

Terms and Conditions

of Your Chance to Win Competition

Prize

1. There is one (1) Prize.

The winner of the competition will receive a prize that includes a five (5) night holiday the tropical paradise of Fiji up to a maximum value of **AUD\$8,416.00** (the 'Prize') and will include:

- a. Two (2) return economy airfares for the winner and their nominated travel companion from their nearest Australian capital city airport including checked luggage.
- b. 5 nights in a Luxury Oceanside King Room at the Sofitel FIJI resort & Spa
- c. Buffet Breakfast Daily at Bazaar Kitchen
- d. Exclusive My Fiji VIP Airport Fast Track Experience
- e. Exclusive My Fiji VIP Concierge Services
- f. Return Private Airport Transfers
- g. BONUS FJD\$500 Wine, Dine & Spa Credit*
- h. BONUS Captain Cook Sunset Dinner Cruise OR Malamala Beach Club
- i. BONUS VOU Fiji Untold Live Performance Show*
- j. BONUS Day Pass to Waitui Beach Club*
- k. BONUS 3-Course Beach Dinner for Two*
- l. BONUS Daily Mini-Bar Restock
- m. Complimentary Use of Non-Motorised Water Sports Equipment & Resort Activities
- n. Complimentary WIFI and unlimited movies
- o. Up to \$1,000 in cash as spending money

*Prices for this holiday is based on twin share

2. All Prize values are in Australian dollars.
3. Should the final cost of the booked holiday items in clauses 1a. to 1o. be greater than \$8,416, then the cash component in clause 1o. will be reduced by the amount that exceeds \$8,416 (the 'Excess Amount'). Should the Excess Amount be greater than AUD\$1,000 then the cash component in 1o. will be reduced to zero and the winner will only receive those items in clauses 1a. to 1n. If there is no Excess Amount the winner will receive \$1,000 in cash as spending money.
4. The cash component calculated in accordance with clause 3. will be transferred to the winner in accordance with clauses 39, 40 and 41 of these Terms and Conditions.
5. The maximum value does not always represent the entire budget allocated for the prize. If the promoter can secure more favourable rates during the booking process, these savings are not transferred to the recipient.

6. The Prize is valid for travel between 27 July 2024 and 29 August 2025.
7. The prize must be booked a minimum of **three (3) months** prior to the proposed date of travel. The final date for booking the Prize will be Friday 30 May 2024. You must have a valid Australian passport with a minimum of 6 months before expiry from your last date of departure.

Competition entry

8. The competition opens on Friday 01 December 2023 at 09.00 am AEDT and closes on Wednesday 24 April 2024 at 05.00 pm AEST (the 'Promotional Period').
9. Entry is open to all clients and potential clients (an 'Entrant') of Partners and their Business Associates.
10. By entering the competition the Entrant agrees to these Terms and Conditions.
11. All Entrants in the competition must be 18 years of age or over and a permanent resident of Australia.
12. Staff and immediate family of Your Client Matters (the 'Promoter') are not permitted to enter the competition.
13. Partners, Partners' immediate family and staff of Partners are not permitted to enter the competition.
14. An Entrant is entitled to receive the following entries into the competition:
 - a. One entry when they enter their details online at www.yourchancetowin.com.au
 - b. One entry when they complete a competition survey and/or request a topic sheet during an online entry at www.yourchancetowin.com.au
 - c. One entry is available to an Entrant who:
 - completes and returns a competition ticket for entry into the competition, and
 - an additional entry should the ticket include a competition survey or questionnaire that has also been completed by the Entrant.
 - d. Three entries for each family member, friend or acquaintance that an Entrant refers to a Partner who may potentially utilise the services of the Partner. The family member, friend or acquaintance must not have previously been introduced to the Partner or already be known to the Partner.
 - e. One entry is available to each Entrant who:
 - books a phone consultation or physical appointment, and
 - follows up the booking with a phone consultation, or
 - follows up the appointment with a physical appointmentwith the Partner to investigate the possibilities of using the Partner's services and/or to discuss their financial situation.
 - f. Three entries will be available to each Entrant who completes or settles business with the Partner. If a couple (two or more people) completes business with the Partner, then only one person in the couple will receive the entries (not both).

- g. One entry is available to each Entrant who contacts a Partner via:
 - SMS or social media
 - an email or other internet related contactwho specifically requests an entry into the competition.
 - h. Three entries are available to a Business Associate who refers one of their clients directly to the Partner.
 - i. Three entries are available to each staff member of a Business Associate who generates the referral to the Partner.
15. By entering the competition the Entrant agrees to receive competition updates, winner announcements and regular monthly communications from the Partner.
16. An Entrant may later Opt-Out from receiving the communications referred to in clause 14.
17. Where an Entrant makes a referral in accordance with 13(d) online, an email will be sent to the family member, friend or acquaintance to provide them with an opportunity to enter the competition. The Partner will not be provided with the third party details until they enter the competition.
18. When a referral is made in accordance with clauses 13(d), 13(h) or 13(i) the first name, second name, valid telephone number and email address of the person must be provided to the Partner in order to be a valid referral.
19. Where an Entrant or Business Associate makes a referral offline in accordance with 13(d), (h) or (i) the Partner must comply with the SPAM ACT 2003 and ensure that they have permission of the referee before they subscribe the referee to any electronic marketing list.

Number of entries permitted

20. Entrants will be limited to a maximum of one entry per week in relation to entries from clauses 14(a), (b), (c) and (g) in aggregate.
21. Entrants will be limited to a maximum of one additional entry every six (6) weeks in relation to clause 14(b).

Disqualification

22. The Promoter reserves the right to disqualify any Entrant who has tampered with the entry process or any other aspect of this competition. In particular, multiple computer generated entries and the use of 'scripting' is not permitted and any resulting entry generated will **not** be accepted as a valid entry.
23. The Promoter reserves the right to disqualify any Entrant who in the opinion of Promoter (in its absolute discretion) has engaged in conduct that is fraudulent, misleading and deceptive, or generally damaging to the goodwill or reputation of the Promoter, a Partner and/or this competition, including entering the competition using different names and/or email addresses.
24. All Entrants of Partners who have an outstanding financial obligation due and payable to the Promoter at the time of drawing the winner of the Prize will be disqualified from the draw. If a Partner ceases to subscribe to the services of the Promoter or has an outstanding financial

obligation to the Promoter during the Promotional Period, the Partner must immediately stop promoting the competition.

25. The Promoter reserves the right in its absolute discretion to disqualify any Entrant of a Partner where the Promoter has reason to believe that the Partner has breached any of these Terms and Conditions, their agreement with the Promoter or engaged in any unlawful or other improper misconduct to jeopardise the fair and proper conduct of the competition.

Recording of entries

26. All online entries must be made at www.yourchancetowin.com.au during the Promotional Period.
27. All offline entries must be entered by the Partner into the Partner Portal at www.portal.yourclientmatters.com.au/tasks/competition no later than Thursday 27 April 2024 at 05.00pm AEST.
28. The Promoter accepts no responsibility for any late, lost or misdirected entries not entered by the deadlines detailed in clauses 25 and 26 including delays due to technical interruptions, network congestions or for any other reason.

Promotion of the competition

29. The Partner and the staff of the Partner must not utilise the competition with more than three Business Associates in aggregate unless an additional subscription is purchased.
30. **Employed staff members ONLY** of the Partner are only permitted to promote the competition to their own client base at no additional charge.
31. Contractors, licensees or other non-staff service providers of the Partner **ARE NOT PERMITTED** to promote the competition to their own client base unless written permission is provided by the Promoter.

Prize winner

32. Each valid entry of an Entrant will be entered into the competition draw (the 'Entries'). The winner of the competition will be the first randomly selected valid entry drawn electronically from all Entries utilising the Promoter's online software. No communication will be entered into as to the successful winner.
33. The draw is to take place at 12:00 noon AEST on Friday 26 April 2024 at the offices of the Promoter at Suite 11/16 Gibbs St, Miranda, NSW, 2228.
34. The winner is to be notified by telephone (where possible) within seven days of the draw, this date being Friday 03 May 2024. The winner will also be notified by registered mail to be posted within two working days of the draw, this date being COB Tuesday 02 May 2024.
35. If the Prize winner cannot be contacted by 5.00pm AEST on Thursday 25 July 2024, a second chance draw will be held three calendar months from the original draw. This draw will be at 12:00 noon AEST on Friday 26 July 2024 at the offices of the Promoter. The second chance draw winner will be the first randomly selected valid entry drawn electronically from all Entries utilising the Promoter's online software. No communication will be entered into as to the successful second chance winner.
36. The second chance draw winner (where necessary) is to be notified by telephone (where possible) within seven days of the draw, this date being Friday 02 August 2024. The second

chance winner will also be notified by registered mail to be posted within two working days of the draw, this date being Tuesday 02 August 2024.

37. The winner will also be published in *The Australian* newspaper on Wednesday 15 May 2024. Second chance draw winner will be advertised in *The Australian* on Wednesday 14 August 2024.

General conditions

38. The Prize is not transferrable unless negotiated with the Promoter, except for reasonable circumstances at the sole discretion of the Promoter.
39. The Prize is exchangeable for cash to the total value of AUD\$7,500.00.
40. The travel component of the Prize must be booked through the travel agent nominated by the Promotor and in accordance with these Terms and Conditions.
41. The Promoter will deliver via electronic funds transfer (EFT) the cash component of the Prize to the Partner of the winner at least two weeks prior but no more than one month prior to the travel departure date booked by the winner **provided the winning Partner has:**
- validated the winner is a real person and has complied with these Terms and Conditions
 - gained evidence that the winner is an Australian citizen
 - received from the winner a 100 point check proof of identification
 - received and confirmed a valid Australian bank account to receive the transfer of the Prize, and
 - provided the above information to the Promoter.
42. The winning Partner will transfer the cash component of the Prize to the winner's bank account as soon as possible and no later than two business days of receiving the transfer of the cash component of the Prize from the Promoter.
43. The Promoter has no responsibility or liability if the cash component of the Prize is not transferred in accordance with clause 40 with such liability being with the Partner of the winner.
44. The winner is responsible for all other expenses outside the value of the stated holiday prize that may include additional spending money, meals, activities, tips, taxes (eg departure tax and other charges included within flight ticketing and accommodation), travel insurance and other ancillary costs. Travel insurance is highly recommended to protect against additional costs in the event of unforeseen circumstances.
45. Once an initial booking has been made, the Promoter does not accept any responsibility for additional costs associated with making changes to the initial booking including any increase in airfare or re-booking fee as a result of the winner's personal circumstances.
46. The winner and their companion will need to check and adhere to each destination's Covid-19 guidelines prior to travel departure.
47. Once travel bookings have been made and confirmed, should there be any government or other government agency order that enforces border restrictions that prohibit travel and if the travel provider/s require the monies already paid to be held in credit, the winner can use these credits for future travel at their discretion and the Promotor will have no further

obligations. If the travel providers are willing to provide a refund for travel booked, the Promotor will at its discretion arrange such refunds to be transferred to the winner and the Promotor will have no further obligation.

48. The Prize is subject to hotel and flight availability. The winner may incur additional fees and surcharges if travel is booked during high season or blackout periods such as public holidays, school holidays and other peak times.
49. Flights are available on regular scheduled services on airlines that travel on the chosen route. Flight itineraries may need to be amended by the airline having regard to airline disruptions or other unforeseen events. The winner accepts responsibility for any additional costs associated with such disruptions.
50. A credit card imprint or cash deposit may be required by the winner at check-in to their hotel as security for all incidental charges incurred by the winner and their companion which are the responsibility of the winner.
51. It is the winner's responsibility to ensure that all necessary travel documents are valid and meet the requirements of government authorities at the time of travel for each port of call. Any fines, penalties, payments, expenditure or loss of ability to redeem the Prize as a result of such documents not meeting the requirements of the relevant authority will be the sole responsibility of the winner.
52. The Promoter makes no representation or warranty as to the safety, conditions or other issues that may exist at any destination.
53. Should an Entrant's contact details change during the Promotional Period it is the Entrant's responsibility to contact the Partner to request that such contact information be amended.
54. Entrants' names and information may be disclosed to state and territory lottery departments as required under relevant lottery legislation. For the purpose of public statements and advertising, the Promoter will only publish the winner's name and state in *The Australian* newspaper.
55. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

Promoter and TPLs

56. Authorised under:

Act Permit No. ACT TP 23/02094

SA Permit No. T23/1619

57. The Promoter of the competition is Your Client Matters Pty Ltd (ABN 83 108 030 173) of Suite 11/16 Gibbs Street, Miranda, NSW 2228.

Definitions

AUD\$ means Australian dollars.

Business Associate means a non-related company of the Partner who has entered into a formal or informal arrangement with the Partner to promote the services of the Partner including the use of the competition.

Partner/s means those companies and individuals who subscribe to the services of the Promoter.

Promoter means Your Client Matters Pty Limited (ABN 83 108 030 173) of Suite 11/16 Gibbs Street, Miranda, NSW, 2228.

Promotional Period means the period from Friday 01 December 2023 at 09.00 am AEDT and closes on Wednesday 24 April 2024 at 05.00pm AEST being the Promotional Period.