

Win a Trip to Mecca Promotion

Terms and Conditions of Entry

The promoter of the “Win a Trip to Mecca Promotion” (**Promotion**) is Crescent Wealth Funds Management (Aust) Limited (ABN 32 144 560 172) of Level 6, 330 Little Collins St, Melbourne VIC 3000 (**Promoter**).

The Promotion commences at 9:00 AM (AEDT) on 1st September, 2016 for Victoria, and 9:00AM (AET) on 1st September 2016 in New South Wales, and ends at 5:00 PM (AET) on 13 July 2017 (**Entry Period**).

Entry into this Promotion is deemed acceptance of these official terms and conditions of entry (**Terms and Conditions**). To the extent of any inconsistency between these Terms and Conditions and any other reference to this Promotion, these Terms and Conditions prevail.

1. Eligibility

1.1 Eligible Entrants

Subject to clause 1.2, entry is open to all residents of Australia over the age of 18, as of the date of entry, who have fulfilled the requirements set out below in clause 2 (**Eligible Entrants**).

1.2 Ineligibility

You are not eligible to enter the Contest if you are:

- (a) an employee, agent, representative, officer or director of:
 - (i) the Promoter; or
 - (ii) the Promoter’s agents, shareholders, affiliates, subsidiaries, promotional and advertising agencies, sponsors, or suppliers of prizes, materials or services related to the Contest (**Related Parties**); or
- (b) a person who:
 - (i) is a member of the immediate family (including parents, siblings, children and spouse, regardless of where they live) of;
 - (ii) is the legal or common-law spouse of; or
 - (iii) resides with,

any person referred to in clause 1.2(a).

1.3 Verification

The Promoter reserves the right, at any time, to verify the validity of entries (including verifying an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions, who is engaged in unlawful or other misconduct which jeopardises the fair and proper conduct of

the Promotion or who tampers with the entry process. The Promoter's legal rights to recover damages or other compensation from such a person are reserved.

2. How to enter

2.1 Entry Process

To enter Eligible Entrants must, during the Entry Period:

- (a) Complete the Promotion registration form available at www.crescentwealth.com.au/umrah; or
- (b) Complete the paper based registration form for the Promotion available upon request from the Crescent Wealth office;

2.2 Number of Entries permitted

Entrants may only enter once in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid. Only one entry per person will be permitted.

Entries must be received by the Promoter prior to the competition close date and time.

3. Selection of Winner

- (a) The winner will be the first valid entry drawn at Level 6, 330 Collins Street, Melbourne, Victoria on 13 July 2017 at 5:30 PM (**Winner**). The Promoter will ensure that all entries have an equal chance of winning a prize.
- (b) There will be only one winner.
- (c) The Winner will be notified by phone and/or email within two business days of the draw. The Winner's name will also be published on 13 July 2017 at www.crescentwealth.com.au/umrah for 28 days and on social media platforms like Facebook.

4. Prize

4.1 Prize

- (a) The prize consists of two return economy airfares from the Winner's closest Australian City to King Abdulaziz International Airport, Saudi Arabia (including any applicable airport or airfare taxes) on a carrier of the Promoter's choosing (**Prize**).
- (b) The Prize can be taken between 31 July 2017 and 30 June 2018 outside of peak travel periods. In the event the Winner does not take the prize by 30 June 2018, then the Prize will be forfeited by the Winner.
- (c) The Prize is valued at up to \$5,000 (Including GST), as at 01/09/2016.

4.2 Conditions

The following conditions apply to the Prize offered:

- (a) the Prize is not transferable, exchangeable or redeemable for cash;
- (b) any portion of the Prize that is unused will be forfeited;
- (c) the Promoter reserves the right to substitute the Prize or any component of the Prize for any reason with a prize or a prize component of equal or greater value;
- (d) the Promoter is not responsible for providing financial or tax advice in relation to the Prize;
- (e) any fees, costs, expenses, charges or taxes incurred by the Winner in connection with the Prize are the responsibility of the Winner; and
- (f) any Prize represented in promotional materials is for illustration purposes only and may not be the exact item(s) offered as the Prize.

4.3 Forfeit of Prize

- (a) If the Winner:
 - (i) does not respond within five business days following the first attempt of contact by the Promoter;
 - (ii) declines the Prize; or
 - (iii) fails to otherwise to comply with any of the terms and conditions of these Terms and Conditions,

the Winner forfeits the Prize and the Promoter will apply the procedure described in this clause 3, with the necessary amendments, until a qualified Prize winner has been selected.
- (b) If the Winner forfeits the Prize in the manner described in clause 4.3(a) the Promoter will be fully and completely released and discharged from any liability or responsibility in connection with that Winner's entitlement to the Prize.

4.4 Compliance

Compliance with any health or other government requirements is the responsibility of the Winner and their travel companions. All Prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including local government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at www.smartraveller.gov.au. Travel insurance is not included in the prize but is highly recommended.

4.5 Other expenses

Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the Winner (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, accommodation, drinks, incidentals, mini-bar, laundry, room service,

telephone calls, activities, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs.

4.6 Acknowledgement

By entering this Promotion, and by collecting the Prize, the Winner acknowledges and accepts that air travel and any other activities comprising the Prize, is inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the Winner and their companion are travelling. It is the responsibility of the Winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the Winner will enjoy the Prize or be suited to the type of travel the Prize offers.

5. PERSONAL INFORMATION

- (a) For the purposes of providing the Promotion, and, where appropriate, awarding the Prize, the Promoter will collect personal information, including the name, date of birth, mobile phone number, email address and address of each entrant. If the personal information requested is not provided, the person who submits the entry may not participate in the Promotion. Entrants should direct any request to access, update or correct information to the Promoter:

Karen Taylor on 1300 926 626 or Karen.taylor@crescentwealth.com.au

- (b) Each entrant agrees that, subject to the *Privacy Act 1988* (Cth), the Promoter or its Related Parties may do the following:
- (i) collect, store, use, share, transfer and disclose personal information submitted with each entrant's entry for the purpose of administering the Promotion, including contacting, announcing and promoting the Winner;
 - (ii) transfer an entrant's personal information to other countries, including the United States or Singapore, for data processing and servicing;
 - (iii) for an indefinite period, unless otherwise advised and subject to receiving the consent of the relevant entrant, use an entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant; and
 - (iv) publish the Winner's name and use the Winner's personal information, any photograph, image or other likenesses, any statements he or she makes regarding the Promotion, the Prize or the Promoter's products, and any other information contained in the Winner's entry in any media for publicity purposes associated with this promotion without any further payment or other compensation.
- (c) The Promoter's privacy policy can be accessed here:
<http://www.crescentwealth.com.au/privacy-policy/>

6. GENERAL CONDITIONS

6.1 Verification of Entries

- (a) Entries are subject to verification by the Promoter. Any entry form that is illegible, incomplete, fraudulent, copied, received late, includes an invalid e-mail address or phone number or is otherwise non-compliant will be rejected and will not entitle the entrant to participate in the Promotion or to win a Prize, as the case may be.
- (b) Entrants are responsible for the correct and full completion of their entry form in order to be contacted in conformity with these Terms and Conditions if they are selected for a Prize.
- (c) An entrant is not the Winner until the verification process is complete, and it is determined that he or she has complied with all terms of these Terms and Conditions.

6.2 Conduct of the Contest

The Promoter reserves its right to reject an entry and apply for legal or equitable relief if there is any attempt by an entrant to deliberately damage the Promotion or to sabotage the legitimate conduct of this Promotion.

6.3 Disqualification

Any person entering this Promotion or trying to do so by any means which go against the intention of, or are determined to be in abuse of, these Terms and Conditions and which would be unfair to the other participants will be automatically disqualified and the Promoter reserves the right to seek remedies and damages to the fullest extent permitted by law.

6.4 Limitation of liability

Except for any liability that cannot be excluded by law, the Promoter, its Related Parties and their respective employees, agents, representatives, officers and directors 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, including, but not limited to, where arising out of the following:

- (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 Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- (d) any variation in Prize value to that stated in these Terms and Conditions;
- (e) any tax liability incurred by the Winner or entrant; or
- (f) use of the Prize.

6.5 Acceptance of Prize

The Prize must be accepted as described in these Terms and Conditions.

6.6 Prize Substitution.

In the event that, for reasons beyond its control, the Promoter is unable to award the Prize as described in these Terms and Conditions, it reserves the right to substitute, in whole or in part, the Prize with a prize of equal or greater value. No credit or reimbursement will be provided if the Prize is not taken.

6.7 Number of Prizes

In all cases, the Promoter, its Related Parties and their respective employees, agents and representatives cannot be required to award more prizes than the number indicated in these Terms and Conditions or to award prizes other than in accordance with these Terms and Conditions.

6.8 Applicable law

The laws of Victoria apply to the Promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Victoria.

6.9 Acceptance of Terms and Conditions

By participating in the Promotion, entrants agree to be bound by these Terms and Conditions and by the decisions of the Promoter, which will be final and won't be subject to appeal in any respect, including without limitation, any decisions concerning eligibility, disqualification of entry forms, or Prize attribution.

6.10 Entrant's identity

For the purposes of these Terms and Conditions, the entrant is the person whose name appears on the entry form and the Prize will be awarded to this person if he or she is declared the Winner.

6.11 Ownership of entries

Entry forms are the exclusive property of the Promoter and will at no time be returned to entrants.

6.12 Modification

- (a) The Promoter may, in its discretion, void any entry and/or withdraw, amend or terminate the Promotion at any time for any reason without prior notice, subject to the laws of Victoria.
- (b) If for any reason the Promotion is not capable of running as planned, whether caused by infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other cause beyond the Promoter's control that corrupts or affects the administration, security fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion.

6.13 Decisions of the Promoter

Any decision of the Promoter regarding any aspect of this Contest, including, without being limited to, the eligibility and/or disqualification of entry forms, will be final and without appeal. The Promoter reserves the right to modify these Terms and Conditions.

6.14 Successors bound

These Terms and Conditions will be binding upon the heirs, executors, administrators and personal representatives of the entrants.

6.15 Intellectual property

All intellectual property produced in relation to the Promotion, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, drawings, illustrations, slogans and representations are owned by the Promoter and/or its affiliates. All rights are reserved. Unauthorised copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

6.16 Authorisations

- (a) By entering the Promotion, entrants agree to have their submitted name displayed on the Promoter's website, Twitter and Facebook page and used by the Promoter for any purpose regarding the Promotion and for publicity purposes of the Promoter and its products at any time, without any fee or other form of compensation.
- (b) By entering the Contest, the Winner authorises the Promoter and its representatives to use, if required, the Winner's names, photo, likeness, statements regarding the Prize, place of residence and/or voice for advertising purposes in connection with the Contest, without any fee or other form of compensation.

6.17 Unenforceability

- (a) In the event of any discrepancy or inconsistency between these Terms and Conditions and disclosures or other statements contained in any Promotion-related materials, including but not limited to the Promoter's social media, or point of sale, television, print or online advertising, the terms and conditions of these Terms and Conditions will prevail, govern and control.
- (b) If any paragraph of these Terms and Conditions is declared or ruled to be illegal, unenforceable or void by a competent Court, then the paragraph in question will be void, but all other paragraphs not affected will be applied within the limitations of the law.

6.18 Terms and Conditions and names of Winner

A copy of these Terms and Conditions and the name of the Winner may be obtained upon written request to: Crescent Wealth Member Service on 1300 926 626.