

## **TERMS AND CONDITIONS FOR CASH PROMOTION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Promotion ("Promotion") is deemed acceptance of these Terms and Conditions.

### **ELIGIBILITY**

2. Subject to condition 3, this Promotion is only open to Australian residents aged 18 years or over.
3. The following are ineligible: (i) employees of AFSC Pty Ltd ABN 85 632 842 623 ("Promoter") (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.
4. Only one gift will be awarded per Promotion Period.

### **PROMOTION PERIOD**

5. This recurring Promotion commences at the time and on the date indicated in Item 1 and ends at the time and on the date indicated in Item 2 ("Promotion Period").

### **HOW TO ENTER**

6. To enter this Promotion, eligible individuals must, during the Promotion Period, follow the directions indicated in Item 3.

### **DRAW DETAILS**

7. The draw will take place at the time and on the date indicated in Item 4.

### **WINNER NOTIFICATION**

8. The provisional winner(s) will be notified in writing to the residential address of the first client nominated on page 2 of the submitted Share Sale Form.

### **PRIZES**

9. The prize or prizes to be awarded are indicated in Item 5.
10. The prize or prizes will be mailed to the residential address of the first client nominated on the submitted Share Sale Form.
11. Any ancillary costs associated with redeeming the gift are not included.

### **UNCLAIMED PRIZE DRAW**

12. The Promoter will conduct an unclaimed prize draw if required. This date will be no sooner than three (3) months after the original draw. Winners, if any, will be notified subject to condition 3.

### **GENERAL**

13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
14. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited.

15. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool per promotion period will be as advertised on <https://www.aussiesharesales.com.au/>.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
20. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
21. The Promoter's decision is final and no correspondence will be entered into.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
23. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the

Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.

**Item 1**

Promotion commences on the first day of each calendar year.

**Item 2**

Entries close on the last day of each calendar year.

**Item 3**

To enter, individuals must, during the promotional period, either:

- i. Complete a Share Sale Form via <https://www.aussiesharesales.com.au/share-sale-form/>.
- ii. Have their shares sold before the close of the promotional period.

**Item 4**

The draw date for each promotional period will be within 10 business days after the end of each promotion period.