

Win a Ford Everest or your Mortgage paid for 12 months
Terms and Conditions of Entry

General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

3. Subject to the clauses below, entry is open to all residents of New South Wales, Australian Capital Territory, Queensland, Victoria and Western Australia who have fulfilled the requirements set out below ('**Eligible Entrants**'). Entrants must be over the age of 18, as of the date of entry.
4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.
5. The Promoter is SmartMoney Wealth Management Group Pty Ltd (ABN 62 613 355 598) (the '**Promoter**'). The Promoter's address is Level 2, Suite 2.03, 6 Parkview Drive, Sydney Olympic Park NSW 2127.

How to enter

6. To enter Eligible Entrants must, during the Promotional Period:
 - A. Register via smartmoneygroup.com.au or via Facebook lead form attached to SmartMoney Wealth Management Facebook Page.
 - B. Entrants must either respond to the request to enter from the Promoter by one of the following entry mechanisms;
 - a. complete a survey
 - b. attend a webinar/seminar
 - c. request a discovery meeting via our website
 - d. request to review their mortgage or investment loans
 - e. client referral
 - f. SMS opt in
7. Where an entrant refers another individual to this competition, they must ensure that they obtain the prior consent of that individual before sending them the entry page.
8. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
9. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

Number of Entries permitted

10. Only one entry per person will be permitted. Entrants found to be submitting multiple entries may have all entries invalidated.

Open, Close, Draw and Publish dates

11. The competition commences on **21/04/2023** at **08:00 AM** and closes **07/12/2023** at **11:59 PM** ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
12. Subject to clause 16, a winner will be the first valid entry drawn at Promoter's Premises at Level 2, Suite 2.03, 6 Parkview Drive, Sydney Olympic Park NSW 2127 on **08/12/23** at **3:00 PM**. The winner will then draw a single envelope from a barrel containing not less than two hundred and fifty (250) approved envelopes on **09/12/23** at **3:00 PM** at Promoter's Premises at Level 2, Suite 2.03, 6 Parkview Drive, Sydney Olympic Park NSW 2127. The winner or winner's nominee may be present at that draw event. Otherwise, the winner will be contacted by phone and can authorise for the Promoter to draw a single envelope on their behalf. There will be one envelope with the major prize noted in it. The other envelopes will have \$1,000 noted in it. The contents of the envelope picked by the winner, or their nominee, will determine the prize the winner wins. The Promoter will ensure that all entries have an equal chance of winning a prize.
13. The draw and the announcement of the prize winner will be scrutinised by an independent person.
14. The winner will be notified by email, phone and SMS within two business days of the draw. Their name will also be published on **10/12/2023** at www.smartmoneygroup.com.au for 28 days.
15. Prizes (or in the case of vouchers, prize confirmations) will be sent within 28 days of the draw.
16. Should at the time of the prize event where Eligible Entrants are required to attend in person, there be a State or Territory legislated, individual health order, or other restriction on the Eligible Entrant from attending i.e. from leaving their State of residence, then the Eligible Entrant may attend via Zoom with the Promoter otherwise running the prize event as originally planned. This will be achieved by a representative of the Promoter following the instructions of the Eligible Entrant, to the best of their ability. The actions of the Promoter representative will determine the results of the competition.
17. The Promoter may conduct such further draws on **08/03/2024** (at 11:00 at Promoter's Premises at Level 2, Suite 2.03, 6 Parkview Drive, Sydney Olympic Park NSW 2127) as the original draw in order to distribute any prizes that have been won but are unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. Their names will also be published on **10/03/2024** at www.smartmoneygroup.com.au for 28 days.

Prize on offer

18. The total prize pool is valued at up to \$85,000 (Including GST), as at 21/04/2023.
19. The total number of competition winners in this competition is one. The prize on offer is:

Number of winners	Prize description
1 Winner	<p>The winner will win one and only one prize.</p> <p>Major Prize: a 1 in 250 chance to win a Ford Everest valued at \$85,000 AUD or the winner's mortgage paid for 12 months up to total amount of \$85,000 AUD (1 out of 250 chance of winning).</p> <p>Consolation Prize: \$1,000 AUD</p>

20. If the drawn winner of a car is under the age of 18 they must hold a current Australian driver's licence as at the draw date. If a drawn winner under the age of 18 does not hold such a licence, the car will be registered in the name of the winner's nominated parent or adult guardian on behalf of the winner. The Promoter and sponsor take no responsibility for petrol, comprehensive insurance, health, transport, body, paint or mechanical damage, or any other costs or damages, from date of delivery. The winner will be responsible for any expenses incurred in getting to and from an Australian capital city and for collecting the vehicle within 28 days of the draw. The prize value includes on-road costs. In WA, winners will be responsible for arranging and paying for an immobiliser to be fitted, as required by WA Road Traffic regulations.
21. For the cash prize your name on your entry must be that of an eligible bank account to which a crossed cheque can be cashed. The Promoter will take reasonable steps to send crossed cheques in the names as specified in the original entry. Winning entries with only a family name or reference to a family as the entrant cannot be cashed by banks. The prize can be made by EFT if the winner requests this. The full prize amount can be paid in this manner, if desired.

Further Terms and Conditions

22. Any entrant found to have used a third party to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
23. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter

reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

24. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
25. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
26. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
27. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
28. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. The prize will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Privacy Collection statement

29. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
30. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <http://smartmoneygroup.com.au/privacy-policy>. You may request access or to update your personal information or lodge a complaint by writing to The Privacy

Officer, SmartMoney Wealth Management Group Pty Ltd (ABN 62613355598) of Level 2, Suite 2.03, 6 Parkview Drive, Sydney Olympic Park NSW 2127.

Copyright, Statutory guarantees, Waiver and liability

31. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
32. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
33. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
34. The Promoter (subject to regulatory approval) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition or if such a change is required to ensure the safety of the Promoter, its representatives and of entrants. Such changes may include the timing of any draw, the conduct of any prize related activities, and the timing or destination of any travel. Such changes must be proportional in response to the reason giving rise to the need for the change. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
35. 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 2010 (Cth), 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**').
36. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 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 a winner or Entrant; or (f) use of a prize.

Competition permits

37. Authorised under: NSW Permit No. TP/02615. ACT Permit No. TP 23/00744.