

'THE BETTER POSITION': POWERED BY CMC MARKETS' PROMOTION

Terms and Conditions

1) Information on how to enter forms part of the terms and conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.

2) The Promoter is CMC Markets Stockbroking Limited (ABN 69 081 002 851. AFSL No. 246381), Level 20, Tower 3, International Towers 300 Barangaroo Ave Sydney NSW 2000 (**CMC Markets** or **Promoter**).

3) All references to time in this document are a reference to the local time in Sydney, New South Wales, Australia on the date stated. The promotion commences at 12.01 am on 4 March 2019 and closes at 11.59 pm on 26 May 2019 (**Promotion Period**).

4) Entry is open only to a person who is:

- (a) a resident of New South Wales,
- (b) aged 18 years or over; and
- (c) not a director, member of management, an employee, officer or contractor of the Promoter or its related bodies corporate and their immediate families, or of the agencies or organisations associated with this promotion. "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

(Eligible Entrants).

5) By entering this promotion, if requested, an Eligible Entrant agrees to declare to the Promoter all past, current or potential conflicts of interest (if any) or any serious social misconduct or behaviour 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.

6) To enter, Eligible Entrants must during the Promotion Period visit www.nswwaratahs.com.au/betterposition and click on the 'Enter' button and complete all requested details including but not limited to their name, phone number and email address, and be available to accept all elements of a prize if they are a winner, and agree to the promotion terms and conditions ('Eligible Entrant'). All Eligible Entrants will be entered in the Draw.

7) The Promoter is not responsible for any lost, late or misdirected entries.

8) Only one (1) entry per Eligible Entrant is permitted.

9) The time of entry will be deemed to be the time at which the Eligible Entrant's entry is received by the Promoter (as determined by the Promoter).

10) The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

11) The draw will take place at 2.00pm on 27 May 2019 at the offices of MDSA at Level 2, 40 Yeo Street, Neutral Bay, NSW 2089 and will be conducted by MDSA (**Drawer**). The six (6) winners (one (1) Major Winner - the first eligible entry drawn, and five (5) Minor prize winners – the next five (5) eligible entries drawn), will be determined by an automated random draw of all Eligible Entries.

12) The results of the draw is final and no correspondence will be entered into.

13) There will be one (1) Major Prize and five (5) Minor Prizes awarded with a total maximum value of \$11,435 Values referred to in this clause are based on the recommended retail value at the time of publishing. The Promoter accepts no responsibility for any variation in the value of the prizes.

Draw	Draw Prizes	Value of each Prize	Total Draw Value
Major Prize	• A corporate catered box for eleven (11) people with a 'money can't buy' experience featuring a guest visit to the box by a Waratahs legend (as determined by Waratahs Rugby) at	\$7,410	\$7,410

	the Brumbies vs Waratahs Game on 8 June 2019 • A \$2,500 funded CMC Markets stockbroking account and ten (10) free trades • A signed Waratahs Jersey		
Minor Prizes	• A \$500 funded CMC Markets stockbroking account with five (5) free trades • A signed Waratahs branded 2019 Ball	\$805	\$4,025

14) Major Prize Conditions:

- (a) A winner must successfully open a CMC Markets stockbroking account, within 28 days of their name being published online in accordance with clause 21 (or clause 22 in the event of a redraw) and in all cases prior to collection or delivery of the Major Prize.
- (b) The catering for the corporate box element of the Major Prize will be selected by the Promoter. The Promoter is not liable for any costs associated with the taking of a prize, including transportation and meals, and any expense incurred in connection with claiming a prize will be the responsibility of the winner. The Promoter advises that dress codes may be applicable to the taking of a prize.
- (c) The winner's CMC Markets stockbroking account will receive \$2,500 and 10 free trades in value to use towards trading, subject to the following conditions:
 - (i) the 10 free trades must be used within 10 months of those trades being credited to the account, after which the remaining free trades will expire;
 - (ii) if no trade is placed within two months of the date the trading credit is credited, the trading credit shall expire and shall be deducted from the account; and
 - (iii) if a period of two months lapse between trading activity, the remaining trading credit shall expire and shall be deducted from the account.

15.) Minor Prizes Conditions

- (a) A winner must successfully open a CMC Markets stockbroking account, within 28 days of their name being published online in accordance with clause 21 (or clause 22 in the event of a redraw) and in all cases prior to collection or delivery of a Minor Prize.
- (b) The winner's CMC Markets stockbroking account will receive \$500 in value to use towards trading, subject to the following conditions:
 - (i) the 5 free trades must be used within 10 months of those trades being credited to the account, after which the remaining free trades will expire;
 - (ii) if no trade is placed within two months of the date the trading credit is credited, the trading credit shall expire and shall be deducted from the account; and
 - (iii) if a period of two months lapse between trading activity, the remaining trading credit shall expire and shall be deducted from the account.

16.) 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.

17) Nothing in these terms and conditions limits, excludes or modifies the consumer guarantees provided under the *Competition and Consumer Act (2010)* or any other statutory rights that Eligible Entrants have that cannot lawfully be excluded.

18) The Promoter and any associated companies involved in this Promotion, make no representation as to the safety, conditions or other issues that may exist at any function, event or venue attended by a prize winner in connection with a prize. Winners of prizes involving attendance at any function, event or venue agree to be bound by and comply with the terms and conditions that apply to attendees at that function, event or venue including without limitation requirements in relation to responsible service of alcohol and any right to refuse entry or service to prize winners or their guests.

19) Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless expressly allowed under these terms and conditions or otherwise agreed to by the Promoter. By accepting the prize, the winner accepts the conditions of use of that prize.

20) The Promoter is not responsible for any cancellation, postponement, delay, or rescheduling of any element of any prize. Any costs, without limitation, incurred, will be the sole responsibility of the prize winner. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

21) The winners will be notified in writing by email and by telephone within 2 business days of the draw and their names will be published online at www.nswwaratahs.com.au/betterposition on 29 May 2019 for a period of 28 days.

22) The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming the Major prize by 5.00pm on 3 June 2019. If the Major prize remains unclaimed at 5.00pm on 3 June 2019, a second draw will be conducted by the Drawer at 5.30pm on 3 June 2019 at the same place as the original draw, subject to any written direction given under applicable law. Any Major Prize winner will be notified in writing by email immediately and their name will be published online at www.nswwaratahs.com.au/betterposition from 3 June 2019 for a period of 28 days.

The Promoter also reserves the right to redraw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a Minor Prize by 5.00pm on 27 August 2019. If a Minor prize remains unclaimed at 5.00pm on 28 August 2019, a second draw will be conducted by the Drawer at 5.30pm on 30 August 2019 at the same place as the original draw, subject to any written direction given under applicable law. Any winner will be notified in writing by email immediately and their name will be published online at www.nswwaratahs.com.au/betterposition from 30 August 2019 for a period of 28 days.

23) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter:

- a) will not be liable for any failure to perform or delay in performing its obligations; and
- b) reserves the right (subject to any applicable law) to cancel, terminate, suspend, or modify (including by providing an alternative prize to the same value as the original prize) this promotion.

24) To the extent permitted by law, the Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (**Promotion Parties**) exclude, and Eligible Entrants irrevocably release the Promotion Parties from, all liability for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy whatsoever, including but not limited to direct, indirect and consequential losses, damages, expenses or costs (**Losses**) including Losses that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Losses were in the contemplation of the Promotion Parties.

25) Entry details remain the property of the Promoter. The name and photograph of the winners may be used for promotional purposes by the Promoter, unless a winner otherwise notifies the Promoter at the time of accepting their prize. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties involved in the promotion and any applicable statutory authorities) and to conduct marketing activities. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's privacy policy, visit <https://www.cmcmarkets.com/en-au/privacy> to obtain a copy.

26) The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.

27) The Promoter is CMC Markets Stockbroking Ltd (ABN 69 081 002 851. AFSL No. 246381), Level 20, Tower 3, International Towers 300 Barangaroo Ave Sydney NSW 2000 is authorised under NSW Permit Nos. LTPS/19/32551 & LTPS/19/33720.