

CMC Markets The Artful Trader event Ticket Draw Competition

Terms and Conditions

SCHEDULE	
GENERAL	
Promotion	<p>Tickets to attend the event, with the details set out below (Event):</p> <p>Event: <i>The Artful Trader presents: Trading the Globe with John Netto</i></p> <p>Location: CMC Markets</p> <p style="padding-left: 40px;">Level 20, Tower Three International Towers 300 Barangaroo Avenue Sydney NSW 2000</p> <p>Date: 28 September 2018</p> <p>Time: 6pm</p>
Promoter	<p>CMC Markets Asia Pacific Pty Ltd (ABN 11 100 058 213), Level 20, Tower Three, International Towers, 300 Barangaroo Ave, Sydney, NSW, 2000</p> <p>Phone: +61 (0) 2 8221 2100</p> <p>NSW Permit No. LTPM/18/03381</p>
Who can enter?	<p>You can only enter this promotion if you are:</p> <ul style="list-style-type: none"> a) an Australian resident; b) aged 18 years or older; c) are willing to comply with all requirements as set out in the Additional Terms section of these conditions.
WHEN WILL THE PROMOTION RUN?	
Promotion Period	<p>Ticket draw to attend the Event</p> <p>This promotion with respect to The Artful Trader podcast will commence and close on the following dates and times(Promotion Period):</p> <ul style="list-style-type: none"> (a) the start date will be 7am on Monday, 21 August 2018 (b) the closing date will be at 11.59pm Thursday 20th September 2018 <p>Entries must be made during the Promotion Period.</p>
ENTRY DETAILS	
How to Enter	<p>Predict the Position</p> <p>To enter this promotion, you must, during the relevant Promotion Period:</p> <ul style="list-style-type: none"> (a) visit www.cmcmarkets.com/en-au/podcasts/special-event-2018 (Website); and (b) fully complete and submit the online entry form by providing all details as requested by the Promoter, including answering the following questions: <ul style="list-style-type: none"> 1) title, first name and last name; 2) country of residence; 3) mobile number and email address; and

	4) how many tickets (choice of 1 or 2) you would like to be in the draw to win.								
What are the Entry Limits?	<p>Ticket draw</p> <p>Entrants can only enter this promotion once per person.</p> <p>Advertising materials will specify any additional particular requirements to entry.</p> <p>All entrants must agree to and participate in accordance with the Additional Terms.</p>								
WINNER DETERMINATION DETAILS									
Draw Details	<p>John Netto event Ticket draw:</p> <p>Draw will occur at 9am Friday 21st September 2018</p> <p>Location: Banter, 257a Oxford Street, Paddington, 2021.</p> <p>Judges: Representatives of the Promoter.</p>								
Draw Criteria	<p>John Netto event Ticket draw: The Promoter will draw valid entries at random from a ballot box until 20 tickets have been awarded to winners.</p> <p>The Judges and Promoter's decisions are final and no correspondence will be entered into.</p>								
VERIFICATION DETAILS									
Verification Requirements	<p>Entrants and winners may be required to provide proof of identity, proof of age and proof of residency to verify their entry (Proof of Identity). Identification considered suitable for verification is at the Promoter's discretion.</p> <p>Entrants will be required to comply with all requirements as set out in Additional Terms section of these conditions.</p> <p>If an entrant/winner fails to provide Proof of Identity or fails to comply with the requirements as set out in the Additional Terms section of these conditions by the time and date stipulated by the Promoter, their entry/prize claim will be deemed invalid at the Promoter's discretion. No correspondence will be entered into.</p>								
PRIZE DETAILS									
Prizes	<p>Individual prizes will not exceed \$50AUD in value and the total prize pool value will not exceed \$10,000AUD.</p> <p>Prizes and their approximate values are listed below.</p> <p>Tickets to the Event</p> <table border="1"> <thead> <tr> <th>Item</th> <th>Prize Value(AUD) (approximate)</th> </tr> </thead> <tbody> <tr> <td>1 ticket pass</td> <td>\$50</td> </tr> <tr> <td>2 ticket passes</td> <td>\$100</td> </tr> <tr> <td>TOTAL RRP for 20 tickets</td> <td>\$1000</td> </tr> </tbody> </table>	Item	Prize Value(AUD) (approximate)	1 ticket pass	\$50	2 ticket passes	\$100	TOTAL RRP for 20 tickets	\$1000
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NOTIFICATION OF WINNERS									

Notification of Minor Prize Winners	Winners will be personally notified by phone or email within 2 business days following determination.
CLAIM DETAILS	
Prize Claim Time and Date	<p>Details of the winners (names) will be published on the Website.</p> <p>Prizes must be accepted and claimed by 5.00pm local Australian time on the day that is 5 calendar days after the draw.</p> <p>No second chance draws apply to any promotion.</p> <p>Tickets will be emailed to each winner's nominated email address, within 2 weeks after the draw.</p>

Terms and Conditions

1. These Terms and Conditions must be read together with the Schedule for this promotion. The Schedule prevails to the extent of any inconsistency with these Terms and Conditions.
2. By participating in this promotion, you accept these Terms and Conditions.

Eligibility

3. You can only enter this promotion if you meet the eligibility requirements set out in the Schedule.
4. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this promotion are ineligible to enter. "Immediate families" 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.
5. By entering this promotion, if requested you agree to declare to the Promoter all past, current or potential conflicts of interest (if any) or any serious social misconduct or behavior that in a normal persons opinion may compromise the integrity or diminish the good name and reputation of the Promoter or its products and brands, is contrary to law or otherwise inappropriate.

Entry

6. The promotion will be conducted during the Promotion Period.
7. All entries must be received by the Promoter during the Promotion Period. Entries are deemed to have been received at the time of receipt into the Promoter's database and not at the time of transmission by the entrant.
8. You can only submit your entry in accordance with the "How to Enter" section of the Schedule. The Promoter will not accept entries in any other form. Once submitted, you cannot change, alter or delete your entry.
9. Automated entries and computer generated entries will not be accepted. Entrants who enter using multiple phone numbers, email addresses or aliases will be disqualified.
10. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms and Conditions as determined by the Promoter in its sole discretion or any other instructions or guidelines notified by the Promoter during the entry process for the promotion.

Entry Content

11. You are required to take full responsibility for the content of your entry and for ensuring that your entry complies with these Terms and Conditions and any other instructions provided by the Promoter. For the purposes of these Terms and Conditions, "entry content" includes any content (including text, photos, videos and email messages) that you submit, upload, transmit, publish, communicate or use in connection with your entry into the Promotion.
12. Your entry must be your own original work. The Promoter reserves the right to verify, or to require you to verify, that your entry is your own original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
13. Your entry must not:
 - a. include any content which may diminish the good name and reputation of the Promoter or its products and brands;

- b. feature any image or voice of any other person without that person's express consent. You confirm that if such content is included in your entry, you have obtained the express consent of the relevant person/s;
 - c. include any content that is in violation of any law or regulation;
 - d. be fraudulent, deceptive or misleading in any way;
 - e. include any content that infringes the rights of any person;
 - f. be obscene, offensive, defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing);
 - g. include any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless you are entitled to use such content. If you have any doubts about whether to include any content (for example, recorded music) you must not include it. By including such content in your entry, you warrant to the Promoter that you have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry to publicise the promotion and for any other purpose as set out in these Terms and Conditions; and
 - h. feature any third party products, third party trade marks, names, logos or branding.
14. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entry at any time.
15. By entering this promotion, you agree to assign all rights in your entry to the Promoter and you consent to the Promoter (or the agencies/companies associated with the Promoter) using the entry 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), in marketing, advertising and promotional materials, on the Promoter's websites and social media platforms or in any other manner as determined by the Promoter, without payment to you (of royalties, compensation or otherwise) on a perpetual, world-wide and irrevocable basis.

Challenge

16. If the Promotion involves a challenge, the challenge will be conducted as specified by the Promoter. Entrants (and other challenge participants, if applicable) must comply with all directions or guidelines notified to them in connection with the challenge. If an entrant or challenge participant is under 18 years of age, they must have written permission from a parent or legal guardian before being able to participate in the challenge.
17. Unless otherwise specified by the Promoter, entrants and challenge participants are responsible for making their own way to and from the challenge, at their own cost.
18. All costs associated with participating in the challenge are the responsibility of the challenge participants, as incurred.

Facebook/Instagram/YouTube promotions

19. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram and/or YouTube. By entering, you acknowledge that any information you provide in connection with the promotion is being provided to the Promoter and not to Facebook, Instagram and/or YouTube. Any questions, comments or complaints regarding the Promotion should

be directed to the Promoter. By entering, you release Facebook, Instagram and YouTube from all liability arising in respect of the Promotion.

Determining and notifying winners

20. Winners will be determined, notified and published as set out in the Schedule.
21. Where a prize value exceeds \$500AUD, the Promoter and the companies and agencies associated with this promotion will publish the name and state/territory of residence for winners of such prize on their websites, social media platforms and in trade publications. By entering this promotion, each entrant consents to the collection and use of their personal information for this purpose in accordance with the Promoter's Privacy Policy (as described below in clause 48) and requests that his or her full address not be published.

Prizes

22. The prize(s) are as specified in the Schedule. The prize(s) are subject to any additional terms and conditions as specified in the Schedule.
23. Prizes will be delivered to the address provided by the winner at the time of entry or completing the verification process (whichever is most recent).
24. Once dispatched and awarded to a winner, the Promoter is not be liable for any prize that has been lost, stolen, damaged, defaced or tampered with in any way.
25. If a prize is or includes gift cards/vouchers, the gift cards/vouchers are subject to any terms and conditions imposed by the gift card/voucher provider, including period of validity and treatment of unused balances.
26. If a prize is or includes tickets, the tickets are only valid for the date or period specified on the tickets or by the ticket provider, and are subject to any terms and conditions imposed by the ticket provider including but not limited to any conditions of entry into the relevant event location. You (and any companion/s if applicable) must make your own way to and from the relevant event location at your own cost. Any additional costs incurred in relation to using the tickets, including but not limited to any food/beverage costs or transfer costs are the responsibility of you and any companion/s, if applicable.
27. If a prize includes travel, the prize must be booked and completed as specified by the Promoter or by the supplier of the prize and travel may be restricted during major event/peak/public holiday or other exclusion periods as specified by the Promoter or prize supplier. If the prize is event based, any travel provided as part of the prize must be taken on the dates specified by the Promoter as set out in the Schedule to coincide with the event. The prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant prize providers. All costs associated with a travel prize which are not expressly stated in the Schedule as being included, including spending money, passport and visa costs, transfer costs, meals, taxes, insurance (including excesses), luggage costs and all other ancillary costs, are the responsibility of the winner and any travelling companion(s) as incurred. The winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance and documents to travel to the relevant location(s) (including passports and visas, if required). Any alterations or extensions to confirmed prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner and any travelling companion(s) as incurred. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have

received appropriate immunisations and/or health checks prior to taking the prize.

28. If the prize is or includes cash/spending money, it will be awarded as determined and confirmed by the Promoter, either in the form of a cheque or by an EFT transfer to the winner's nominated bank account.
29. If the prize includes meeting a celebrity, the Promoter will not be liable in any way if that person fails to attend the relevant event on the date and time specified.
30. If the one of the people taking or participating in a prize is under 18 years of age, a parent or legal guardian of the winner must be present for the duration of the prize, as one of the participants. The Promoter reserves the right to appoint a chaperone to accompany the participants taking the prize. The participants agree to the chaperone being present with them for the duration of the prize and agree to comply with any reasonable directions or guidelines notified to them by the Promoter or their chaperone.

Claiming prizes

31. Prizes must be claimed in accordance with the Prize Claim Details section of the Schedule.
32. If a prize is not accepted or claimed in accordance with the Prize Claim Details, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the relevant unclaimed prize in accordance with the details specified in the Schedule, subject to any directions given by any relevant gaming authority. Winners of unclaimed prizes will be notified and published in accordance with the details set out in the Schedule.

General

33. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
34. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, prohibit further participation by an entrant or winner in this promotion, or invalidate a provisional winner if the entrant/winner:
 - a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
 - b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion (including where entrants share their Proof of Purchase to enter the Promotion or where entrants use multiple names, addresses or aliases to register multiple entries);
 - c. submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
 - d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person;
 - e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading or deceptive;

- f. or engages in conduct which may, in the opinion of the Promoter, compromise the integrity or diminish the good name and reputation of the Promoter or its products and brands, is contrary to law or otherwise inappropriate.
35. Entrants and winners must comply with the details set out in the Verification Requirements section of the Schedule as part of the entry verification or prize claim process. Failure to comply with the Verification Requirements to the Promoter's satisfaction will result in your entry and/or prize claim being declared invalid (and, at the Promoter's discretion, in all of your entries/prize claims being declared invalid).
36. All entries will be the property of the Promoter and will not be returned.
37. Prizes are not transferable, exchangeable for any other item and cannot be redeemed for cash or any other form of compensation (unless cash is specified). The value of each prize is accurate as at the time of preparation of this material, is the RRP value and is inclusive of GST. The Promoter accepts no responsibility for any variation in the value of a prize after that time. If a prize (or element of a prize, where applicable) is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the any relevant gaming authorities as required.
38. If a winner (or a companion, as applicable) does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and their companion(s) as applicable and neither cash nor any other form of compensation will be supplied in lieu of that element of the prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.
39. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must sign (or procure that their parent/guardian signs) an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this promotion and/or providing the prize, before they participate in the Promotion and/or the prize. If they or their parent/guardian do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be deemed invalid. Where an entry is declared invalid prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.
40. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material, on the Promoter's websites, social media platforms and in trade publications.
41. If for any reason any aspect of this promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion, or invalidate any affected entries, subject to the approval of the relevant gaming authorities, if required.
42. The Promoter's decisions in connection with the promotion are final and no correspondence will be entered into.

43. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the promotion or accepting the prize may involve participating in dangerous activities. By entering this promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
44. The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
45. Prizes will only be delivered to addresses in Australia, as applicable. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
46. The Promoter may at its absolute discretion prohibit an entrant's participation in this promotion, cancel or suspend a prize or other cease to provide any prize to a winner if the entrant or winner (or any companion) is (in the Promoter's opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or is contrary to law or is otherwise inappropriate.
47. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
48. The information you provide will be used by the Promoter for the purpose of conducting this promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with this promotion and to the relevant gaming authorities, and winners' names and their State/Territory of residence may be published in accordance with these Terms and Conditions and as required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website <https://www.cmcmarkets.com/en-au/privacy>.
49. The Promoter (CMC Markets Asia Pacific Pty Ltd, ABN: 11 100 058 213) of Level 20, Tower Three, International Towers, 300 Barangaroo Avenue, Sydney 2000 NSW holds NSW Permit No. LTPM/18/3381. The Promoter can be contacted by telephone on +61 (0) 2 8221 2100.