination committee at this time. The Board as a whole considers the following factors when selecting new directors and when recommending directors to shareholders for appointment or re-election: (a) the aim of having a majority of independent directors on the Board and of having an independent non-executive chairman; (b) the aim of having an independent director, other than the Board

Principles and Recommendations	Explanation for Departure
the number of times the committee met throughout the period and the individual attendances of the members at those meetings; or (b) if it does not have a nomination committee, disclose that fact and the processes it employs to address board succession issues and to ensure that the board has the appropriate balance of skills, experience, independence and knowledge of the entity to enable it to discharge its duties and responsibilities effectively.	chairman, as the chairman of the Audit and Risk Management Committee; (c) that between them, the directors have the appropriate skill base and range of expertise, experience and diversity to discharge the Board's mandate; (d) that each individual director has sufficient time to meet his/her commitments as a director of the Company; (e) the duration of each existing director's tenure, noting the retirement provisions of the Constitution as set out below; and (f) whether the size of the Board is appropriate to facilitate effective discussions and efficient decision-making. Where appropriate, independent consultants will be engaged to identify possible new candidates for the Board. To date, new candidates to join the Board have predominantly been sought through referrals, rather than through professional intermediaries. Directors are initially appointed by the full Board, subject to election by shareholders at the next annual general meeting. Under the Constitution a director (other than the managing director and only one managing director where the position is jointly held) is subject to reappointment by shareholders not later than the third anniversary following his/her last appointment. The nomination of existing directors for reappointment is not automatic and is contingent on performance and on the current and future needs of the Company.
Recommendation 4.1 The board of a listed entity should: (a) have an audit committee which: (i) has at least three members, all of whom are non-executive directors and a majority of whom are independent directors; and (ii) is chaired by an independent director, who is not the chair of the board, and disclose:	The Board considers that the Group is not currently of a size, nor are its affairs of such complexity to justify the formation of an audit committee at this time. During the year, the full Board reviews the integrity of the Company's financial reporting and the processes to ensure the independence and competence of the external auditors. The Board currently fulfils the responsibilities which are usually assigned to an audit committee including: (a) considering whether the Company's financial statements

Principles and Recommendations	Explanation for Departure
(iii) the charter of the committee; (iv) the relevant qualifications and experience of the members of the committee; and (v) in relation to each reporting period, the number of times the committee met throughout the period and the individual attendances of the members at those meetings; or (b) if it does not have an audit committee, disclose that fact and the processes it employs that independently verify and safeguard the integrity of its financial reporting, including the processes for the appointment and removal of the external auditor and the rotation of the audit engagement partner.	reflect the understanding of the Committee members of, and otherwise provide a true and fair view of, the financial position and performance of the Company; (b) ensuring that the quality of financial controls is appropriate for the business of the Company; (c) considering the appointment or removal of the external auditor, the rotation of the external audit partner and approving the remuneration and terms of engagement of the external auditor; (d) monitoring and reviewing the external auditor's independence, objectivity and performance, taking into consideration relevant professional and regulatory requirements; and (e) reviewing the Company's risk management and internal control systems.
Recommendation 7.1 The board of a listed entity should: (a) have a committee or committees to oversee risk, each of which: (i) has at least three members, a majority of whom are independent directors; and (ii) is chaired by an independent director, and disclose: (iii) the charter of the committee; (iv) the members of the committee; and (v) as at the end of each reporting period, the number of times the committee met throughout the period and the individual attendances of the members at those meetings; or (b) if it does not have a risk committee or committees that satisfy (a) above, disclose that fact and the process it employs for overseeing the entity's risk management framework.	The Board considers that the Group is not currently of a size, nor are its affairs of such complexity to justify the formation of a risk committee at this time. The Board currently fulfils the responsibilities which are usually assigned to a risk committee. Senior executives and the Board regularly consider strategic and operational areas of risk for the Company and records any remedial action the Company has taken in the management of those risks.
Recommendation 7.3 A listed entity should disclose: (a) if it has an internal audit function, how the	The Board, has determined not to have an internal audit function due to the size of the Company. The Company's external auditors are

Principles and Recommendations	Explanation for Departure
function is structured and what role it performs; or (b) if it does not have an internal audit function, that fact and the processes it employs for evaluating and continually improving the effectiveness of its risk management and internal control processes.	engaged to perform a half year review and full year audit as required under the Corporations Act. Senior executives and the Board have regular meetings and contact with the external auditors during the year and for the review and audits.
Recommendation 8.1 The board of a listed entity should: (a) have a remuneration committee which: (i) has at least three members, a majority of whom are independent directors; and (ii) is chaired by an independent director, and disclose: (iii) the charter of the committee; (iv) the members of the committee; and (v) as at the end of each reporting period, the number of times the committee met throughout the period and the individual attendances of the members at those meetings; or (b) if it does not have a remuneration committee, disclose that fact and the processes it employs for setting the level and composition of remuneration for directors and senior executives and ensuring that such remuneration is appropriate and not excessive.	The Board considers that the Company is not currently of a size, nor are its affairs of such complexity to justify the formation of a remuneration committee. The Board as a whole is responsible for the remuneration arrangements for directors and executives of the Company.

4. Investigating Accountant's Report



Accountants | Business and Financial Advisers

24 August 2016

The Board of Directors
Mount Magnet South Limited
Level 3
Suite 5
9 Bowman Street
SOUTH PERTH WA 6151

Dear Sirs

INVESTIGATING ACCOUNTANT'S REPORT MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)

INTRODUCTION

This Investigating Accountant's Report ("Report") has been prepared for inclusion in a prospectus to be dated on or about 25 August 2016 ("Prospectus") by Mount Magnet South Limited (to be renamed Impression Healthcare Limited), ("MMS" or "the Company") in relation to the Company's proposed compliance re-listing on the Australian Stock Exchange Limited ("ASX") and the offer of up to 37,500,000 shares at an issue price of \$0.08, to raise up to \$3,000,000, before costs ("Capital Raising" or the "Offer"). The minimum raising under the prospectus is 25,000,000 shares at an issue price of \$0.08, to raise \$2,000,000, before costs.

This Report has been included in the Prospectus to assist potential investors and their financial advisers to make an assessment of the financial position and performance of the Company.

All amounts are expressed in Australian dollars unless otherwise stated and expressions defined in the Prospectus have the same meaning in this report.

This Report does not address the rights attaching to the shares to be issued in accordance with the Offer, nor the risks associated with accepting the Offer. HLB Mann Judd has not been requested to consider the prospects for the Company, nor the merits and risks associated with becoming a shareholder, and accordingly has not done so, nor purports to do so.

HLB Mann Judd has not made and will not make any recommendation, through the issue of this report, to potential investors of the Company, as to the merits of the Offer and takes no responsibility for any matter or omission in the Prospectus other than the responsibility for this report.

Further declarations are set out in Section 6 of this Report.

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Email: hlb@hlbwa.com.au. Website: www.hlb.com.au
Liability limited by a scheme approved under Professional Standards Legislation

HLB Mann Judd (WA Partnership) is a member of HLB International, a world-wide organisation of accounting firms and business advisers

STRUCTURE OF REPORT

This Report has been divided into the following sections:

1. Background information;
2. Scope of Report;
3. Financial information;
4. Subsequent events;
5. Statements; and
6. Declaration.

1. BACKGROUND INFORMATION

The Company was incorporated on 27 April 2001 as an unlisted public company limited by shares for the purpose of pursuing various investment opportunities in the resources sector. On 23 May 2007 it was admitted to the official list on the ASX.

On 10 February 2016, the Company entered into a binding agreement ("Agreement") pursuant to which it has agreed, subject to the satisfaction of certain conditions precedent, to acquire 100% of the issued capital of Gameday International Pty Ltd ("Gameday"), a leading provider of custom fit mouth guards.

A summary of the key terms of the Agreement is set out below:

MMS will pay \$150,000 to Gameday in three tranches on the following basis:

- a) \$50,000 on execution of the Agreement;
- b) \$50,000 on the day that is 1 month after the date of execution of the Agreement; and
- c) \$50,000 on the day that is 2 months after the date of execution of the Agreement.

Subject to the satisfaction of waiver of conditions precedent to the acquisition outlined below, in consideration for acquiring 100% of Gameday's shares, the Company has agreed to issue upon completion, the following securities to the current shareholders of Gameday:

- a) 880 million fully paid ordinary shares in the capital of the Company (on a pre-Consolidation basis);
- b) 880 million performance shares in the capital of the Company that convert on a one for one basis into fully paid ordinary shares (on a pre-Consolidation basis) as follows:
 - i. 400 million performance shares that convert upon Gameday selling 30,000 dental devices in any 12 month period on or before the date that is 3 years from the time of issue ("Class A Performance shares"); and
 - ii. 400 million performance shares that convert upon Gameday selling 60,000 dental devices in any 12 month period on or before the date that is 5 years from the time of issue ("Class B Performance shares"),
 (the Performance Share terms are subject to ASX's approval, which approval is a condition precedent to the completion of the Acquisition)

In addition, subject to satisfaction or waiver of conditions precedent to the acquisition outlined below, at completion of the acquisition, the Company will also issue:

- a) 193,750,000 fully paid ordinary shares in the capital of the Company (on a pre-Consolidation basis); and
 - b) 23,437,500 free attaching options exercisable at \$0.0064 (on a pre-Consolidation basis) on or before 31 December 2018,
- to existing holders of convertible notes issued by Gameday.

Completion of the acquisition of Gameday is subject to a number of conditions precedent, including, but not limited to:

- i. *Shareholder and regulatory approval* – the Company obtaining all necessary shareholder and regulatory approvals required in relation to the acquisition and other matters contemplated by the Agreement (which includes receipt of ASX's conditional approval to reinstate the Company's quoted securities to trading);
- ii. *Consolidation* – if required to satisfy the ASX Listing Rules, completion of a consolidation of the Capital of MMS on the minimum ration required to satisfy the ASX Listing Rules and to be agreed between MMS and Gameday ("Consolidation");
- iii. *Re-Compliance Capital Raising* – the Company undertaking an equity capital raising and receiving valid applications for at least \$2,000,000 ("Capital Raising");
- iv. *100% Acquisition* – the Company entering into binding arrangements with all minority shareholders of Gameday for the sale and purchase of their shares, such that the Company will hold 100% of the issued share capital of Gameday following completion of the acquisition; and
- v. *Escrow Arrangements* – to the extent required by ASX, each of the Gameday shareholders entering into a restriction agreement as required by ASX imposing such restrictions on trading of those securities as mandated by the ASX Listing Rules.

On 27 July 2016, the Company obtained shareholder approval of the acquisition of Gameday in accordance with the Agreement.

Following completion, Gameday will have the right to appoint Messrs Kelvin Smith, Matt Weston, Alistair Blake and John Worsfold to the Board of the Company. One of the existing directors, Mr Alec Pismiris, will remain on the board of the Company following completion.

Further details of Gameday are outlined in Section 2 of the Prospectus.

For accounting purposes, the acquisition of Gameday by the Company has the features of a reverse acquisition under Australian Accounting Standard AASB 3 "*Business Combinations*", notwithstanding Mount Magnet South Limited being the legal parent of the group. At acquisition date the net assets of Gameday are recorded at their book value and the net assets of the Company are recorded at fair value.

Consequently the historical financial information presented in this Report is the historical financial information of Gameday as at 31 December 2015 which has been subject to audit by Shakespeare Partners (Audit) Pty Ltd. We note that the audit report for the period ended 31 December 2015 contained a qualification in relation to the non-attendance at the stocktake by the auditor, as this occurred prior to their appointment.

The proforma financial information presented in this Report is the historical financial information of Gameday for the period ended 31 December 2015, assuming that the acquisition of Gameday by the Company and the other proposed transactions set out in Section 3(c) of this Report had been completed as at that date.

The proforma consolidated financial information has been prepared using a balance date of 31 December 2015 corresponding to the most recently available management financial information.

For completeness, extracts of historical financial information of both MMS and Gameday are set out in Appendix 2 and 3.

The intended use of the funds raised by the issue of shares under the Prospectus is specified in Section 1.9 of the Prospectus.

2. SCOPE OF REPORT

You have requested HLB Mann Judd ("HLB") to prepare this Report presenting the following information:

- a) the historical financial information of Gameday comprising the historical Statement of Financial Position as at 31 December 2015 and the historical Statement of Comprehensive Income, historical Statement of Cash Flows and historical Statement of Changes in Equity for the period to 31 December 2015 as set out in Appendix 1 to this Report;
- b) the historical Statement of Financial Position of the Company as at 31 December 2015 as set out in Appendix 1 to this Report; and
- c) the proforma financial information of the Company comprising the proforma Consolidated Statement of Financial Position as at 31 December 2015 and the proforma Consolidated Statement of Comprehensive Income, proforma Consolidated Statement of Cash Flows and proforma Consolidated Statement of Changes in Equity for the period to 31 December 2015 as set out in Appendix 1 to this Report.

The Directors have prepared and are responsible for the historical and proforma information. We disclaim any responsibility for any reliance on this Report or on the financial information to which it relates for any purposes other than that for which it was prepared. This Report should be read in conjunction with the full Prospectus.

The historical financial information and the proforma financial information is presented in an abbreviated form insofar as it does not include all of the presentation and disclosures required by Australian Accounting Standards and other mandatory professional reporting requirements applicable to general purpose financial reports.

The historical financial information as set out in Appendix 1 has been extracted from the management financial statements of Gameday for the period from registration to 31 December 2015.

The independent auditors report for the period to 31 December 2015 contains a modification in relation to Inventories. As the incumbent Auditors were appointed post year end, they did not observe the counting of the inventories. They were unable satisfy themselves by alternative means as to the inventory quantities and as a result provided a qualified auditors opinion in relation to the inventory balance and on the result for the period then ended.

As the value of inventory contained in the proforma is not considered material, the qualification is not repeated in our review statement.

We performed a review of the historical and proforma financial information of the Company and Gameday as at 31 December 2015 in order to ensure consistency in the application of applicable Accounting Standards and other mandatory professional reporting requirements in Australia.

Our review of the historical and proforma financial information of the Company and Gameday was conducted in accordance with Australian Auditing Standards applicable to review engagements. Our review was carried out in accordance with the Standard on Assurance Engagement ASAE 3450 "*Assurance Engagements involving Corporate Fundraisings and/or Prospective Financial Information*" and included such enquiries and procedures which we considered necessary for the purposes of this Report.

The review procedures undertaken by HLB in our role as Investigating Accountant were substantially less in scope than that of an audit examination conducted in accordance with generally accepted auditing standards. Our review was limited primarily to an examination of the historical financial information and proforma financial information, analytical review procedures and discussions with senior management. A review of this nature provides less assurance than an audit and, accordingly, this Report does not express an audit opinion on the historical information or proforma information included in this Report or elsewhere in the Prospectus.

In relation to the information presented in this Report:

- a) support by another person, corporation or an unrelated entity has not been assumed;
- b) the amounts shown in respect of assets do not purport to be the amounts that would have been realised if the assets were sold at the date of this Report; and
- c) the going concern basis of accounting has been adopted.

3. FINANCIAL INFORMATION

Set out in Appendix 1 (attached) are:

- a) the historical financial information of Gameday comprising the historical Statement of Financial Position as at 31 December 2015 and the historical Statement of Comprehensive Income, historical Statement of Cash Flows and historical Statement of Changes in Equity for the period to 31 December 2015;
- b) the historical Statement of Financial Position of the Company as at 31 December 2015; and
- c) the proforma Consolidated Statement of Financial Position of the Company as at 31 December 2015 and the proforma Consolidated Statement of Comprehensive Income, proforma Consolidated Statement of Cash Flows and proforma Consolidated Statement of Changes in Equity of the Company for the period to 31 December 2015 as they would appear after incorporating the following material significant events and proposed transactions by the Company and its controlled entities subsequent to 1 July 2015:
 - i) the draw down by Gameday of an additional \$411,000 in convertible notes;
 - ii) the acquisition by Gameday of a further \$150,000 of intangible assets and the write off to profit and loss of a further \$230,000 in ongoing expenditure;
 - iii) the payment by MMS of \$400,000 in satisfaction of borrowings;
 - iv) the payment and write off to the profit and loss of an additional \$270,000 in ongoing expenditure;
 - v) the consolidation of the existing capital of Mount Magnet South Limited on a 1 for 20 basis;
 - vi) the issue by MMS of 908,491 ordinary shares raising \$111,686 via the exercise of options;
 - vii) the issue by MMS of 9,687,500 ordinary fully paid shares and 1,171,875 options exercisable at \$0.128 on or before 31 December 2018 in satisfaction of borrowings of Gameday;
 - viii) the issue by the Company pursuant to this Prospectus of 37,500,000 ordinary fully paid shares issued at \$0.08 each raising \$3,000,000 before the expenses of the offer;
 - ix) the write off against issued capital of the estimated cash expenses of the issue as outlined in Section 8.6 of the Prospectus of \$303,000;
 - x) the issue to third party promoters of 7,500,000 options exercisable on or before 31 December 2018 at \$0.12 in relation to non-cash capital raising written against issued capital as outlined in Section 7.4 of the Prospectus;
 - xi) the issue by the Company of 44,000,000 ordinary fully paid shares and 40,000,004 Performance Shares and the payment of \$150,000 as consideration for the acquisition of Gameday; and
 - xii) the write off of costs incidental to the acquisition of Gameday by MMS, including expected cash costs of \$132,000 and the issue of 450,000 ordinary shares at \$0.08 (\$36,000).

This information is also shown at a minimum capital raising of \$2,000,000. Under this scenario the costs of the Offers fall by \$61,000 to \$242,000.

- d) Notes to the historical financial information and proforma information.

- e) Valuation of Capitalised Costs

Upon completion of the acquisition of Gameday, the assets of the Group will include intangible assets that have been capitalised in the Statement of Financial Position. These intangible assets have been included at cost of acquisition to Gameday in the Proforma Statement of Financial Position.

We have not carried out valuations of the intangible assets and do not express a view on whether the carrying values of the intangible assets exceed the recoverable amount.

- f) Measurement of assets and liabilities acquired

The acquisition of Mount Magnet South Limited (to be renamed Impression Healthcare Limited) (for accounting purposes the Company is treated as the acquiree) as recorded in the consolidated Proforma Statement of Financial Position reflects the provisional amounts allocated to the assets and liabilities acquired.

The assets and liabilities acquired will be re-measured after completion of the acquisition. Whilst the total net assets acquired are not expected to change significantly, the allocation between the different types of assets acquired may change somewhat as a result of this re-measurement.

4. SUBSEQUENT EVENTS

There have been no material items, transactions or events subsequent to 31 December 2015 not otherwise disclosed in the Prospectus which have come to our attention during the course of our review that would require comment in, or adjustment to, the content of this Report or which would cause such information included in this Report to be misleading.

5. STATEMENTS

Based on our review, which was not an audit, we have not become aware of any matter that causes us to believe that:

- a) the historical financial information of Gameday as at 31 December 2015 as set out in Appendix 1 of this Report, does not present fairly the financial position of the Company as at that date in accordance with the measurement and recognition requirements (but not all of the disclosure requirements) of applicable Accounting Standards and other mandatory reporting requirements in Australia, and its performance as represented by its results of its operations and its cash flows for the period then ended;
- b) the historical financial information of the Company as at 31 December 2015 as set out in Appendix 1 and Appendix 2 of this Report, does not present fairly the financial position of the Company as at that date in accordance with the measurement and recognition requirements (but not all of the disclosure requirements) of applicable Accounting Standards and other mandatory reporting requirements in Australia, and its performance as represented by its results of its operations and its cash flows for the period then ended;

- c) the proforma consolidated financial information of the Company as at 31 December 2015 as set out in Appendix 1 of this Report, does not present fairly the financial position of the Company and its controlled entities as at that date in accordance with the measurement and recognition requirements (but not all of the disclosure requirements) of applicable Accounting Standards and other mandatory reporting requirements in Australia, and its performance as represented by its results of its operations and its cash flows for the period then ended, as if the transactions referred to in Section 3(c) of this Report had occurred during that period; and
- d) the assumptions and applicable criteria used in the preparation of the proforma consolidated financial information do not provide a reasonable basis for presenting the significant effects directly attributable to the acquisition and do not reflect proper application of those adjustments to the unadjusted financial information.

6. DECLARATION

- a) HLB will be paid its usual professional fees based on time involvement, for the preparation of this Report and review of the financial information, at our normal professional rates.
- b) Apart from the aforementioned fee, neither HLB, nor any of its associates will receive any other benefits, either directly or indirectly, for or in connection with the preparation of this Report.
- c) Neither HLB, nor any of its employees or associated persons has any interest in the Company or the promotion of the Company.
- d) Unless specifically referred to in this Report, or elsewhere in the Prospectus, HLB was not involved in the preparation of any other part of the Prospectus and did not cause the issue of any other part of the Prospectus. Accordingly, HLB makes no representations or warranties as to the completeness or accuracy of the information contained in any other part of the Prospectus.
- e) HLB has consented to the inclusion of this Report in the Prospectus in the form and context in which it appears.

Yours faithfully
HLB MANN JUDD



N G NEILL
Partner

- 8 -

- APPENDIX 1 -

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
STATEMENT OF FINANCIAL POSITION AS AT 31 DECEMBER 2015

		<i>Gameday Audited Historical</i>	<i>Gameday Subsequent Events</i>	<i>Company Reviewed Historical</i>	<i>Company Subsequent Events</i>	<i>Proforma Adjustments</i>	<i>Reviewed Consolidated Proforma (Minimum)</i>	<i>Proforma Adjustments</i>	<i>Reviewed Consolidated Proforma (Maximum)</i>
	<i>Notes</i>	\$	\$	\$	\$	\$	\$	\$	\$
CURRENT ASSETS									
Cash and cash equivalents	2	19,229	31,000	1,041,213	(558,314)	1,476,000	2,009,128	939,000	2,948,128
Trade and other receivables		19,712	-	7,991	-	-	27,703	-	27,703
Inventory		85,935	-	-	-	-	85,935	-	85,935
Other financial asset		-	-	52,359	-	-	52,359	-	52,359
TOTAL CURRENT ASSETS		124,876	31,000	1,101,563	(558,314)	1,476,000	2,175,125	939,000	3,114,125
NON-CURRENT ASSETS									
Property, plant and equipment		29,215	-	-	-	-	29,215	-	29,215
Intangibles		61,810	150,000	-	-	-	211,810	-	211,810
Deferred exploration expenditure		-	-	18,215	-	-	18,215	-	18,215
TOTAL NON-CURRENT ASSETS		91,025	150,000	18,215	-	-	259,240	-	259,240
TOTAL ASSETS		215,901	181,000	1,119,778	(558,314)	1,476,000	2,434,365	939,000	3,373,365
CURRENT LIABILITIES									
Trade and other payables		52,536	-	161,788	-	-	214,324	-	214,324
Borrowings		289,000	411,000	404,450	(400,000)	(700,000)	4,450	-	4,450
TOTAL CURRENT LIABILITIES		341,536	411,000	566,238	(400,000)	(700,000)	218,774	-	218,774
NON-CURRENT LIABILITIES									
Borrowings		-	-	357,435	-	-	357,435	-	357,435
TOTAL NON-CURRENT LIABILITIES		-	-	357,435	-	-	357,435	-	357,435
TOTAL LIABILITIES		341,536	411,000	923,673	(400,000)	(700,000)	576,209	-	576,209
NET ASSETS/(LIABILITIES)		(125,635)	(230,000)	196,105	(158,314)	2,176,000	1,858,156	939,000	2,797,156
EQUITY									
Issued capital	4	109,125	-	34,757,876	111,686	(27,356,238)	7,622,449	939,000	8,561,449
Accumulated losses		(234,760)	(230,000)	(38,034,284)	(270,000)	32,854,751	(5,914,293)	-	(5,914,293)
Option reserve		-	-	3,472,513	-	(3,322,513)	150,000	-	150,000
TOTAL EQUITY		(125,635)	(230,000)	196,105	(158,314)	2,176,000	1,858,156	939,000	2,797,156

The above should be read in conjunction with the accompanying notes.

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
STATEMENT OF COMPREHENSIVE INCOME FOR THE PERIOD TO 31 DECEMBER 2015

	<i>Gameday Audited Historical</i>	<i>Gameday Subsequent Events</i>	<i>Proforma Adjustments</i>	<i>Reviewed Consolidated Proforma (Minimum)</i>	<i>Proforma Adjustments</i>	<i>Reviewed Consolidated Proforma (Maximum)</i>
	\$	\$	\$	\$	\$	\$
Sales income	36,145	-	-	36,145	-	36,145
Cost of sales	(12,049)	-	-	(12,049)	-	(12,049)
	24,096	-	-	24,096	-	24,096
Interest income	27	-	-	27	-	27
Consulting fees	(143,909)	-	-	(143,909)	-	(143,909)
Legal fees	(15,194)	-	-	(15,194)	-	(15,194)
Loss on payment of convertible notes	-	-	(37,500)	(37,500)	-	(37,500)
Transaction costs associated with the acquisition of Gameday	-	-	(168,000)	(168,000)	-	(168,000)
Goodwill on acquisition expensed	-	-	(5,244,033)	(5,244,033)	-	(5,244,033)
Other expenses	(99,780)	(230,000)	-	(329,780)	-	(329,780)
Profit/(Loss) from ordinary activities before tax	(234,760)	(230,000)	(5,449,533)	(5,914,293)	-	(5,914,293)
Income tax expense	-	-	-	-	-	-
Profit/(Loss) from ordinary activities after tax	(234,760)	(230,000)	(5,449,533)	(5,914,293)	-	(5,914,293)
Other comprehensive income net of tax	-	-	-	-	-	-
Total comprehensive profit for the period	(234,760)	(230,000)	(5,449,533)	(5,914,293)	-	(5,914,293)

The above should be read in conjunction with the accompanying notes.

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
STATEMENT OF CHANGES IN EQUITY FOR THE PERIOD TO 31 DECEMBER 2015

REVIEWED HISTORICAL	Issued capital \$	Retained earnings/ (Accumulated losses) \$	Reserves \$	Total Equity \$
As at 1 July 2014	-	-	-	-
Shares issued during the period	109,125	-	-	109,125
Loss for the period	-	(464,760)	-	(464,760)
As at 31 December 2015	109,125	(464,760)	-	(355,635)
REVIEWED CONSOLIDATED PROFORMA				
Balance as at 31 December 2015	109,125	(464,760)	-	(355,635)
Payment (via issue of shares) of convertible notes	737,500	(37,500)	-	700,000
Payment (via issue of shares and cash) of transaction costs associated with the acquisition of Gameday	36,000	(168,000)	-	(132,000)
Shares issued as part of reverse acquisition, at Fair value of acquisition of Mount Magnet South Limited (to be renamed Impression Healthcare Limited) shares	5,020,138	-	-	5,020,138
Goodwill on acquisition expensed	-	(5,244,033)	-	(5,244,033)
Issue of shares on conversion of options	111,686	-	-	111,686
Shares issued pursuant to prospectus	2,000,000	-	-	2,000,000
Issue of options as consideration for services provided in connection with the capital raising	(150,000)	-	150,000	-
Share issue costs (cash)	(242,000)	-	-	(242,000)
Proforma total (Minimum)	7,622,449	(5,914,293)	150,000	1,858,156
Additional Shares issued pursuant to prospectus (oversubscriptions)	1,000,000	-	-	1,000,000
Share issue costs (cash)	(61,000)	-	-	(61,000)
Proforma total (Maximum)	8,561,449	(5,914,293)	150,000	2,797,156

The above should be read in conjunction with the accompanying notes.

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
STATEMENT OF CASH FLOWS
FOR THE PERIOD TO 31 DECEMBER 2015

	<i>Gameday Audited Historical</i>	<i>Gameday Subsequent Events</i>	<i>Proforma Adjustments</i>	<i>Reviewed Consolidated Proforma (Minimum)</i>	<i>Proforma Adjustments</i>	<i>Reviewed Consolidated Proforma (Maximum)</i>
	\$	\$	\$	\$	\$	\$
<i>Cash flows from operating activities</i>						
Receipts from customers	36,145	-	-	36,145	-	36,145
Payments to suppliers & employees	(324,043)	(230,000)	-	(554,043)	-	(554,043)
Interest income	27	-	-	27	-	27
<i>Net cash used in operating activities</i>	(287,871)	(230,000)	-	(517,871)	-	(517,871)
<i>Cash flows from investing activities</i>						
Payments for development expenditure	(61,810)	(150,000)	-	(211,810)	-	(211,810)
Payments for property, plant and equipment	(29,215)	-	-	(29,215)	-	(29,215)
<i>Net cash used in investing activities</i>	(91,025)	(150,000)	-	(241,025)	-	(241,025)
<i>Cash flows from financing activities</i>						
Proceeds from borrowings and convertible notes	289,000	411,000	-	700,000	-	700,000
Cash acquired on acquisition	-	-	371,213	371,213	-	371,213
Payment of transaction costs and acquisition	-	-	(282,000)	(282,000)	-	(282,000)
Payment of share issue costs	-	-	(242,000)	(242,000)	(61,000)	(303,000)
Proceeds from the conversion of options	-	-	111,686	111,686	-	111,686
Proceeds from shares issued	109,125	-	2,000,000	2,109,125	1,000,000	3,109,125
<i>Net cash provided by financing activities</i>	398,125	411,000	1,958,899	2,768,024	939,000	3,707,024
<i>Net increase in cash and cash equivalents</i>	19,229	31,000	1,958,899	2,009,128	939,000	2,948,128
<i>Cash at the beginning of the financial period</i>	-	-	-	-	-	-
<i>Cash at the end of the financial period</i>	19,229	31,000	1,958,899	2,009,128	939,000	2,948,128

The above should be read in conjunction with the accompanying notes.

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD TO 31 DECEMBER 2015

1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial information has been prepared in accordance with applicable accounting standards including the Australian equivalents of International Reporting Standards and other authoritative pronouncements of the Australian Accounting Standards Board. Material accounting policies have been adopted in the preparation of the historical and proforma financial information are shown below.

(a) Basis of preparation

The financial statements have been prepared in accordance with the measurement requirements (but not all of the disclosure requirements) of applicable Accounting Standards and other mandatory professional reporting requirements in Australia using the accrual basis of accounting, including the historical cost convention.

Historical cost convention

These financial statements have been prepared under the historical cost convention, and do not take into account changing money values or, except where stated, current valuations of non-current assets. Cost is based on the fair value of the consideration given in exchange for assets.

Critical accounting estimates

The preparation of financial statements in conformity with AIFRS requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying the Group's accounting policies. The areas involving a higher degree of judgement or complexity, or areas where assumptions and estimates are significant to the financial statements are disclosed in Note 1(m).

Going concern

This financial information has been prepared on the going concern basis, which contemplates the continuation of normal business activity and the realisation of assets and the settlement of liabilities in the normal course of business.

(b) Principles of consolidation

In preparing the consolidated financial statements, all intercompany balances and transactions, income and expenses and profit and losses resulting from intra-group transactions have been eliminated in full. Subsidiaries are fully consolidated from the date on which control is transferred to the Group and cease to be consolidated from the date on which control is transferred out of the Group. Control exists where the Company has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities.

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD TO 31 DECEMBER 2015

1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(c) Cash and cash equivalents

Cash comprises cash at bank and in hand. Cash equivalents are short term, highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. Bank overdrafts (if any) are shown within borrowings in current liabilities in the statement of financial position.

For the purposes of the statement of cash flows, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts.

(d) Trade and other receivables

Trade receivables, which generally have 30-90 day terms, are recognised and carried at original invoice amount less an allowance for any uncollectible amounts. An allowance for doubtful debts is made when there is objective evidence that the Group will not be able to collect the debts. Bad debts are written off when identified.

Impairment of trade receivables is continually reviewed and those that are considered to be uncollectible are written off by reducing the carrying amount directly. An allowance account is used when there is objective evidence that the Group will not be able to collect all amounts due according to the original contractual terms. Factors considered by the Group in making this determination include known significant financial difficulties of the debtor, review of financial information and significant delinquency in making contractual payments to the Group. The impairment allowance is set equal to the difference between the carrying amount of the receivable and the present value of estimated future cash flows, discounted at the original effective interest rate. Where receivables are short-term, discounting is not applied in determining the allowance.

The amount of the impairment loss is recognised in the statement of comprehensive income within other expenses. When a trade receivable for which an impairment allowance had been recognised becomes uncollectible in a subsequent period, it is written off against the allowance account. Subsequent recoveries of amounts previously written off are credited against other expenses in the statement of comprehensive income.

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD TO 31 DECEMBER 2015

1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(e) Impairment of assets

The Group assesses at each balance date whether there is an indication that an asset may be impaired. If any such indication exists, or when annual impairment testing for an asset is required, the Group makes an estimate of the asset's recoverable amount. An asset's recoverable amount is the higher of its fair value less costs to sell and its value in use and is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets and the asset's value in use cannot be estimated to be close to its fair value. In such cases the asset is tested for impairment as part of the cash-generating unit to which it belongs. When the carrying amount of an asset or cash-generating unit exceeds its recoverable amount, the asset or cash-generating unit is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. Impairment losses relating to continuing operations are recognised in those expense categories consistent with the function of the impaired asset unless the asset is carried at revalued amount (in which case the impairment loss is treated as a revaluation decrease).

An assessment is also made at each balance date as to whether there is any indication that previously recognised impairment losses may no longer exist or may have decreased. If such indication exists, the recoverable amount is estimated. A previously recognised impairment loss is reversed only if there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised. If that is the case the carrying amount of the asset is increased to its recoverable amount. That increased amount cannot exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in the statement of comprehensive income unless the asset is carried at revalued amount, in which case the reversal is treated as a revaluation increase. After such a reversal the depreciation charge is adjusted in future periods to allocate the asset's revised carrying amount, less any residual value, on a systematic basis over its remaining useful life.

(f) Trade payables

Trade payables and other payables are carried at amortised costs and represent liabilities for goods and services provided to the Group prior to the end of the financial year that are unpaid and arise when the Group becomes obliged to make future payments in respect of the purchase of these goods and services.

(g) Employee Entitlements

Liabilities for wages and salaries, including non-monetary benefits, annual leave and accumulating sick leave expected to be settled within 12 months of the reporting date are recognised in other payables in respect of employees' services up to the reporting date. They are measured at the amounts expected to be paid when the liabilities are settled. Liabilities for non-accumulating sick leave are recognised when the leave is taken and are measured at the rates paid or payable.

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD TO 31 DECEMBER 2015

1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(h) Issued capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of new shares or options are shown in equity as a deduction, net of tax, from the proceeds.

(i) Share-based payment transactions

The Group provides benefits to employees (including senior executives) of the Group in the form of share-based payments, whereby employees render services in exchange for shares or rights over shares (equity-settled transactions).

The cost of these equity-settled transactions with employees is measured by reference to the fair value of the equity instruments at the date at which they are granted. The fair value is determined by using a Black-Scholes or Binomial model.

The assessed fair value at grant date of performance rights granted is expensed according to the performance or market based conditions attached to the performance hurdle. Performance based hurdles are expensed to each reporting period evenly over the period from grant date to vesting date. Market based hurdles are expensed on the grant date.

The cumulative expense recognised for equity-settled transactions at each reporting date until vesting date reflects (i) the extent to which the vesting period has expired and (ii) the Group's best estimate of the number of equity instruments that will ultimately vest. No adjustment is made for the likelihood of market performance conditions being met as the effect of these conditions is included in the determination of fair value at grant date. The statement of comprehensive income charge or credit for a period represents the movement in cumulative expense recognised as at the beginning and end of that period. No expense is recognised for awards that do not ultimately vest, except for awards where vesting is only conditional upon a market condition.

If the terms of an equity-settled award are modified, as a minimum an expense is recognised as if the terms had not been modified. In addition, an expense is recognised for any modification that increases the total fair value of the share-based payment arrangement, or is otherwise beneficial to the employee, as measured at the date of modification.

If an equity-settled award is cancelled, it is treated as if it had vested on the date of cancellation, and any expense not yet recognised for the award is recognised immediately. However, if a new award is substituted for the cancelled award and designated as a replacement award on the date that it is granted, the cancelled and new award are treated as if they were a modification of the original award, as described in the previous paragraph. The dilutive effect, if any, of outstanding options is reflected as additional share dilution in the computation of earnings per share.

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD TO 31 DECEMBER 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(j) Revenue recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Group and the revenue can be reliably measured.

(k) Income tax

The income tax expense or benefit for the period is the tax payable on the current period's taxable income based on the applicable income tax rate for each jurisdiction adjusted by changes in deferred tax assets and liabilities attributable to temporary differences and to unused tax losses.

The current income tax charge is calculated on the basis of the tax laws enacted or substantively enacted at the end of the reporting period in the countries where the Company's subsidiaries and associates operate and generate taxable income. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

Current tax assets and liabilities for the current and prior periods are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted by the balance date.

Deferred income tax is provided on all temporary differences at the balance date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

Deferred income tax liabilities are recognised for all taxable temporary differences except:

- when the deferred income tax liability arises from the initial recognition of goodwill or of an asset or liability in a transaction that is not a business combination and that, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; or
- when the taxable temporary difference is associated with investments in subsidiaries, associates or interests in joint ventures, and the timing of the reversal of the temporary difference can be controlled and it is probable that the temporary difference will not reverse in the foreseeable future.

Deferred income tax assets are recognised for all deductible temporary differences, carry-forward of unused tax assets and unused tax losses, to the extent that it is probable that taxable profit will be available against which the deductible temporary differences and the carry-forward of unused tax credits and unused tax losses can be utilised, except:

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD TO 31 DECEMBER 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(k) Income tax (cont'd)

- when the deferred income tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; or
- when the deductible temporary difference is associated with investments in subsidiaries, associates or interests in joint ventures, in which case a deferred tax asset is only recognised to the extent that it is probable that the temporary difference will reverse in the foreseeable future and taxable profit will be available against which the temporary difference can be utilised.

The carrying amount of deferred income tax assets is reviewed at each balance date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred income tax asset to be utilised.

Unrecognised deferred income tax assets are reassessed at each balance date and are recognised to the extent that it has become probable that future taxable profit will allow the deferred tax asset to be recovered.

Deferred income tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the balance date.

Income taxes relating to items recognised directly in equity are recognised in equity and not in the statement of comprehensive income.

Deferred tax assets and deferred tax liabilities are offset only if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred tax assets and liabilities relate to the same taxable entity and the same taxation authority.

(l) Critical accounting judgements and key sources of estimation uncertainty

The application of accounting policies requires the use of judgements, estimates and assumptions about carrying values of assets and liabilities that are not readily apparent from other sources.

The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from those estimates. The following significant accounting estimates and judgements were used in the preparation for the financial statements.

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD TO 31 DECEMBER 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(l) Critical accounting judgements and key sources of estimation uncertainty (cont'd)

- i) Recoverability of Property, Plant and Equipment
 The Group has undertaken a review of the recoverable amount of property, plant and equipment based on fair value less costs to sell. The Directors' assessment is that the recoverable amount is in excess of carrying value (which is book value reduced by an impairment provision).
- ii) Provision of rehabilitation and restoration
 The Group has estimated the expenditure required in accordance with statutory regulations and best industry practice to rehabilitate the Kirkalocka Gold Project upon cessation of all activities at the site.
- iii) Exploration and Evaluation Expenditure
 In accordance with accounting policy management determines when an area of interest should be abandoned. When a decision is made that an area of interest is not commercially viable, all costs that have been capitalised in respect of that area of interest are written off. In determining this, assumptions, including the maintenance of title, ongoing expenditure and prospectivity are made.

(m) Reverse acquisition accounting

The acquisition of Gameday by the Company has the features of a reverse acquisition under Australian Accounting Standard AASB 3 "Business Combinations", notwithstanding the Company being the legal parent of the group. Consequently the historical financial information presented in this Report is the historical financial information of Gameday as at 31 December 2015.

The legal structure of the Group subsequent to the acquisition of Gameday will be that the Company will remain as the parent entity. However, the principles of reverse acquisition accounting are applicable where the owners of the acquired entity (in this case, Gameday) obtain control of the acquiring entity (in this case, the Company) as a result of the businesses' combination. Under reverse acquisition accounting, the consolidated financial statements are issued under the name of the legal parent (the Company) but are a continuation of the financial statements of the legal subsidiary (Gameday), with the assets and liabilities of the legal subsidiary being recognised and measured at their pre-combination carrying amounts rather than their fair values.

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD TO 31 DECEMBER 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(n) Proforma transactions

The proforma Statement of Financial Position, Statement of Comprehensive Income, Statement of Changes in Equity and Statement of Cash Flows have been derived from the historical financial information as at 31 December 2015 adjusted to give effect to the following actual or proposed material significant events and transactions by the Company and Gameday subsequent to 31 December 2015:

- i) the draw down by Gameday of an additional \$411,000 in convertible notes;
- ii) the acquisition by Gameday of a further \$150,000 of intangible assets and the write off to profit and loss of a further \$230,000 in ongoing expenditure;
- iii) the payment by MMS of \$400,000 in satisfaction of borrowings;
- iv) the payment and write off to the profit and loss of an additional \$270,000 in ongoing expenditure;
- v) the consolidation of the existing capital of Mount Magnet South Limited on a 1 for 20 basis;
- vi) the issue by MMS of 908,491 ordinary shares raising \$111,686 via the exercise of options;
- vii) the issue by MMS of 9,687,500 ordinary fully paid shares and 1,171,875 options exercisable at \$0.128 on or before 31 December 2018 in satisfaction of borrowings of Gameday;
- viii) the issue by the Company pursuant to this Prospectus of 37,500,000 ordinary fully paid shares issued at \$0.08 each raising \$3,000,000 before the expenses of the offer;
- ix) the write off against issued capital of the estimated cash expenses of the issue as outlined in Section 8.6 of the Prospectus of \$303,000;
- x) the issue to third party promoters of 7,500,000 options exercisable on or before 31 December 2018 at \$0.12 in relation to non-cash capital raising written against issued capital as outlined in Section 7.4 of the Prospectus;
- xi) the issue by the Company of 44,000,000 ordinary fully paid shares and 40,000,004 Performance Shares and the payment of \$150,000 as consideration for the acquisition of Gameday; and

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD TO 31 DECEMBER 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(o) Proforma transactions (cont'd)

- xii) the write off of costs incidental to the acquisition of Gameday by MMS, including expected cash costs of \$132,000 and the issue of 450,000 ordinary shares at \$0.08 (\$36,000).

This information is also shown at a minimum capital raising of \$2,000,000. Under this scenario the costs of the Offers fall by \$61,000 to \$242,000.

2. CASH AND CASH EQUIVALENTS

	<i>Gameday Audited Historical</i>	<i>Gameday Subsequent Events</i>	<i>Company Reviewed Historical</i>	<i>Company Subsequent Events</i>	<i>Proforma Adjustment s</i>	<i>Reviewed Consolidated Proforma (Minimum)</i>	<i>Proforma Adjustment s</i>	<i>Reviewed Consolidated Proforma (Maximum)</i>
	\$	\$	\$	\$	\$	\$	\$	\$
Balance as at 31 December 2015	19,229	-	-	-	-	19,229	-	19,229
Draw down of additional convertible note	-	411,000	-	-	-	411,000	-	411,000
Purchase of intangibles	-	(150,000)	-	-	-	(150,000)	-	(150,000)
Ongoing expenditure	-	(230,000)	-	(270,000)	-	(500,000)	-	(500,000)
Cash balances of Mount Magnet South Limited as at 31 December 2015	-	-	1,041,213	-	-	1,041,213	-	1,041,213
Payment of convertible note	-	-	-	(400,000)	-	(400,000)	-	(400,000)
Exercise of options	-	-	-	111,686	-	111,686	-	111,686
Payment of share issue costs	-	-	-	-	(242,000)	(242,000)	(61,000)	(303,000)
Payment of transaction and acquisition costs	-	-	-	-	(282,000)	(282,000)	-	(282,000)
Proceeds from shares issued pursuant to prospectus	-	-	-	-	2,000,000	2,000,000	1,000,000	3,000,000
	19,229	31,000	1,041,213	(558,314)	1,476,000	2,009,128	939,000	2,948,128

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD TO 31 DECEMBER 2015

3. ACQUISITION OF ENTITY

As disclosed in Note 1 (n), the transaction involving the Company acquiring all the issued capital of Gameday has been accounted for under the principles of reverse acquisitions included in AASB 3 "Business Combinations".

Following are details of the pre-combination carrying amounts of the assets and liabilities of the Company:

	\$
Cash	1,041,213
Other assets	78,565
Total liabilities	(923,673)
Net assets	196,105
Issued Capital	34,757,876
Accumulated losses	(38,034,284)
Reserves	3,472,513
Net assets	196,105

For completeness, extracts of historical financial information of the Company for the years ended 30 June 2015, 2014 and 2013 are set out in Appendix 2.

4. ISSUED CAPITAL

	Number	\$
Audited Historical		
Balance as at 31 December 2015	109,125	109,125
Proforma		
Existing shares of Mount Magnet South Limited	1,255,034,693	34,757,876
Elimination of historical value of Mount Magnet South Limited	-	(34,757,876)
Elimination of historical number of Gameday International Pty Ltd shares	(109,125)	-
Consolidation of capital on a 20 for 1 basis	(1,192,282,950)	-
Shares issued as part of reverse acquisition at fair value of Mount Magnet South Limited shares	44,000,000	5,020,138
Shares issued as consideration for convertible notes	9,687,500	737,500
Shares issued to advisors on relation to the acquisition of Gameday	450,000	36,000
Shares issued on conversion of options	908,491	111,686
Shares issued pursuant to prospectus	25,000,000	2,000,000
Share issue costs		(242,000)
Share based payments in relation to the capital raising		(150,000)
Proforma balance (Minimum)	142,797,734	7,622,449
Shares issued pursuant to prospectus	12,500,000	1,000,000
Share issue costs		(61,000)
Proforma balance	155,297,734	8,561,449

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
NOTES TO THE FINANCIAL STATEMENTS
FOR THE PERIOD TO 31 DECEMBER 2015

5. OPTIONS

Assuming the successful completion of all events in the Prospectus, the following options shall be on issue:

	Number
Options exercisable at \$0.12 on or before 31 December 2018	29,016,857
Options exercisable at \$0.128 on or before 31 December 2018	5(a) 1,171,879
Total	<u>30,188,736</u>

(a) The fair value of the equity-settled share options granted under both the option and the loan plans is estimated as at the date of grant using the Black and Scholes model taking into account the terms and conditions upon which the options were granted.

Expected volatility (%)	50%
Risk-free interest rate (%)	2.0%
Expected life of option (years)	3.5 years
Exercise price (cents)	\$0.128
Grant date share price	\$0.08

The expected life of the options is based on historical data and is not necessarily indicative of exercise patterns that may occur. The expected volatility reflects the assumption that the historical volatility is indicative of future trends, which may also not necessarily be the actual outcome. No other features of options granted were incorporated into the measurement of fair value.

6. CONTINGENCIES AND COMMITMENTS

The Directors are not aware of any contingencies other than as set out in the Prospectus.

7. RELATED PARTY TRANSACTIONS

Details of Directors' interests in the Company's issued capital and transactions with the Company are included in Section 8 of the Prospectus.

8. PERFORMANCE SHARES

On completion of the acquisition the Company has issued 20,000,002 Class A Performance Shares and 20,000,002 Class B Performance Shares to the Gameday Vendors. At face value, the performance shares have a combined fair value at date of issue of \$3,200,000 (based on the 8c capital raising). However, at the date of this report, management has determined that there is insufficient information to suggest that it is probable these performance shares will vest. These performance shares will vest on the following milestones being achieved:

Class	Performance Condition	Milestone Date
Class A Performance Shares	Gameday selling 30,000 dental devices in any 12 month period.	3 Years from date of issue
Class B Performance Shares	Gameday selling 60,000 dental devices in any 12 month period	5 Years from date of issue

- APPENDIX 2 –

**MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
HISTORICAL FINANCIAL INFORMATION**

Set out below is summarised financial information of Mount Magnet South Limited. The following information has been extracted from the audited financial statements.

**MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
STATEMENTS OF FINANCIAL POSITION**

	<i>Audited</i>		
	<i>30 June</i>	<i>30 June</i>	<i>30 June</i>
	<i>2015</i>	<i>2014</i>	<i>2013</i>
	<i>\$</i>	<i>\$</i>	<i>\$</i>
CURRENT ASSETS			
Cash and cash equivalents	175,997	396,321	515,075
Trade and other receivables	8,102	23,243	1,534,911
Other financial asset	21,108	-	-
Inventory	-	40,163	13,734
Assets classified as held for sale	6,028,000		
TOTAL CURRENT ASSETS	6,233,207	459,727	2,063,720
NON-CURRENT ASSETS			
Receivables	-	21,108	38,477
Property, plant & equipment	-	3,069,036	9,649,362
Deferred exploration expenditure	-	4,200,000	7,633,684
TOTAL NON-CURRENT ASSETS	-	7,290,144	17,321,523
TOTAL ASSETS	6,233,207	7,749,871	19,385,243
CURRENT LIABILITIES			
Trade and other payables	235,829	207,085	479,055
Provisions	-	49,832	90,613
Borrowings	993,770	-	1,470,822
Liabilities directly associated with assets held for sale	4,530,000	-	-
TOTAL CURRENT LIABILITIES	5,759,599	256,917	2,040,490
NON-CURRENT LIABILITIES			
Borrowings	-	925,562	-
Provisions	-	4,500,000	3,425,800
TOTAL NON-CURRENT LIABILITIES	-	5,425,562	3,425,800
TOTAL LIABILITIES	5,759,599	5,685,479	5,466,290
NET ASSETS	473,608	2,067,392	13,918,953

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
STATEMENTS OF FINANCIAL POSITION (continued)

	30 June 2015	Audited 30 June 2014	30 June 2013
	\$	\$	\$
EQUITY			
Issued capital	34,701,557	34,056,174	34,056,174
Reserves	332,622	332,622	227,206
Option Premium reserve	206,905	-	-
Equity benefits reserve	2,857,470	2,765,649	2,765,649
Accumulated losses	(37,624,946)	(35,087,053)	(23,130,076)
TOTAL EQUITY	473,608	2,067,392	13,918,953

The above should be read in conjunction with the notes outlined in Appendix 1.

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
STATEMENT OF COMPREHENSIVE INCOME

	30 June 2015	Audited 30 June 2014	30 June 2013*
	\$	\$	\$
Interest revenue	3,819	17,798	119,696
Other income	26,725	-	35,735
Employee benefits expense	(207,483)	(429,759)	(710,160)
Share based payments	-	-	(135,413)
Finance costs	(119,865)	(174,338)	(190,595)
Administration	(175,007)	(254,606)	
Compliance, legal and regulatory	(159,818)	(145,851)	
Exploration expenditure written off	(1,897,311)	(5,785,893)	(8,581,471)
Asset impairment – Kirkalocka plant & camp	(55,997)	(6,559,986)	-
Settlement of legal dispute	-	-	(2,085,000)
Other expenses	(58,688)	(48,485)	(1,558,585)
Loss before income tax	(2,643,625)	(13,397,120)	(13,105,793)
Income tax benefit	105,732	1,440,143	1,057,689
Profit / (Loss) for the year	(2,537,893)	(11,956,977)	(12,048,104)
Other comprehensive income	-	-	-
Total comprehensive loss	(2,537,893)	(11,956,977)	(12,048,104)

* Presentation changes in the 2015 year resulted in amendments to the 2014 presentation, subsequent changes not made in 2013.

The above should be read in conjunction with the notes outlined in Appendix 1.

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
STATEMENT OF CHANGES IN EQUITY

	<i>Issued capital</i>	<i>Accumulated losses</i>	<i>Convertible Notes Reserves</i>	<i>Option Premium Reserve</i>	<i>Equity Benefits Reserve</i>	<i>Total Equity</i>
	\$	\$	\$			\$
As at 1 July 2012	28,426,706	(11,081,972)	167,386	-	2,503,139	20,015,259
Comprehensive Loss for the period	-	(12,048,104)	-	-	-	(12,048,104)
Shares issued during the period	6,003,356	-	-	-	-	6,003,356
Options issued during the year	-	-	-	-	152,300	152,300
Performance rights issued during the year	-	-	-	-	110,210	110,210
Equity portion on convertible note	-	-	59,820	-	-	59,820
Transactions costs on share issue	(373,888)	-	-	-	-	(373,888)
As at 30 June 2013	34,056,174	(23,130,076)	227,206	-	2,765,649	13,918,953
As at 1 July 2013	34,056,174	(23,130,076)	227,206	-	2,765,649	13,918,953
Comprehensive Loss for the period	-	(11,956,977)	-	-	-	(11,956,977)
Equity portion on convertible note	-	-	105,416	-	-	105,416
As at 30 June 2014	34,056,174	(35,087,053)	332,622	-	2,765,649	2,067,392
As at 1 July 2014	34,056,174	(35,087,053)	332,622	-	2,765,649	2,067,392
Comprehensive Loss for the period	-	(2,537,893)	-	-	-	(2,537,893)
Shares issued during the period	847,014	-	-	206,905	-	1,053,919
Share based payment expense	-	-	-	-	91,821	91,821
Transactions costs on share issue	(201,631)	-	-	-	-	(201,631)
As at 30 June 2015	34,701,557	(37,624,946)	332,622	206,905	2,857,470	473,608

The above should be read in conjunction with the notes outlined in Appendix 1.

MOUNT MAGNET SOUTH LIMITED (TO BE RENAMED IMPRESSION HEALTHCARE LIMITED)
STATEMENT OF CASH FLOWS

		<i>Audited</i>	
	<i>30 June 2015</i>	<i>30 June 2014</i>	<i>30 June 2013</i>
	\$	\$	\$
<i>Cash flows from operating activities</i>			
Payments to suppliers & employees	(526,989)	(995,828)	(2,104,839)
Exploration and evaluation expenditure	(759,627)	(1,470,565)	(3,350,541)
Interest received	3,932	17,798	119,696
Other income	-	-	43,490
Settlement of legal dispute	-	-	(300,000)
Finance costs paid	-	(107,522)	(66,560)
Refund of rehabilitation and office bonds	-	1,516,370	-
Research and development tax refund	105,732	1,440,143	1,328,177
<i>Net cash provided by (used in) operating activities</i>	<i>(1,176,952)</i>	<i>400,396</i>	<i>(4,330,577)</i>
<i>Cash flows from investing activities</i>			
Payments for property, plant and equipment	(3,481)	(19,150)	(179,273)
Proceeds from sale of property, plant and equipment	16,000	-	12,800
Repayment of rental bond	-	-	(14,000)
<i>Net cash provided by (used in) investing activities</i>	<i>12,519</i>	<i>(19,150)</i>	<i>(180,473)</i>
<i>Cash flows from financing activities</i>			
Proceeds from the issue of shares	1,053,919	-	4,193,156
Share issue costs	(109,810)	-	(221,589)
(Repayments)/Proceeds of borrowings	-	(500,000)	500,000
<i>Net cash provided by (used in) financing activities</i>	<i>944,109</i>	<i>(500,000)</i>	<i>4,471,567</i>
Net increase / (decrease) in cash and cash equivalents	(220,324)	(118,754)	(39,483)
Cash at the beginning of the financial period	396,321	515,075	554,558
<i>Cash at the end of the financial period</i>	<i>175,997</i>	<i>396,321</i>	<i>515,075</i>

The above should be read in conjunction with the notes outlined in Appendix 1.

- APPENDIX 3 -**GAMEDAY INTERNATIONAL PTY LTD
HISTORICAL FINANCIAL INFORMATION**

Set out below is summarised financial information of Gameday International Pty Ltd. The following information has been extracted from the audited financial statements.

The independent auditors report for the period to 31 December 2015 contains a modification in relation to inventories. As the incumbent Auditors were appointed post year end, they did not observe the counting of the inventories. They were unable to satisfy themselves by alternative means as to the inventory quantities and as a result provided a qualified auditors opinion in relation to the inventory balance and on the result for the period then ended.

**GAMEDAY INTERNATIONAL PTY LTD
STATEMENTS OF FINANCIAL POSITION**

	<i>Period from registration to 31 December 2015</i>
	<i>\$</i>
CURRENT ASSETS	
Cash and cash equivalents	19,229
Trade and other receivables	19,712
Inventory	85,935
TOTAL CURRENT ASSETS	<u>124,876</u>
NON-CURRENT ASSETS	
Property, plant & equipment	29,215
Intangible assets	61,810
TOTAL NON-CURRENT ASSETS	<u>91,025</u>
TOTAL ASSETS	<u>215,901</u>
CURRENT LIABILITIES	
Trade and other payables	52,536
Borrowings	289,000
Provision for income tax	-
TOTAL CURRENT LIABILITIES	<u>341,536</u>
TOTAL LIABILITIES	<u>341,536</u>
NET ASSETS/(LIABILITIES)	<u>(125,635)</u>
EQUITY	
Issued capital	109,125
Accumulated losses	(234,760)
TOTAL EQUITY	<u>(125,635)</u>

The above should be read in conjunction with the notes outlined in Appendix 1.

GAMEDAY INTERNATIONAL PTY LTD
STATEMENT OF COMPREHENSIVE INCOME

	<i>Period from registration to 31 December 2015</i>
	<i>\$</i>
Sales income	36,145
Cost of sales	(12,049)
	<u>24,096</u>
Interest income	27
Consulting fees	(143,909)
Legal fees	(15,194)
Loss on payment of convertible notes	-
Transaction costs associated with the acquisition of Gameday	-
Goodwill on acquisition expensed	
Other expenses	(99,780)
	<u>(234,760)</u>
Profit /(Loss) from ordinary activities before tax	(234,760)
Income tax expense	-
	<u>(234,760)</u>
Profit /(Loss) from ordinary activities after tax	(234,760)
Other comprehensive income net of tax	-
	<u>(234,760)</u>
Total comprehensive profit for the period	(234,760)

The above should be read in conjunction with the notes outlined in Appendix 1.

5. Risk Factors

The Securities offered under this Prospectus are considered speculative. An investment in the Company is not risk free and the Directors strongly recommend that potential investors consult their professional advisers and consider the risks factors described below, together with information contained elsewhere in this Prospectus, before deciding whether to apply for Securities pursuant to this Prospectus.

The below list of risk factors ought not to be taken as exhaustive of the risks faced by the Company or by the holders of Securities. The proposed future activities of the Company are subject to a number of risks and other factors which may impact its future performance. Some of these risks can be mitigated by the use of safeguards and appropriate controls. However, many of the risks are outside the control of the Company or the Directors and cannot be mitigated.

5.1 Specific Risks

(a) **Conditional acquisition and re-compliance with Chapters 1 and 2 of the Listing Rules**

As part of the Company's change in nature and scale of activities, ASX will require the Company to re-comply with Chapters 1 and 2 of the Listing Rules. The Prospectus is being issued to assist the Company to re-comply with these requirements. The Shares will be suspended on the morning of the day of the Meeting. It is anticipated that the Shares will remain suspended until completion of the Public Offer, completion of the Gameday Acquisition, re-compliance by the Company with Chapters 1 and 2 of the Listing Rules and compliance with any further conditions ASX imposes on such reinstatement. There is a risk that the Company will not be able to satisfy one or more of those requirements and that the Shares will consequently remain suspended from quotation.

Further, if any of the conditions detailed in Section 6.1 are not satisfied (or waived), the Gameday Acquisition will not proceed.

(b) **A new business in a developing market**

There are many risks associated with establishing any new business. There may be unforeseen difficulties, delays or expenses in developing the business.

There can be no assurance that Gameday's products will be successful in the market or that Gameday will receive significant revenues from the sale of its products. Unexpected expenses or downward pressure on the prices Gameday charges could result in the production of the Gameday mouthguards being uneconomic.

(c) **Limited operating history**

Gameday has a limited operating history and the potential of its business model is still being proven. Like many companies at this stage Gameday has not reached commercial viability.

Accordingly, given Gameday's limited trading history and given that it's business is still at an early stage of development and is yet to generate profit, it is difficult to make an evaluation of Gameday's business or its prospects. No assurances can be given that the Company will achieve commercial viability through the successful implementation of its business plans.

(d) **Failure to increase transaction volumes, customers or establish its brand**

Gameday is currently in the early stages of establishing its presence in the Australian market and its ability to profitably scale its business is heavily reliant on increases in transaction volumes and its customer base to increase revenue and profits.

If the Company fails to retain Gameday's existing customers and add new customers the Company's revenue, financial results and business may be significantly harmed. The size of the Company's customer base is critical to its success and its financial performance will continue to be significantly determined by its success in adding, retaining and engaging existing customers. If customers or potential customers do not perceive Gameday's products to be reliable and trustworthy, the Company may not be able to attract or retain customers.

Following completion of the Gameday Acquisition, the Company intends to continue with the commercialisation of Gameday's products by focusing on brand development, sales and marketing. By its nature, there is no guarantee that the Company's brand development, sales and marketing campaign will be successful. In the event that it is not, this may materially and adversely impact Gameday's ability to achieve economies of scale and therefore adversely impact Gameday's ability to improve its future profitability.

(e) **Manufacturing**

Gameday intends to develop production methods to increase the production rate and reduce the manufactured cost of Gameday mouthguards. If this is not possible, there is a risk that the Company will be constrained to a level of production which may adversely affect its profitability.

(f) **Operational risk**

The Company's operations may be affected by various factors including:

- (i) unanticipated operational and technical difficulties encountered;
- (ii) failure of operating equipment, fire, accidents, industrial disputes;
- (iii) risk that development and operating costs prove to be greater than expected;
- (iv) failure to achieve market penetration; and
- (v) prevention and/or restriction of market penetration through the inability to obtain consents and approvals.

(g) **Reliance on key management personnel**

The Company's business strategy, upon completion of the Gameday Acquisition, will be implemented by the Board and the management team led by Mr Matthew Weston and Mr Alistair Blake. The Company's success will depend on the continued performance, efforts, abilities and expertise of its key management personnel, as well as other management and technical personnel engaged on a contractual basis. The loss of services of any of its key management personnel and the Company's inability to replace them could have a material adverse impact on the Company's ability to successfully implement the Company's business strategy.

There is no guarantee that the Company will be able to attract and retain suitably qualified personnel, and a failure to do so could materially and adversely affect the Company's business, operating results and financial prospects including its ability to grow.

(h) **New product development and process risk**

Gameday's business is reliant upon certain manufacturing and distribution processes and upon the successful commercialisation of its products. The Company is confident that Gameday's products offer a unique offering in the Australian marketplace. However, there is a risk that as dental products continue to develop in the dental industry, there may be certain product developments that supersede, and render obsolete, Gameday's products. This will adversely affect the Company's financial performance and position and the value of the Securities.

(i) **Costs of acquiring new sales**

Due to the often lengthy sales cycle, significant sales and marketing expenses are incurred in acquiring new sales. There can be no guarantee that the expenditure committed and incurred for the purpose acquiring new sales will actually result in new sales. Further, revenue generated from a new sale may not exceed the actual cost of acquiring the sale. The failure to recover costs incurred in acquiring new sales has the potential to adversely affect the Company's financial position and performance.

(j) **Ability to manage growth effectively**

The Company will need to expand its operations if the Company successfully achieves market acceptance for Gameday's products. The Company cannot be certain that its systems, procedures, controls and existing space will be adequate to support expansion of its operations. The Company's future operating results will depend on the ability of its officers and key employees to manage changing business conditions and to implement and improve its technical, administrative, financial control and reporting systems. The Company may not be able to expand and upgrade its systems and infrastructure to accommodate these increases. Difficulties in managing any future growth, including as a result of the Acquisition, could have a significant negative impact on the Company's business, financial condition and results of operations.

(k) **Ability to establish and maintain additional strategic relationships**

To be successful, the Company must continue to maintain Gameday's existing strategic relationships and establish additional strategic relationships with sporting bodies, clubs and leaders in healthcare and dental care. This is critical to the Company's success because the Company believes that these relationships contribute towards its ability to:

- (i) extend the reach of Gameday's products to a larger number of physicians and hospitals and to other participants in the healthcare and dental care industry;
- (ii) extend the reach of Gameday's products to members of sporting bodies and clubs;
- (iii) develop and deploy new products;
- (iv) further enhance the "Gameday" brand; and
- (v) generate additional revenue and cash flows.

(l) **Intellectual Property**

The Gameday mouthguard is protected by a number of patents and Gameday intends to build on those patents where necessary. Similarly, the Company will monitor new patent applications worldwide.

Gameday's trademarks, trade names, copy rights, trade secrets and other intellectual property rights are important to its success and unauthorised use of any of Gameday's intellectual property rights may adversely affect the Company's business and the

Company's and Gameday's reputation. There can be no assurances that the Company or Gameday will be able to:

- (i) register or protect new intellectual property it develops in the future; or
- (ii) prevent the unauthorised use of its intellectual property.

Failure to adequately protect Gameday's intellectual property rights could adversely affect the Company's financial performance and condition.

(m) Competition

The Company will be subject to competition from other operators in the healthcare and dental care industry internationally and domestically. A number of factors, including any one or more of the following, could increase the market share of any of those competitors relative to the Company's share and materially affect the Company's financial performance and position:

- (i) acquiring or developing technologies which give them a competitive advantage;
- (ii) lowering prices;
- (iii) increasing scale or range of products; or
- (iv) undertaking strategic moves to combine or consolidate their business.

(n) Insurance

The Company faces various risks in connection with Gameday and may lack adequate insurance coverage. Gameday maintains insurance coverage for property, public liability, product liability, machinery and office insurance. While the Company will endeavour to maintain appropriate insurances, including in relation to the Gameday Business, there is no guarantee that such insurance will be available to the Company at economically viable premiums (or, potentially, at all). Further, if there is a claim, there can be no guarantee that the level of insurance held by the Company or Gameday will be sufficient.

If the Company incurs substantial losses or liabilities, including in relation to the Gameday Business, and the insurance coverage is unavailable or inadequate to cover such losses or liabilities, the Company's financial position and financial performance may be adversely affected.

(o) Liability claims

Gameday's business may be exposed to liability claims if its products are faulty or cause harm to its customers. The Company may have to expend significant financial and managerial resources to defend against such claims. If a successful claim is made against the Company or Gameday, the Company or Gameday (as the case may be) may be fined or sanctioned and its reputation and brand may be negatively impacted. This could adversely affect the Company's financial performance, operations and prospects.

(p) Compliance with laws, regulations and industry compliance standards

Gameday is subject to a range of legal and industry compliance requirements that are constantly changing. This includes the Dental Board of Australia, the Australian Health Practitioner Regulation Agency and the Therapeutic Goods Administration.

There is a risk that additional or changed legal, regulatory or licensing requirements, and industry compliance standards, may make it uneconomic for Gameday to continue to operate, or to expand in accordance with its strategy. This may materially and adversely

impact Gameday's revenue and profitability, including by preventing its business from reaching sufficient scale.

There is also a risk that if Gameday fails to comply with these laws, regulations and industry compliance standards, this may result in significantly increased compliance costs, cessation of certain business activities or the ability to conduct business, litigation or regulatory enquiry or investigation and significant reputational damage.

(q) **Brand name risk**

The "Gameday" brand is a key aspect of the business and the growth of Gameday's business is dependent on market awareness of its brand. The "Gameday" reputation and value of the brand may be adversely affected by a number of factors including (but not limited to) disputes or litigation with third parties and adverse media coverage (including social media). Erosion in the "Gameday" reputation or value of the brand may adversely affect the Company's financial performance or position.

(r) **Future capital needs**

The future capital requirements of the Company will depend on many factors including its business development activities. The Company believes that its available cash, following completion of Gameday, and including the proceeds of the Public Offer should be adequate to fund its business activities in the short term as stated in the Notice.

Should the Company require additional funding, there can be no assurance that additional financing (whether debt or equity) will be available, either on acceptable terms or at all. Any inability to obtain additional funding, if required, would have a material adverse effect on the Company's business and its financial condition and performance.

5.2 General risks

(a) **Additional requirements for capital**

The funds raised under the Public Offer are considered sufficient to meet the immediate objectives of the Company. Additional funding may be required in the event costs exceed the Company's estimates and to effectively implement its business and operations plans in the future (including in relation to Gameday) to take advantage of opportunities for acquisitions, joint ventures or other business opportunities, and to meet any unanticipated liabilities or expenses, which the Company may incur. If such events occur, additional financing will be required.

The Company may seek to raise further funds through equity or debt financing, joint ventures, licensing arrangements, production sharing arrangements or other means. Failure to obtain sufficient financing for the Company's activities and future projects may result in delay and indefinite postponement of their activities and potential research and development programs. There can be no assurance that additional finance will be available when needed or, if available, the terms of the financing might not be favourable to the Company and might involve substantial dilution to Shareholders.

(b) **Economic risks**

General economic conditions, introduction of tax reform, new legislation, movements in interest and inflation rates and currency exchange rates may have an adverse effect on the Company's business activities and potential research and development programmes, as well as on their ability to fund those activities.

(c) **Insurance risks**

The Company intends to insure its operations and those of Gameday (as required) in accordance with industry practice. However, in certain circumstances, such insurance may not be of a nature or level to provide adequate insurance cover. The occurrence of an event that is not covered or fully covered by insurance could have a material adverse effect on the business, financial condition and results of the Company affected.

(d) **Litigation risks**

The Company is exposed to possible litigation risks including, but not limited to, intellectual property claims. Further, the Company may be involved in disputes with other parties in the future, which may result in litigation. Any such claim or dispute if proven, may impact adversely on the Company's operations, financial performance and financial position. Neither the Company nor Gameday are currently engaged in any litigation.

(e) **Dependence on outside parties**

The Company may pursue a strategy that forms strategic business relationships with other organisations in relation to potential products. There can be no assurance that the Company will be able to attract such prospective organisations and to negotiate appropriate terms and conditions with these organisations or that any potential agreements with such organisations will be complied with.

(f) **Market conditions**

Share market conditions may affect the value of the Shares regardless of the Company's operating performance. Share market conditions are affected by many factors such as:

- (i) general economic outlook;
- (ii) introduction of tax reform or other new legislation;
- (iii) interest rates and inflation rates;
- (iv) changes in investor sentiment toward particular market sectors;
- (v) the demand for, and supply of, capital; and
- (vi) terrorism or other hostilities.

The market price of securities can fall as well as rise and may be subject to varied and unpredictable influences on the market for equities in general and technology stocks in particular. Neither the Company nor the Directors warrant the future performance of the Company or any return to Shareholders arising from the transactions the subject of the Notice or otherwise.

5.3 Investment Speculative

The above list of risk factors ought not to be taken as an exhaustive list of the risks faced by the Company, Gameday or by investors in the Company. The above factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and the value of the Securities offered under this Prospectus.

Therefore, the Securities to be issued pursuant to this Prospectus carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those Securities.

Potential investors should consider that the investment in the Company is speculative and should consult their professional advisers before deciding whether to apply for Securities pursuant to this Prospectus.

6. Material Contracts

6.1 Gameday Acquisition Agreements

On 10 February 2016, the Company announced it had entered into a conditional Share Sale Agreement with Gameday and the Major Gameday Vendors, pursuant to which the Company agreed to acquire the entire issued share capital of Gameday, subject to the satisfaction of certain conditions precedent.

Under the terms of the Share Sale Agreement, the Company has paid a fee of \$150,000 following execution of the Share Sale Agreement and will issue the following Securities to the Gameday Vendors, in their respective proportions, in consideration for the acquisition of the entire issued capital of Gameday:

- (a) an aggregate total of 880,000,000 Shares (pre-Consolidation);
 - (b) an aggregate total of 400,000,000 Class A Performance Shares (pre-Consolidation); and
 - (c) an aggregate total of 400,000,000 Class B Performance Shares (pre-Consolidation),
- (together, the **Vendor Securities**).

The formal agreements to effect the Gameday Acquisition comprise:

- (a) the Share Sale Agreement, pursuant to which the Company will acquire the Gameday Shares held by the Major Gameday Vendors, representing 58.63% of the issued capital of Gameday; and
- (b) the Minority Seller Agreements, pursuant to which the Company will acquire the remaining 41.37% of the issued share capital of Gameday, held by the Minority Gameday Vendors.

Share Sale Agreement

- (a) Completion of the Share Sale Agreement and the Gameday Acquisition is subject to and conditional upon among other things:
 - (i) the Company obtaining all regulatory approvals required in order to undertake the Acquisition;
 - (ii) Gameday preparing audited accounts from the date of incorporation to 31 December 2015;
 - (iii) the Company raising at least \$2,000,000 in new working capital at an issue price of not less than \$0.004 per Share on a pre-Consolidation basis or as otherwise agreed;
 - (iv) the Company obtaining all necessary shareholder approvals required by the Corporations Act and the Listing Rules;
 - (v) prior to the dispatch of meeting materials to Shareholders, there being sufficient commitments from investors to complete the raising at least \$2,000,000;
 - (vi) each Shareholder and Gameday Convertible Noteholder entering into such Restriction Agreements as to give effect to the imposition of an escrow period as determined by ASX;
 - (vii) the Company undertaking and completing the Consolidation;

- (viii) the Company entering into executive services agreements with Messrs Weston and Blake;
 - (ix) the Company being satisfied with the Company's intellectual property rights to conduct of Gameday's business and there being no legal impediments to the conduct of Gameday's business; and
 - (x) the Company completed due diligence investigations to its satisfaction.
- (together, the **Conditions**).
- (b) Consideration for the acquisition of the Gameday Shares held by the Major Gameday Vendors is the issue of Securities to the Major Gameday Vendors.
 - (c) The Share Sale Agreement and the Minority Seller Agreements are interdependent such that completion of the Gameday Acquisition must occur at the same time and on the same date.
 - (d) The Company and each of the Major Gameday Vendors have provided warranties, covenants and indemnities, which are customary for a transaction of this nature.
 - (e) The Major Gameday Vendors have agreed to use their best endeavours to procure that each Minority Gameday Vendor, enters into a Minority Seller Agreement to effect the transfer of all Gameday Shares held by the Minority Gameday Vendors.
 - (f) The Major Gameday Vendors have acknowledged that some or all of the Vendor Securities may be treated as Restricted Securities by ASX and have agreed to execute such form of Restriction Agreement as may be required by ASX.
 - (g) The Share Sale Agreement may be terminated by the Company and the Major Gameday Vendors:
 - (i) by agreement in writing; or
 - (ii) where the Conditions have not been satisfied by the End Date.
 - (h) Either the Company or the Major Gameday Vendors (**Non-Defaulting Party**) may terminate the Share Sale Agreement if:
 - (i) the other party (**Defaulting Party**) repudiates or breaches an obligation under the Share Sale Agreement; or
 - (ii) the Defaulting Party (amongst others):
 - (A) is subject to a reconstruction or amalgamation, is wound up or placed under official management;
 - (B) is subject to an effective resolution for its winding up or dissolution without winding up;
 - (C) suffers the appointment of a receiver, receiver and manager, judicial manager, liquidator, administrator, official manager over the whole or a substantial part of its business, undertaking or property; or
 - (D) suffers, causes or permits any of its property or assets to be seized or taken in execution.

Minority Seller Agreements

The Company has entered into the Minority Seller Agreements with the Minority Gameday Vendors to acquire the remaining 41.37% of the issued share capital of Gameday which is not owned by the Major Gameday Vendors.

The Minority Gameday Vendors will receive a proportion of the Vendor Securities, in consideration for acquisition of their Gameday Shares.

Each Minority Seller Agreement contains limited representations and warranties by the relevant Minority Gameday Vendor relating to title and ownership of the Gameday Shares held by it.

Pursuant to each Minority Seller Agreement, each of the Minority Gameday Vendors acknowledges that some or all of the Vendor Securities it receives may be treated as Restricted Securities by ASX and agrees to execute such form of Restriction Agreement as may be required by ASX.

Completion of the sale and purchase of the Gameday Shares under the Share Sale Agreement and the Minority Seller Agreements is interdependent and will occur contemporaneously.

6.2 Convertible Note Term Sheets

Gameday has entered into binding convertible note term sheets with the Gameday Convertible Noteholders (**Convertible Note Term Sheets**) and have issued 7,000 Gameday Convertible Notes in Gameday to Gameday Convertible Noteholders on the following terms and conditions:

- (a) The face value for each Gameday Convertible Note is \$100.
- (b) On completion of the Gameday Acquisition, the Gameday Convertible Notes will convert into Shares which will be issued pursuant to the Convertible Note Conversion Offer.
- (c) On completion of the Gameday Acquisition, certain Gameday Convertible Noteholders will also receive Conversion Options to be issued under the Convertible Note Conversion Offer.
- (d) The maturity date of the Gameday Convertible Note is 31 December 2016 unless previously redeemed or converted into Shares (**Maturity Date**).
- (e) The Gameday Convertible Notes may be redeemed by the Gameday Convertible Noteholder:
 - (i) if a Change of Control of the Company occurs other than as a result of the Gameday Acquisition; or
 - (ii) if an event of default occurs and a notice is given to Gameday,(each a **Redemption Event**).
- (f) Interest is not payable on the Gameday Convertible Notes prior to the Maturity Date or a Redemption Event.
- (g) The Gameday Convertible Notes is subject to and conditional upon, among others, the Company obtaining all approvals for the issue of the Gameday Convertible Notes required pursuant to the Constitution, the Corporations Act and any other applicable law.
- (h) If the conditions precedent in the Convertible Note Term Sheet are not satisfied (or waived) on or before 5.00pm (WST) on 30 June 2016, the Convertible Note Term Sheet will be at an end and the parties will be released from their obligations under the Convertible Note Term Sheet.

- (i) The Gameday Convertible Notes carry no right to vote at a meeting of Gameday shareholders.

6.3 Intellectual Property Assignment Deed

On 7 July 2016, Gameday and Alistair Pty Ltd, an entity owned and controlled by Alistair Blake (a Director), entered into an intellectual property assignment deed (**IP Assignment Deed**), pursuant to which it was agreed that to the maximum extent permitted by law and subject to the completion of the Gameday Acquisition, Alistair Pty Ltd will assign to Gameday:

- (a) all of its existing and future right, title, estate and interest in and to the following intellectual property:
 - (i) the business name “Gameday Mouthguards”;
 - (ii) the domain name “gamedaymouthguards.com.au”
 - (iii) Australian patent number 2015100268 – home impression kit;
 - (iv) Australian patent number 2015101607 – Method for constructing a home dental impression box;
 - (v) Australian trademark number 1566259 – “Gameday”;
 - (vi) Australian trademark number 1648839 – “Impratech”;
 - (vii) Australian trademark application number 1648845 – “3 stage impression technology”;
 - (viii) Australian trademark application number 1671886 – “Home Impression Kit”
 - (ix) Australian trademark application number 1698497 – “get in the game”;
 - (x) Australian trademark application number 1698498 – “Where there is a game, there is Gameday”;
 - (xi) Australian trademark application number 1698499 – “Have you got your Gameday face on?”;
 - (xii) Australian trademark application number 1698500 – “You are not in the game without Gameday”;
 - (xiii) Australian trademark application number 1724097 – “Gameday 3 Stage Impression Technology”;
 - (xiv) Australian trademark application number 1724098– “Gameday Home Impression Kit”
 - (xv) Australian registered design number 366330; and
 - (xvi) Australian registered design number 366331,(together, the **Assignment Property**); and
- (b) all existing and future rights to take any action that it has or may have at any time against any person to recover damages, accounts of profit or other relief for any infringement or misuse of the Assignment Property, including misuse prior to the execution of the IP Assignment Deed.

6.4 Executive Employment and Consultancy Services Agreement

Mr Matthew Weston has entered into an executive service agreement with the Company and, at completion of the Gameday Acquisition, Mr Alistair Blake will enter into a consultancy services agreement with the Company.

The terms of the agreements are as follows:

- (a) Mr Matthew Weston will, subject to completion of the Gameday Acquisition and the Offers, be engaged as the Chief Executive Officer of the Company on the following key terms:
 - (i) a base salary of \$264,000 per annum (inclusive of superannuation);
 - (ii) in recognition of his role in driving the Company's performance, the Company will grant to Mr Weston 2,205,063 Performance Rights with the following conditions:
 - (A) the Performance Rights will vest upon the satisfaction of the following conditions:
 - (1) if the Company achieves an EBITDA in the 2017 financial year of greater than \$1,250,000 or the sale of 40,000 Dental Devices, 735,021 Performance Rights will vest into Shares (on a one for one basis);
 - (2) if the Company achieves an EBITDA in the 2018 financial year of greater than \$2,500,000 or the sale of 70,000 Dental Devices, 735,021 Performance Rights will vest into Shares (on a one for one basis); and
 - (3) if the Company achieves an EBITDA in the 2019 financial year of greater than \$4,000,000, 735,021 Performance Rights will vest into Shares (on a one for one basis);
 - (B) the grant of Performance Rights is conditional on the approval of the Shareholders at a general meeting, within 4 months from completion of the Gameday Acquisition; and
 - (C) unvested Performance Rights shall lapse on the earlier of:
 - (1) the date of termination of Mr Weston's appointment in accordance with the executive services agreement; and
 - (2) the date that is 4 years after the date of grant of the Performance Rights;
 - (iii) notice period of:
 - (A) four weeks if notice is given four years after employment commenced; and
 - (B) 3 months if notice is given anytime within 4 years after commencement.
- (b) It is proposed that Mr Alistair Blake will be engaged as the Technical Director on the following terms:
 - (i) a base salary of \$220,000 per annum (excluding GST);
 - (ii) notice period of:

- (A) four weeks if notice is given four years after employment commenced; and
- (B) 3 months if notice is given anytime within 4 years after commencement.

6.5 Deeds of Indemnity

Upon completion of the Gameday Acquisition, the Company will enter into deeds of indemnity, insurance and access with each of the Proposed Directors (**Deeds of Indemnity**). Under the Deeds of Indemnity, the Company will indemnify the Proposed Directors to the extent permitted by the Corporations Act against any liability arising as a result of the officer acting as an officer of the Company. The Company will also be required to maintain insurance policies for the benefit of the Proposed Directors must also allow the Proposed Directors to inspect Board papers in certain circumstances.

Where the Company is required by the Corporations Act, or is otherwise required by law, to seek the approval of Shareholders to the terms of, or the Company's entry into the Deeds of Indemnity, the provisions of the Deeds of Indemnity which would contravene the Corporations Act or other law, but for such approval, will not become operative until such time as such Shareholder approval has been obtained.

6.6 Lead Manager Mandate

The Company has appointed Somers to act as lead manager to the Public Offer. In consideration for its services, Somers will receive a management fee of \$10,000 and a 6% capital raising fee of the total amount raised under the Public Offer (all fees exclusive of GST) and the Lead Manager Offer on completion of the Public Offer. In addition, Somers will be entitled to be reimbursed for reasonable out of pocket expenses incurred in connection with the assignment.

The Lead Manager Mandate contains warranties, representations and indemnities that are customary for such an agreement.

6.7 Services Agreement

On 10 February 2016, the Company entered into a services agreement with S3 Consortium Pty Ltd trading as StocksDigital (**Advisor**), pursuant to which the Advisor agreed to provide a digital publication with monthly investor updates on nextsmallcap.com, monthly coverage on the latest developments with the Company, digital advertising to new investors and monthly reporting. The proposed engagement with the Advisor will occur for 6 months and the Advisor will be entitled to receive 9,000,000 Shares (pre-Consolidation, being 450,000 Shares post-Consolidation) and a monthly fee of \$5,000.

7. Rights Attaching to Securities

7.1 Rights attaching to Shares

The following is a summary of the more significant rights and liabilities attaching to Shares to be issued pursuant to this Prospectus. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Shareholders. To obtain such a statement, persons should seek independent legal advice.

Full details of the rights and liabilities attaching to Shares are set out in the Constitution, a copy of which is available for inspection at the Company's registered office during normal business hours.

(a) General meetings

Shareholders are entitled to be present in person, or by proxy or attorney to attend and vote at general meetings of the Company.

Shareholders may requisition meetings in accordance with the Corporations Act.

(b) Voting rights

Subject to any rights or restrictions for the time being attached to any class or classes of shares, at general meetings of Shareholders or classes of shareholders:

- (i) each shareholder entitled to vote may vote in person or by proxy or attorney;
- (ii) on a show of hands, every person present who is a shareholder or a representative of a shareholder has one vote in respect of each share carrying the right to vote; and
- (iii) on a poll, every person present who is a shareholder or a proxy, attorney or representative of a shareholder shall, in respect of each share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for each share held, but in respect of partly paid shares shall have a fraction of a vote equivalent to the proportion which the amount paid up bears to the total issue price for the share.

(c) Dividend rights

The Directors alone may declare a dividend to be paid to Shareholders. The dividend is payable at a time determined in the directors' discretion. No dividend may be declared or paid except as allowed by the Corporations Act. No interest is payable in respect of unpaid dividends. The Directors may set aside the Company's profit any amount that they consider appropriate. This amount may be used in any way that profits can be used, and can be invested or used in the Company's business in the interim.

(d) Winding-up

If the Company is wound up and a surplus remains, such surplus must be distributed to the Shareholders in proportion to the number of Shares held by them, irrespective of the amounts paid up on the Shares.

A Shareholders who is in arrears in payment of a call on a Share, but whose Shares has not been forfeited, is not entitled to participate in the distribution on the basis of holding that Share until the amount owing in respect of the call has been fully paid and satisfied.

(e) **Shareholder liability**

As the Shares to be issued under the Offers contained in this Prospectus are fully paid shares, they are not subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

(f) **Transfer of Shares**

Generally, Shares in the Company are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act and the Listing Rules.

(g) **Variation of rights**

Pursuant to Section 246B of the Corporations Act, the Company may, with the sanction of a special resolution passed at a meeting of Shareholders vary or abrogate the rights attaching to Shares.

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not the Company is being wound up, may be varied or abrogated with the consent in writing of the holders of three quarters of the issued shares of that class, or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.

(h) **Alteration of Constitution**

The Constitution can only be amended by a special resolution passed by at least three quarters of Shareholders present and voting at the general meeting. In addition, at least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.

7.2 Terms and Conditions of Performance Shares

(a) **Performance Shares**

- (i) The Performance Shares are issued with the rights and on the terms set out in this Section 7.2.
- (ii) These terms have been determined by the directors of the Company in accordance with article 6 of the Constitution.
- (iii) These terms prevail to the extent of any inconsistency with the Constitution.
- (iv) Once a Conversion Event occurs in respect of Performance Shares, that number of Performance Shares that are subject to the Conversion Event will no longer be governed by these terms, but will be converted to one Share for each Performance Share and their terms will be varied so that they are subject to the same rights and terms as all other Shares.

(b) **Conversion**

- (i) Subject to Sections 7.2(b)(iv) and 7.2(b)(v):
 - (A) 20,000,002 Class A Performance Shares will convert into 20,000,002 Shares if the Company sells 30,000 dental devices (including custom-fit laminated mouthguards, traditional over-the-counter boil and bite mouthguards, dental splints, sleep apnoea and teeth whitening

devices) in any 12 month period on or before the date that is 3 years from the time of issue; and

- (B) 20,000,002 Class B Performance Shares will convert into 20,000,002 Shares if the Company sells 60,000 dental devices (including custom-fit laminated mouthguards, traditional over-the-counter boil and bite mouthguards, dental splints, sleep apnoea and teeth whitening devices) in any 12 month period on or before the date that is 5 years from the time of issue,

(each a **Performance Hurdle**).

- (ii) On the occurrence of a Conversion Event, the allocation of Shares issued will be on a pro rata basis to all Holders.
- (iii) The Performance Hurdles must be met on or before the relevant Expiry Date.
- (iv) If a Performance Hurdle is not met by the relevant Expiry Date, the relevant Performance Shares held by each Holder will automatically consolidate into one Performance Share and will then convert into one Share for each Holder.
- (v) All Performance Shares on issue shall automatically convert into Shares on a one-for-one basis up to a maximum number that is equal to 10% of the Company's issued capital (as at the date of any of the following events) upon the happening of any of the following events:
 - (A) the occurrence of the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of more than 50.1% of Shares and that takeover bid has become unconditional; or
 - (B) the announcement by the Company that Shareholders have at a Court convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all Securities are to be either:
 - (1) cancelled; or
 - (2) transferred to a third party; and
 - (3) the Court, by order, approves the proposed scheme of arrangement.
- (vi) The Company will ensure the allocation of Shares issued under Section 7.2(b)(v) is on a pro rata basis to all Holders in respect of their respective holdings of Performance Shares and all remaining Performance Shares held by each Holder will automatically consolidate into one Performance Share and will then convert into one Share.

(c) **Voting Rights**

Each Holder shall have the right to receive notice of and attend but not to vote at any meeting of Shareholders.

(d) **Dividends**

The Performance Shares shall not have any right to receive dividends (whether cash or non-cash) from the profits of the Company at any time.

(e) **Dealings**

A Holder must not Deal with the Performance Shares.

(f) **Access to documents and information**

A Holder has the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders, and a right to attend a meeting of Shareholders

(g) **Other terms and conditions**

- (i) A Holder will not be entitled to a return on capital, whether in a winding up, upon reduction of capital or otherwise.
- (ii) A Holder will not be entitled to participate in the surplus profit or assets of the Company upon a winding up.
- (iii) There are no participating rights or entitlements inherent in the Performance Shares and Holders will not be entitled to participate in new issues (such as bonus issues) or pro-rata issues of capital to Shareholders.
- (iv) The Company will issue each Holder with a new holding statement for Shares issued upon conversion of Performance Shares as soon as practicable following the conversion of Performance Shares.
- (v) The Performance Shares will be unquoted.
- (vi) All Shares issued upon conversion will rank equally in all respects with then-issued Shares. The Company must, within the time period required by the Listing Rules, apply to ASX for quotation of the Shares on ASX.
- (vii) A Performance Share does not give the Holder any other rights other than those expressly provided by these Terms and those provided at law where such rights cannot be excluded.

7.3 **Terms and Conditions of Conversion Options**

(a) **Entitlement**

Each Option entitles the holder to subscribe for one Share upon exercise of the Option.

(b) **Exercise Price and Expiry Date**

The Options have an exercise price of \$0.128 per Option (**Exercise Price**) and an expiry date of 5:00pm (WST) 31 December 2018 (**Expiry Date**).

An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(c) **Exercise Period**

The Options are exercisable at any time and from time to time on or prior to the Expiry Date.

(d) **Quotation of the Options**

The Options will be unquoted.

(e) **Notice of Exercise**

The Options may be exercised by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

(f) **Lodgement Instructions**

Cheques shall be in Australian currency made payable to the Company and crossed "Not Negotiable". The application for Shares on exercise of the Options with the appropriate remittance should be lodged at the Company's share registry.

(g) **Shares Issued on Exercise**

Shares issued on exercise of the Options rank equally with the then Shares of the Company.

(h) **Timing of Issue of Shares and Quotation**

Within 15 business days of a Notice of Exercise being given in accordance with these terms and conditions and payment of the Exercise Price for each Option being exercised, the Company will:

- (i) issue the Shares pursuant to the exercise of the Options; and
- (ii) apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

(i) **Participation in New Issues**

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to shareholders during the currency of the Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least 4 business days after the issue is announced. This will give the holders of Options the opportunity to exercise their Options prior to the date for determining entitlements to participate in any such issue.

(j) **Adjustment for Bonus Issues of Shares**

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

- (i) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Option holder would have received if the Option holder had exercised the Option before the record date for the bonus issue; and
- (ii) no change will be made to the Exercise Price.

(k) **Adjustment for Entitlement Issue**

If the Company makes an issue of Shares pro rata to existing shareholders (other than as a bonus issue, to which Section 7.3(j) will apply) there will be no adjustment of the

Exercise Price of an Option or the number of Shares over which the Options are exercisable.

(l) **Adjustment for Reorganisation**

If there is any reorganisation of the issued share capital of the Company, the rights of the Option holders will be varied in accordance with the Listing Rules of ASX.

7.4 Terms and Conditions of Lead Manager Options

(a) **Entitlement**

Each Option entitles the holder to subscribe for one Share upon exercise of the Option.

(b) **Exercise Price and Expiry Date**

The Options have an exercise price of \$0.12 per Option (**Exercise Price**) and an expiry date of 5:00pm (WST) 31 December 2018 (**Expiry Date**).

An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(c) **Exercise Period**

The Options are exercisable at any time and from time to time on or prior to the Expiry Date.

(d) **Quotation of the Options**

The Options will be unquoted.

(e) **Transferability of the Options**

The Options are fully transferable with the prior written approval of the Company.

(f) **Notice of Exercise**

The Options may be exercised by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

(g) **Lodgement Instructions**

Cheques shall be in Australian currency made payable to the Company and crossed "Not Negotiable". The application for Shares on exercise of the Options with the appropriate remittance should be lodged at the Company's share registry.

(h) **Shares Issued on Exercise**

Shares issued on exercise of the Options rank equally with the then Shares of the Company.

(i) **Timing of Issue of Shares and Quotation**

Within 15 business days of a Notice of Exercise being given in accordance with these terms and conditions and payment of the Exercise Price for each Option being exercised, the Company will:

- (i) issue the Shares pursuant to the exercise of the Options; and
- (ii) apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

(j) **Participation in New Issues**

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to shareholders during the currency of the Options. However, the Company will ensure that for the purposes of determining entitlements to any such issue, the record date will be at least 4 business days after the issue is announced. This will give the holders of Options the opportunity to exercise their Options prior to the date for determining entitlements to participate in any such issue.

(k) **Adjustment for Bonus Issues of Shares**

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

- (i) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the Option holder would have received if the Option holder had exercised the Option before the record date for the bonus issue; and
- (ii) no change will be made to the Exercise Price.

(l) **Adjustment for Entitlement Issue**

If the Company makes an issue of Shares pro rata to existing shareholders (other than as a bonus issue, to which Section 7.4(j) will apply) there will be no adjustment of the Exercise Price of an Option or the number of Shares over which the Options are exercisable.

(m) **Adjustment for Reorganisation**

If there is any reorganisation of the issued share capital of the Company, the rights of the Option holders will be varied in accordance with the Listing Rules of ASX.

8. Additional Information

8.1 Interests of Directors

Except as disclosed in this Prospectus, no Director or Proposed Director (or entity in which they are a partner or director) has, or has had in the two years before the date of this Prospectus, any interests in:

- (a) the formation or promotion of the Company;
- (b) property acquired or proposed to be acquired by the Company in connection with its formation or promotion of the Offers; or
- (c) the Offers,

and no amounts have been paid or agreed to be paid and no value or other benefit has been given or agreed to be given to:

- (d) any Director or Proposed Director to induce him or her to become, or to qualify as, a Director; or
- (e) any Director or Proposed of the Company for services which he or she (or entity in which they are a partner or director) has provided in connection with the formation or promotion of the Company or the Offers.

8.2 Director Holdings

As at the date of this Prospectus, the interests of the Directors and Proposed Directors and their associated entities in the Securities are as follows:

Director / Proposed Director	Shares	Options
Mr Alec Pismiris	2,125,000	500,000
Mr Michael Fennell	-	-
Mr David Leavy	-	-
Mr Kelvin Smith	-	-
Mr Matthew Weston	-	-
Mr Alistair Blake	-	-
Mr John Worsfold	-	-

No Directors, Proposed Directors or any of their associates intend to participate in the Public Offer.

The anticipated interests of the Directors and Proposed Directors in the Securities, following completion of the Gameday Acquisition and the Offers, are as follows:

Director /Proposed Director	Shares	Options	Class A Performance Shares	Class B Performance Shares
Mr Alec Pismiris	2,125,000	500,000	-	-
Mr Michael Fennell	-	-	-	-
Mr David Leavy	-	-	-	-
Mr Kelvin Smith ¹	1,939,712	46,875	796,460	796,460

Director /Proposed Director	Shares	Options	Class A Performance Shares	Class B Performance Shares
Mr Matthew Weston ¹	-	-	-	-
Mr Alistair Blake ³	15,185,841	-	6,902,655	6,902,655
Mr John Worsfold	1,752,212	-	796,460	796,460

Note:

1. Shares and Performance Shares will be issued to Hudson Investments Pty Ltd, an entity owned and controlled by Mr Kelvin Smith.
2. 2,205,063 Performance Rights are proposed to be issued to Mr Matthew Weston. Refer to Section 6.4.
3. Shares and Performance Shares will be issued to Alistair Pty Ltd, an entity owned and controlled by Mr Alistair Blake.

8.3 Remuneration of Directors

The remuneration (including superannuation) of the existing Directors for the past two financial years and for this financial year is as follows:

	Financial Year 2016 ¹ (\$)	Financial Year 2015 (\$)	Financial Year 2014 (\$)
Mr Alec Pismiris	60,000	61,000	60,000
Mr Michael Fennell	24,000	24,000	-
Mr David Leavy	24,000	24,000	-

Following completion of the Gameday Acquisition, the annual remuneration (including superannuation) of the Directors will be as follows:

Director	Annual Remuneration (\$)
Mr Kelvin Smith	60,000
Mr Matthew Weston ¹	264,000
Mr Alistair Blake	220,000
Mr John Worsfold	60,000
Mr Alec Pismiris	60,000

Note:

1. 2,205,063 Performance Rights are proposed to be issued to Mr Matthew Weston. Refer to Section 6.4.

8.4 Interests of Promoters, Experts and Advisers

No Promoter or other person named in this Prospectus as having performed a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus (or entity in which they are a partner or director) holds, has, or has had in the two years before the date of this Prospectus, any interest in:

- the formation or promotion of the Company;
- property acquired or proposed to be acquired by the Company in connection with its formation or promotion or the Offers; or
- the Offers,

and no amounts have been paid or agreed to be paid and no value or other benefit has been given or agreed to be paid to any of those persons, except as disclosed in this Prospectus and as follows:

- (a) Security Transfer Registrars Pty Ltd is the Company's share registry, and will be paid for these services on standard industry terms and conditions. However, the Company is responsible for the management of all Applications and the reconciliation of funds received under the Public Offer;
- (b) Somers has acted as lead manager to the Public Offer. Mr Alec Pismiris, a Director, is also a director of Somers. In respect of this work, Somers will be paid approximately \$130,000 (based on minimum subscription) as detailed in Section 6.6. During the two years preceding lodgement of this Prospectus with ASIC, Somers has not received any fees from the Company. However, Somers has not been reimbursed for expenses during the two years preceding lodgement of this Prospectus with ASIC;
- (c) HLB Mann Judd has acted as Investigating Accountant and has prepared the Investigating Accountant's Report which has been included in Section 4. The Company has paid HLB Mann Judd \$10,000 for these services. During the two years preceding lodgement of this Prospectus with ASIC, HLB Mann Judd has received fees from the Company totalling \$61,000 (relating to audit services - refer below);
- (d) HLB Mann Judd has acted as auditor to the Company. As detailed above, during the two years preceding lodgement of this Prospectus with ASIC, HLB Mann Judd has received fees from the Company totalling \$61,000; and
- (e) DLA Piper Australia has acted as the Australian legal advisors to the Offers. In respect of this work the Company will pay approximately \$100,000 to DLA Piper Australia. Subsequently, fees will be charged in accordance with normal charge out rates. During the two years preceding lodgement of this Prospectus with ASIC, DLA Piper Australia has received approximately \$110,000 in fees from the Company, which includes fees for services provided in relation to the Gameday Acquisition and the preparation of the notice of meeting seeking approval of the Gameday Acquisition at the General Meeting.

The amounts disclosed above are exclusive of GST.

8.5 Related Party Transactions

Except as set out elsewhere in this Prospectus, the Directors are not aware of any material transactions between the Company and related parties and/or Directors.

8.6 Expenses of Offers

The total expenses of the Offers payable by the Company is as follows:

Item	\$2,000,000 Raised (\$)	\$3,000,000 Raised (\$)
ASIC Lodgement Fee	2,350	2,350
ASX Quotation Fee	69,828	70,792
Lead Manager Fee	130,000	190,000
Legal Fees	100,000	100,000
Investigating Accountant's Fee	10,000	10,000
Other costs	822	858
TOTAL	313,000	374,000

8.7 Issue of Option Shares

This Prospectus has also been issued to facilitate secondary trading of 908,333 Shares, at an issue price of \$0.12 per Share, issued to sophisticated investors pursuant to an exercise of Options on 4 August 2016 and 17 August 2017, as they were issued without disclosure to investors under Part 6.2D of the Corporations Act. A prospectus is required under the Corporations Act to enable persons who were, or are to be, issued shares, to on-sell those shares within 12 months of their issue. The Company did not, issue the Shares with the purpose of the persons to whom they were issued selling or transferring those Shares, or granting, issuing or transferring interests in those Shares within 12 months of the issue, but this Prospectus provides them with the ability to do so if they wish.

Accordingly, the purpose of this Prospectus is also to ensure that the on-sale of the 908,333 Shares does not breach section 707(3) of the Corporations Act by relying on the exemption to the secondary trading provisions in section 708A(11) of the Corporations Act.

8.8 Company Tax Status and Financial Year

The Directors expect the Company will be taxed in Australia as a public company.

The financial year of the Company ends on 30 June annually. The taxation year of the Company ends on 30 June annually.

Revenues and expenditures disclosed in this Prospectus are presented exclusive of the amount of GST, unless otherwise disclosed.

8.9 Taxation Implications

The acquisition and disposal of Shares will have taxation consequences, which will differ depending on the individual financial affairs of each investor. All potential investors in the Company are urged to take independent financial advice about the taxation and any other consequences of acquiring and selling the Shares.

To the maximum extent permitted by law, the Company, its officers and each of their respective advisers accept no liability or responsibility with respect to the taxation consequences of subscribing for Shares under this Prospectus.

8.10 Litigation and Claims

So far as the Directors and the Proposed Directors are aware, there is no current or threatened civil litigation, arbitration proceedings or administrative appeals, or criminal or governmental prosecutions of a material nature in which the Company (or any other member of the Group) is directly or indirectly concerned which is likely to have a material adverse effect on the business or financial position of the Company or the Group.

8.11 Consents

Each of the parties referred to in this Section 8.11:

- (a) has given the following consents in accordance with the Corporations Act which have not been withdrawn as at the date of lodgement of this Prospectus with ASIC;
- (b) does not make, or purport to make, any statement in this Prospectus, or any statement on which a statement in this Prospectus is based, other than those referred to in this Section 8.11; and
- (c) has not authorised or caused the issue of this Prospectus or the making of the Offers.

Chapter 6D of the Corporations Act imposes a liability regime on the Company (as the offeror of the Securities), the Directors of the Company, persons named in this Prospectus with their consent as Proposed Directors, any underwriters, persons named in this Prospectus with their consent as having made a statement in this Prospectus and persons involved in a contravention in relation to this Prospectus, with regard to misleading or deceptive statements made in this Prospectus. Although the Company bears primary responsibility for this Prospectus, other parties involved in the preparation of the Prospectus can also be responsible for certain statements made in it.

Accordingly, each of the parties referred to in this Section 8.11 makes no representations regarding, and to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any statements in, or omissions from, any part of this Prospectus other than a reference to its name, a statement and/or a report (if any) included in this Prospectus with the consent of that party as specified in this Section 8.11.

Somers has given its written consent to being named as lead manager to the Public Offer in this Prospectus.

HLB Mann Judd has given its written consent to be named as auditor to the Company in this Prospectus.

HLB Mann Judd has given its written consent to be named as Investigating Accountant in this Prospectus and to the inclusion of the Investigating Accountant's Report in Section 4 in the form and context in which the report is included.

DLA Piper Australia has given its written consent to being named as Australian legal adviser to the Company in this Prospectus.

Security Transfer Registrars Pty Ltd has given its written consent to being named as Share Registry in this Prospectus.

Each of the Directors, proposed Directors and technical advisors has given their written consent to being named in this Prospectus in the context in which they are named and have not withdrawn their consent prior to lodgement of this Prospectus with ASIC.

8.12 Continuous Disclosure

The Company is a "disclosing entity" for the purposes of Part 1.2A of the Corporations Act. As such, it is subject to regular reporting and disclosure obligations under the Corporations Act and the Listing Rules which require it to disclose to ASX any information which it becomes aware of concerning the Company and which a reasonable person would expect to have a material effect on the price or value of the Securities. Exceptions apply for certain information which does not have to be disclosed.

Price sensitive information is publicly released through ASX before it is disclosed to Shareholders and market participants. Distribution of other information to Shareholders and market participants is also managed through disclosure to ASX. In addition, the Company posts information on its website after ASX confirms an announcement has been made, with the aim of making the information readily accessible to the widest audience.

8.13 Electronic Prospectus

Pursuant to Regulatory Guide 107, ASIC has exempted compliance with certain provisions of the Corporations Act to allow distribution of an electronic copy of this Prospectus on the basis of a paper Prospectus lodged with ASIC and the issue of Shares in response to an electronic Application Form, subject to compliance with certain provisions. If you have received an electronic copy of this Prospectus, please ensure that you have received the entire Prospectus accompanied by the Application Form(s) applicable to you. If you have not, please contact the Company and the Company will send to you, for free, either a hard copy or a further electronic copy of this Prospectus or both.

The Company reserves the right not to accept an Application Form from an Applicant if it has reason to believe that when that Applicant was given access to the electronic Application Form, it was not provided together with an electronic copy of this Prospectus and any relevant supplementary or replacement prospectus or any of those documents were incomplete or altered. In such a case, the Application Monies shall be held by the Company on trust and returned (without interest) to the Applicant as soon as practicable.

8.14 Documents Available for Inspection

The following documents are available for inspection during normal business hours at the registered office of the Company:

- (a) this Prospectus;
- (b) the Constitution; and
- (c) the consents referred to in Section 8.11.

9. Authorisation

This Prospectus is issued by the Company and its issue has been authorised by a resolution of the existing Directors and the Proposed Directors.

In accordance with section 720 of the Corporations Act, each existing Director and Proposed Director has consented to the lodgement of this Prospectus with ASIC and has not withdrawn his consent.

For, and on behalf of, Mount Magnet South Limited



Alec Pismiris
Chairman

25 August 2016

10. Glossary of Terms

These definitions are provided to assist persons in understanding some of the expressions used in this Prospectus.

Acquisition Resolutions	has the meaning given to that term in Section 1.7.
Additional Offers	means the Vendor Offer, the Convertible Note Conversion Offer, the Advisor Offer and the Lead Manager Offer.
Advisor	has the meaning given in Section 6.7.
Advisor Offer	has the meaning given in Section 1.3(c).
Application Form	means the Public Offer Application Form, the Vendor Offer Application Form, the Convertible Note Conversion Application Form, the Advisor Offer Application Form or the Lead Manager Offer Application Form as the context requires.
Applicant	means a person who submits an Application Form.
Application	means a valid application for Securities under an Offer made pursuant to an Application Form.
Application Monies	means application monies for Shares under the Public Offer received and banked by the Company.
ASIC	means the Australian Securities and Investments Commission.
Assignment Property	has the meaning given to that term in Section 6.3.
ASX	means Australian Securities Exchange Limited ACN 008 624 691 or, where the context requires, the financial market operated by it.
ASX Settlement Operating Rules	means ASX Settlement Operating Rules of ASX Settlement Pty Ltd ABN 49 008 504 532.
Board	means the board of Directors from time to time.
Change of Activities	has the meaning given in Section 1.6.
Change of Control	means, in relation to the Company, at a particular time, that the persons who directly or indirectly have the capacity to control the Company are not the same as the persons who had that ability immediately before that time.
CHESS	has the meaning given to that term in Section 1.18.
Class A Performance Shares	means the class "A" Performance Shares issued by the Company on the terms and conditions detailed in Section 7.2.
Class B Performance Shares	means the class "A" Performance Shares issued by the Company on the terms and conditions detailed in Section 7.2.
Closing Date	means the closing date of the Public Offer detailed in the Indicative Timetable.

Company	means Mount Magnet South Limited ACN 096 635 246.
Consolidation	means the consolidation of the Securities such that: (a) every 20 Shares be consolidated into one Share; (b) all options on issue be adjusted in accordance to Listing Rules 7.22.1; and (c) each convertible note of the Company be reorganised in accordance with Listing Rule 7.21.
Conditions	has the meaning given in Section 6.1.
Constitution	means the constitution of the Company.
Conversion Event	means the achievement of a Performance Hurdle set out in Section 7.2(b)(i) or the happening of any of the event/s set out in Section 7.2(b)(v).
Convertible Note Conversion Offer	has the meaning given in Section 1.3(b).
Convertible Note Term Sheet	has the meaning given in Section 6.2.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Deal	means to sell, transfer, assign, novate, vary, mortgage, encumber, create any equitable interest, share any rights, or otherwise deal with any right, title or interest, or agreement to do any of these actions.
Deeds of Indemnity	has the meaning given in Section 6.5.
Defaulting Party	has the meaning given in Section 6.1.
Directors	means the directors of the Company.
End Date	30 November 2016.
Expiry Date	means in respect of the Class A Performance Hurdle, the date that is 3 years from the date of issue of Class A Performance Shares and in respect of the Class B Performance Hurdle, the date that is 5 years from the date of issue of Class B Performance Shares.
Exposure Period	means the exposure period under section 727(3) of the Corporations Act, being the seven days (which may be extended by ASIC to up to 14 days) after lodgement of this Prospectus with ASIC during which the Company must not process Applications.
General Meeting	has the meaning given to that term in Section 1.6.
GST	means goods and services tax.
Gameday	has the meaning given to that term in Section 1.2.
Gameday Acquisition	has the meaning given to that term in Section 1.2.
Gameday Business	means Gameday's business, being the provision of intelligent

	informatics software for high performance healthcare.
Gameday Convertible Notes	means the Tranche 1 Gameday Convertible Notes and the Tranche 2 Gameday Convertible Notes issued under the Convertible Note Term Sheets.
Gameday Convertible Noteholder	means a holder of a Gameday Convertible Note.
Gameday Share	means a fully paid ordinary share in the capital of Gameday.
Gameday Vendors	means the Major Gameday Vendors and the Minority Gameday Vendors.
General Meeting	means the general meeting of Shareholders held on 27 July 2016.
Holder	means a holder of Performance Shares.
Indicative Timetable	means the indicative timetable for the Offers on page 8
Investigating Accountant	means HLB Mann Judd (WA Partnership).
IP Assignment Deed	has the meaning given to that term in Section 6.3.
Lead Manager	means Somers.
KGP	has the meaning given to that term in Section 2.1.
Lead Manager Mandate	has the meaning given to that term in Section 6.6.
Lead Manager Offer	has the meaning given in Section 1.3(c)
Listing Rules	means the official listing rules of ASX.
Major Gameday Vendors	means Alistair Pty Ltd, Gorb Pty Ltd and Webstar Group International Pty Ltd.
Material Adverse Effect	means any event, change, circumstance, effect or other matter occurring after the date of the Share Sale Agreement that has or is reasonably likely to have, individually or in aggregate, with or without notice, lapse of time or both, a material adverse effect on Gameday or its Subsidiaries, including but not limited to the assets, liabilities, properties, condition (financial or otherwise), operations, reputation or prospects of Gameday or its business.
Maturity Date	has the meaning given in Section 6.2.
Minimum Subscription	has the meaning given to that term in Section 1.4.
Minjar	has the meaning given to that term in Section 2.1.
Minority Gameday Vendors	means persons holding Gameday Shares who are not Major Gameday Vendors.
Minority Seller Agreement	means the sale agreement entered, or to be entered, into between the Company and each Minority Gameday Vendor to effect the transfer of the Gameday Shares held by the Minority Gameday Vendor.

Non-Defaulting Party	has the meaning given in Section 6.1.
Offer	means the Public Offer, the Vendor Offer, the Convertible Note Conversion Offer, the Advisor Offer and the Lead Manager Offer as the context requires and Offers means all of them.
Official List	means the official list of ASX.
Official Quotation	means Official quotation by ASX in accordance with the Listing Rules.
Opening Date	means the date specified as the opening date in the Indicative Timetable.
Option	means an option to acquire a Share.
Ozchina	has the meaning given to that term in Section 2.1.
Performance Hurdle	means a performance hurdle set out in Section 7.2(b)(i) and each of Class A Performance Hurdle and Class B Performance Hurdle have a corresponding meaning in relation to the relevant Performance Shares.
Performance Rights	means a right to receive a Share upon the achievement of the relevant vesting conditions detailed in Section 6.4(a)(ii)(A).
Performance Share	means a performance share convertible into a Share upon achievement of the relevant Performance Hurdle, issued on the terms and conditions set out in the terms, and each of Class A Performance Share and Class B Performance Share have a corresponding meaning in relation to the relevant Performance Hurdle applicable to each class.
Promoter	has the meaning given in the Listing Rules.
Proposed Directors	means the persons identified as Proposed Directors in the Corporate Directory.
Prospectus	means this prospectus dated 25 August 2016.
Public Offer	has the meaning given to that term in Section 1.1.
Public Offer Application Form	means the application form attached to, or accompanying, this Prospectus relating to the Public Offer.
Recommendations	has the meaning given to that term in Section 3.4.
Redemption Event	has the meaning given in Section 6.2.
Related Party	has the meaning given in section 228 of the Corporations Act.
Restricted Securities	has the meaning given to that term in the Listing Rules.
Restriction Agreement	means a restriction agreement in a form set out in the Listing Rules.
Section	means a section of this Prospectus.
Securities	means a Share, Option, Performance Share or other form of security issued or granted (as the case may be) by the Company.

Somers	means Somers and Partners Pty Ltd (AFSL no. 403684).
Share Sale Agreement	means the share sale and purchase agreement, dated 9 February 2016, between the Company, Alistair Pty Ltd, Gorb Pty Ltd, Webstar Group International Pty Ltd and Joshua Wellisch.
Share Registry	means Security Transfer Registrars Pty Ltd.
Shareholder	means a registered holder of a Share.
Share	means a fully paid ordinary share in the capital of the Company.
Sophisticated Investors	has the meaning given in section 708(8) of the Corporations Act.
Subsidiary	has the meaning given in section 9 of the Corporations Act.
TGA	has the meaning given in Section 2.8.
Vendor Offer Application Form	means the application form attached to, or accompanying, this Prospectus relating to the Vendor Offer.
Vendor Offer	has the meaning given to that term in Section 1.3(a).
Vendor Securities	has the meaning given to that term in Section 6.1.
WST	means Western standard time, being the time in Perth, Western Australia.

