



## SCHEDULE TO CONDITIONS OF ENTRY

<b>Promotion Name</b>	Where In The World		
<b>Licence Number</b>	QOLGR Licence not required. NSWOLGR Licence not required. VCGLR Licence not required.		
<b>Promoter Name</b>	Henderson Matusch Pty Ltd (ABN 32 107 343 091) of Level 8, 160 Edward St, BRISBANE QLD 4000		
<b>Website</b>	www.hendersonmatusch.com.au		
<b>Promotional Period</b>	Opens	Saturday 22 December 2018 at 12.00am AEST.	
	Closes	Wednesday 27 <sup>th</sup> November 2019 at 5:00pm AEST.	
	The Promoter may amend the Promotional Period in accordance with state legislative rules.		
<b>Entry Restrictions</b>	<p>Entrants must be 18 years of age or older.</p> <p>Entrants must hold permanent residence in the Relevant States and/or Territories.</p> <p>At the time of the Draw, Entrants must be current clients of a Corporate Authorised Representative which is either currently authorised by Henderson Matusch Pty Ltd or was a Corporate Authorised Representative of Henderson Matusch in the preceding 5 months before the Draw.</p>		
<b>Relevant States and/or Territories</b>	Entries are restricted to residents of Queensland, New South Wales, and Victoria.		
<b>Maximum number of Entries</b>	There is no entry limit applied to participants of this promotion. Participants may enter as many times as they desire, however each entry must be accompanied by an image or short video that has not been previously submitted during this promotion by the Entrant.		
<b>Entry Procedure</b>	<p>Individuals must take a photograph or video of the green HM Travel Tag in a unique (yet law abiding) manner whilst they are at a holiday location. A holiday location is a place of interest where tourists visit, typically for its inherent or exhibited natural or cultural value, historical significance, the natural or built beauty, offering leisure, adventure and amusement.</p> <p>Images or short videos must be entered in one of the following ways:</p> <ul style="list-style-type: none"> <li>Email the photo or video to marketing@hendersonmatusch.com.au, or</li> <li>Email the photo or video to the client Financial Adviser.</li> </ul> <p>All entries will be aggregated into a central pool of entries, and no preference will be provided to any single method of entry.</p>		
<b>Draw Procedure</b>	<p>This promotion will produce a total of 1 prize winner throughout the duration of the promotion. The draw will be conducted annually on the following date:</p> <p>2<sup>th</sup> December 2019.</p> <p>Each annual draw will be conducted by Henderson Matusch. The mechanism for selecting the winner will be the most unique entry that has the HM Travel Tag displayed in the photo or short video. The entry that is deemed the winner for the relevant year will receive the prize in accordance with this Schedule.</p> <p>In the event that there is a tie, the entry which was submitted first will be deemed the winner and will receive the prize in accordance with this schedule.</p> <p>All other suitable entries will be displayed on social media and / or the HM website throughout the year of the draw and for future promotional purposes.</p>		
<b>Verification Requirements</b>	Entries will be verified by the Promoter who will confirm that the entry procedure has been adhered to, and that the Entry Restrictions have not been contravened.		
<b>Prize Details</b>	Draw	Description	Value
	1	Retail Gift Cards to the value of	\$1,000.00
<b>Prize Restrictions</b>	Yes	The prize is provided "as is" and the Promoter applies no additional restrictions. The prize is subject to an expiry date. The prize must be redeemed prior to this date.	
<b>Total Prize Pool</b>	\$1,000.00		
<b>Notification of Winners</b>	Winners will be notified using the same method in which they submitted their Entry or via a phone call from HM. In the event that the Promoter is unsuccessful in contacting the winner by this method then other contact details specifically provided by the Entrant will be utilised by the Promoter. Notification will take place within 72 hours of the draw being conducted.		
<b>Unclaimed Prize Arrangements</b>	In the event that a winner cannot be contacted, or does not respond to attempts of contact by the Promoter within 7 working days of the draw date, the next entry that HM favours due to uniqueness will be deemed the winner.		
<b>Publication Details</b>	Winners will be published on www.hendersonmatusch.com.au and on the Henderson Matusch Facebook Page, or other social media as HM sees fit.		



## CONDITIONS OF ENTRY

1. The promoter is Henderson Matusch Pty Ltd (ABN 32 107 343 091)
2. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
3. All decisions and actions of the Promoter relating to the Promotion and/or redemption of the prizes are exercised accordingly at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.
4. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
5. The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any entrant, contestant or other person. The Promoter will not award the prize if the Promotion is terminated for whatever reason.
6. To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotion Period. Eligibility to enter the Promotion is subject to the Entry Restrictions. The Promotion will be conducted during the Promotion Period.
7. Directors, management, employees and contractors of the Promoter and those of any agencies, retailers and suppliers directly associated with this Promotion and the immediate family members of these people are ineligible to enter. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
8. A person who has won a prize valued at \$10,000 or more in any competition run by the Promoter in the previous twelve (12) months prior to their Entry in this Competition is automatically ineligible to enter.
9. Entries must be submitted separately and each Entry must individually meet the Entry Requirements and be subject to the Entry Restrictions.
10. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Electronic entries are deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant.
11. Ineligible or late entries will be deemed to be invalid. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible entries (including lost, stolen, forged, defaced or damaged proof of Entry or things required by the Verification Requirements).
12. Entries and the content contained in those entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an Entry will be permitted. Entries will not be returned by the Promoter.
13. If a Prize is awarded by draw, the prize draw(s) will be conducted in accordance with the Draw Details. If a winning Entry is invalid, that Entry will be disregarded and the prize will be awarded by drawing the next valid Entry in accordance with these Conditions of Entry.
14. Winners will be notified in accordance with the Notification of Winners and Publication Details. Winners' names and State/Territory of residence will be published as specified in the Schedule.
15. A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the prize awarded under these Conditions of Entry and will not be responsible for breach of any such implied terms.
16. The Promoter and/or its representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Promotion.
17. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing entrants from successfully submitting an Entry, any injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or downloading any materials in this Promotion.
18. The Promoter may, in its sole discretion, declare any or all entries invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
  - (a) Disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; and/or
  - (b) Engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation; and/or
  - (c) Does not comply with any reasonable directions or guidelines notified to them in connection with the Promotion or a prize event/activity.
19. Should an entrant be deemed by the Promoter to be ineligible, the entrant may not participate further in the Promotion. All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard.
20. Where an Entry is deemed invalid (at the Promoter's absolute discretion) prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements. Prizes unclaimed after a period of three (3) months will be forfeited subject to State regulations.
21. Prize(s) will be awarded as specified in the Prize Details. If a Prize is unavailable for any reason, the Promoter, at its discretion, may substitute it for another item of equal or higher value. The Prize(s) is/are subject to any prize restrictions specified in the Schedule. The Total Prize Pool is specified in the Schedule. All Prize values stated are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of preparation of these Conditions of Entry.
22. All Prizes and/or parts of the Prize(s) are subject to availability, non-transferable and non-exchangeable, must be used on any dates specified in these terms and conditions and/or as stipulated by the prize provider and are not redeemable for cash unless cash is specified. The Promoter and/or a nominated Prize Provider will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter will not be liable for any damage to or delay in transit of prizes, or for any compensation in relation to those prizes.
23. The Promoter and/or a nominated Prize Provider, accepts no responsibility or any tax implications that may arise from winning of the prizes. Independent financial advice should be sought. The Promoter takes no responsibility for variations in the prize value.
24. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of Entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency and/or Entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
25. If a prize winner does not redeem any element of a prize at the time stipulated then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.
26. Entrants will be required by the Promoter and/or a nominated Prize Provider, to participate in photo, recording, video and/or film session(s) and acknowledge that they assign the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.
27. It is a condition of Entry that the Promoter and/or a nominated Prize Provider, has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or depiction of entrants for any promotion or matter incidental to the Promotion.
28. By entering this Promotion all entrants: (a) assign to the Promoter and/or a nominated Prize Provider, all rights including present and future copyright



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in their Entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future; (b) agree not to assert any moral rights in respect of their Entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter and/or a nominated Prize Provider, its assigns, licensees and successors in title; and (c) undertake to the Promoter that their Entry is not in breach of any third party intellectual property rights.

29. If Entry requires the entrant to submit content, Entrants are required to take full responsibility for the content of their Entry and for ensuring that their Entry complies with the Conditions of Entry. For the purposes of these content requirements, "Entry Content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their Entry into the Promotion.
30. Entry Content must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the Entry is the entrant's original work. If an Entry cannot be verified to the Promoter's satisfaction, the Entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of Entry Content.
31. By submitting an Entry to the Promotion, each entrant assigns all rights in the Entry Content to the Promoter and consents to the Promoter using the Entry Content in any manner the Promoter wishes (including modifying, adapting or publishing the Entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an Entry, each entrant consents to any dealings with the Entry Content that may otherwise infringe their moral rights in the Entry. The Promoter may copy any content submitted as part of an Entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.
32. Entry Content must not include:
  - (a) Any image, video, recording or other kind of depiction of any other person without that person's express consent. If a person is a minor, the express consent of the minor's parent or guardian must be obtained before being included in any Entry Content. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person; and
  - (b) Any content that contravenes any law, infringes the rights of any person, is obscene, offensive, potentially defamatory, discriminatory, indecent or objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
  - (c) Any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the Entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their Entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the Entry in accordance with the Conditions of Entry.
33. Entrants acknowledge that Entries (including details about the Entrant's Twitter, Facebook or Instagram account) may be featured on [www.hendersonmatusch.com.au](http://www.hendersonmatusch.com.au), the Henderson Matusch Facebook page, and various offline promotional media for public viewing during the Promotional Period and in perpetuity. Once an Entry is submitted, Entrants acknowledge that the Entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).
34. Entrants are advised that they may not use or disclose to any third party any information which the Promoter has advised them is confidential. This includes any information that comes into the possession of the Entrant concerning the management of the Promotion.
35. Facebook, Twitter and Instagram membership, pages, applications and use of these platforms generally is subject to their prevailing terms and conditions of use available at <https://www.facebook.com/policies/?ref=pf>, <https://twitter.com/tos> and <http://instagram.com/legal/terms/#> respectively. The promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook, Twitter or Instagram.
36. Entrants are solely responsible and liable for the content of their Entries and any other information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless Facebook, Twitter or Instagram and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect

of the Entrant's participation in the promotion. Any questions, comments or complaints about the promotion must be directed to the Promoter and not to Facebook, Twitter or Instagram.

37. The Promoter and its agencies, contractors and representatives associated with this Promotion, including and/or a nominated Prize Provider, will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

### *Please Note – Privacy Statement*

38. By entering the Promotion, you agree to the Promoter collecting, storing and using your personal information for its marketing purposes, including contacting by electronic messaging for the purposes of marking and administration, including contacting the Entrant about future promotions, special offers, goods and/or services. The Promoter and/or a nominated Prize Provider, may use any personal information entrants provide in connection with this competition for the purpose of running the Promotion, and also in advertisements, publications, media statements and other promotional material associated with the Promotion. The Promoter may disclose the personal information entrants provide for those purposes to its related agencies, contractors and representatives connected with this Promotion and to relevant authorities in the Relevant States.
39. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). The Promoter's privacy policy can be viewed at [www.hendersonmatusch.com.au](http://www.hendersonmatusch.com.au). To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter or [privacy@hendersonmatusch.com.au](mailto:privacy@hendersonmatusch.com.au).
40. In addition to the privacy terms set out; if the entrant has ticked an "opt-in" box upon entering the Promotion an Entrant also agrees to the Promoter disclosing and using their personal information to a nominated Prize Provider and/or a third party directly associated with the Promotion, as nominated in the consent, to contact you about that parties special offers, updates, and or, for the purposes of direct marketing (including via electronic means).