250,000 Qantas Point Giveaway – Terms and Conditions - 2023

'250,000 QANTAS POINT GIVEAWAY' - Terms and Conditions

COMPETITION

1. These terms and conditions govern the Credabl '250,000 Qantas Point Giveaway' promotion (the **Competition**). Entry into the Competition 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 Credabl Pty Ltd (ABN 42 615 968 100) Australian Credit Licence No. 499547 (**Promoter** or **Credabl**) and can be contacted at the following contact details:

Address:	Level 11, 151 Castlereagh St, Sydney NSW 2000, Australia
Email:	hello@credabl.com.au
Phone:	1300 27 33 22

PROMOTION PERIOD

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 Competition commences at 7.00am on 1 February 2023 and closes at 11.59pm on 01 April 2023 (**Promotion Period**).

ELIGIBILITY TO ENTER

- 4. Entry is open to persons who satisfy all of the following criteria (Eligible Entrants):
 - a) subject to paragraph (f) below, they are an Australian resident over the age of 18 and currently domiciled in Australia;
 - b) they are a dentist, doctor or vet currently registered in NSW, Victoria, Queensland, Western Australia, Tasmania;
 - c) they are already an Australian Business Number (ABN) holder;
 - d) Maximum one entry per ABN
 - e) they are a Qantas Business Rewards member or become a member before the competition prize draw at 12:00pm 07 April 2023, and in either case have provided their Qantas Business Reward membership details to Credabl prior to the Prize draw;
 - f) they are not employees (nor immediate family members) of Credabl or Qantas Airways Limited ABN 16 009 661 901 (Qantas) or any related body corporate of Credabl or Qantas as well as any agency associated with the Competition; and.
 - g) entry is not open to residents of Northern Territory, South Australia or the Australian Capital Territory.

5. For clarity, 'immediate family members' mean any of the following: spouse, exspouse, de-facto, ex-defacto, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, stepgrandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

HOW TO ENTER

7. To enter, Eligible Entrants must during the Promotion Period submit an entry form available at https://www.credabl.com.au/250kqantas-giveaway23. If they are an existing Qantas Business Rewards member they will enter via form found at

<u>https://www.credabl.com.au/250kqantas-entry23/</u>. And if they are not an existing Qantas Business Rewards member they will enter and sign up to Qantas Business Rewards via the form found at https://www.credabl.com.au/250kqantas-join23/.

- 8. Entrants submitting their registration via the page found at <u>https://www.credabl.com.au/250kqantas-join23/</u> authorise Credabl to provide the information provided by them to Qantas for the purpose of creating a Qantas Business Reward membership account on the Eligible Entrant's behalf.
- 9. All entries by any person are made on behalf of the relevant holder of the Qantas Business Rewards membership and all prizes will be awarded to that Qantas Business Rewards member (the **Relevant Business**).
- 10. The Promoter is not responsible for any lost, late or misdirected entries.
- 11. The time of entry will be deemed to be the time the relevant contract is settled.

12. 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.

13. Any cost accrued by the entrant which is associated with settling a contract in order to enter (such as document fees) is the entrant's responsibility.

PRIZES

14. To win a Prize, the entrant's Relevant Business must either already be a Qantas Business Rewards Member or must sign up to be a Qantas Business Rewards Member prior to being awarded the prize via the promotion page available at https://www.credabl.com.au/250kqantas-giveaway23. All Qantas Points awarded as part of the Competition are awarded to the Relevant Business and will be credited to the Qantas Business Rewards Member account of that Relevant Business. Entrants do not acquire any personal rights to such Qantas Points.

15. The prize of the one winner is 250,000 bonus Qantas Points ("Prize"). There will be one Prize in total awarded for eligible entrant under the Competition.

16. All prizes must be taken as offered and are non-refundable, non-transferable and non-redeemable for cash or other goods or services.

VALUE OF PRIZES

17. There will be one prize winner, and the winner will receive 250,000 bonus Qantas Points. The maximum notional value of the Prize of 250,000 Qantas Points is AUD\$ [\$14,802.63] based on the Qantas Frequent Flyer redemption of [57,000] Qantas Points for a one way Business Classic Flight Reward from Sydney to Jakarta plus AUD [\$182] in applicable taxes, fees and carrier charges, accurate as at [23 January 2023]. The dollar fare for an equivalent flight totals AUD [\$3,573] including taxes fees and carrier charges.

18. TOTAL PRIZE POOL NOTIONAL VALUE: Based on the foregoing, the total value of all prizes under the Competition is AUD [\$14,802.63]. Prize value is correct as at the date of printing. The Promoter and Qantas accept no responsibility for change in prize value between now and the ultimate date on which the prize is awarded, utilised or exchanged.

19. The estimate of the maximum notional value of the Qantas Points prizes is provided for information purposes only. The maximum notional value of the Prize will vary depending on whether and how it is redeemed by a winner through the Qantas Business

Rewards Program. In order to be redeemed, the Qantas Points must be transferred to an individual Qantas Frequent Flyer account. Credabl accepts no responsibility for any variation in the maximum notional value of the Prize.

SELECTION OF WINNERS

20. Subject to these Terms & Conditions, there will be one winner selected for the available Prize. The Prize won by a Winner is won for, and will be provided to, the Relevant Business affiliated with that Winner's entry.

21. The Winner will be selected by the Promoter by random draw at 12.00pm on 07 April 2023 at its office premises located at Level 11, 151 Castlereagh St, Sydney NSW 2000.

22. The result of the draw is final, and no correspondence will be entered into.

23. Winners will be notified by Credabl via email and telephone by 16 April 2023, and their name and business name will be posted on the Credabl website https://www.credabl.com.au/250kqantas-giveaway23. To claim the prize, the Winners will need to have spoken with the Credabl representative to accept (verbally by phone call or in writing by return email) no later than 12:00pm Sydney time on 31 April 2023.

24. The winners name will be published on Credabl's Facebook page, Instagram page and LinkedIn page by 16 April 2023. It is the Eligible Entrant's responsibility to keep the Promoter notified of any changes to its phone number and email address.

UNCLAIMED PRIZES AND RE-DRAWS

25. 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 Prize. For any prize that remains unclaimed at 12.00pm on 30 April 2023, a second draw will be conducted by the Promoter on 01 May 2023 at the same time and place as the original draw, subject to any written direction given under applicable law. The winner, determined in accordance with clause, will be notified by phone and email by 02 May 2023 and their names will be published on https://www.credabl.com.au/250kqantas-giveaway23 and on Credabl's Facebook page by 05 May 2023. There will be no further re-draws for unclaimed prizes.

26. Should an entrant's contact details change, it is the entrant's responsibility to notify Credabl. Credabl is not responsible for any delay or failure to receive notification for any reason, including but not limited to, inactive email account(s), technical difficulties associated to any forms of communication method or Winners' failure to adequately monitor any email account, phone or voicemail.

QANTAS BUSINESS REWARDS MEMBERSHIP AND QANTAS POINTS

27. To be eligible to be selected as the Winner of a prize, the entrant must have a valid ABN number and must be an existing Qantas Business Rewards Member or become a Qantas Business Rewards Member to earn Qantas Points for their business before the competition prize draw. A one-off join fee of \$89.50 including GST normally applies to Qantas Business Rewards, however this will be waived for Credabl clients if they join at https://www.credabl.com.au/250kqantas-join23/. Membership of Qantas Business Rewards and Qantas Points are subject to Qantas Business Rewards Terms and Conditions that can be found online at https://www.qantas.com/au/en/business-rewards/terms-and-conditions.html.

28. Qantas Points may take up to 45 days to be credited to the winner's account from the draw date (or any redraw date, as applicable). The Promoter is not responsible for a delay or failure to allocate the Qantas Points due to causes beyond the control of the Promoter.

29. Any claims in relation to Qantas Points under this Competition must be made directly to Credabl by calling 1300 27 33 22 or emailing hello@credabl.com.au.

30. To redeem Qantas Points, the Qantas Points earned by the relevant business must be transferred from the Qantas Business Rewards account to an individual Qantas Frequent Flyer account. You must be a Qantas Frequent Flyer member to earn and redeem Qantas Points. A joining fee may apply. Membership and Qantas Points are subject to the Qantas Frequent Flyer program Terms and Conditions. Credabl recommends entrants consult their accountant or tax adviser to ensure they understand possible tax implications, for example fringe benefits tax (if applicable).

31. The Prize is awarded and must be redeemed, in accordance with and subject to the Terms and Conditions of the Qantas Business Rewards Program (www.qantasbusinessrewards.com), voucher terms and conditions (including expiry rules) if relevant, and any other terms and conditions disclosed at the time of redemption.

32. The redemption of the Qantas Points prizes is subject to the availability of Rewards that may be obtained through the Qantas Business Rewards Program. Credabl gives no undertaking or assurances as to the continuing availability of the Rewards.

33. In the event that a Qantas Points prize is redeemed for Reward travel, the winners should be aware that the number of Reward flight seats available is limited and availability depends on the flight, date, season and destination and some flights may not have any Reward seats available. The winners will be responsible for all applicable taxes, fees and carrier charges of Reward travel or accommodation booked by redeeming their prize. Taxes, fees and carrier charges vary depending on departure points, routes, exchange rates and dates of travel, are subject to change without notice and are quoted at the time of booking. Reward flights must be booked at least 24 hours before scheduled departure (and other advance booking requirements may apply). Reward travel is subject to the fare rules and the Conditions of Carriage of the relevant carrier. Compliance with immigration, health or other government requirements is the responsibility of the winner.

34. The 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 agreed to by the Promoter. It is a condition of accepting the Prize that the winner accept the conditions of use of that Prize.

35. It is the responsibility of the winner to check that the correct number of Qantas Points has accumulated in the winner's Qantas Business Rewards membership account. Claims for the crediting of Qantas Points cannot be made if the winner has ceased to be a Qantas Business Rewards Member at the time of the claim or no longer has a registered ABN. Any disputes for missing Qantas Points will only be considered if notified to Qantas within 3 months of the date that the winner is announced.

PRIVACY CONSENT

36. Credabl is collecting the entrant's personal information for the purpose of conducting and promoting the Competition (including but not limited to determining and notifying the Winners and publishing the Winners' names on the Credabl website). The entrant's personal information may be disclosed to representatives and agents acting on behalf of Credabl or assisting Credabl in the administration of the Competition, including prize suppliers and deliverers.

37. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy and Credit Reporting Policy, visit www.credabl.com.au/privacy-and-credit-reporting-policy/ and www.qantas.com/privacy to obtain a copy.

38. By providing your contact information, participants consent to receiving promotional, marketing and publicity emails from Credabl. By entering the Competition you are agreeing to join Credabl's email database.

DISPUTES

39. If any dispute arises between you and Credabl concerning the conduct of this Competition or claiming a prize, Credabl will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, Credabl's decision in connection with all aspects of this Competition is final.

MISCELLANEOUS

40. 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 will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.

41. The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (**Promotion Parties**) will not be liable 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 (**Damages**) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.

42. The exclusion of liability in clauses 43 and 44 does not apply to limit or exclude liability:

a. for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promoter in the ordinary course of business. To remove doubt: third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a third party unrelated to the Promotion Parties, are not supplied by the Promoter in the ordinary course of business; and Qantas' Conditions of Carriage and general booking conditions (and any exclusions contained therein) apply despite any statement to the contrary in these terms and conditions; or

b. to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

43. Entry details remain the property of the Promoter. The name of the winner may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of accepting the 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 the Prize (including to third parties and any applicable statutory authorities).

IMPORTANT INFORMATION AND CONDITIONS ABOUT COMPETITIONS ON FACEBOOK, INSTAGRAM AND LINKEDIN

44. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or LinkedIn. Eligible Entrants understand and agree that they are providing their information to the Promoter and not to Facebook, Instagram or LinkedIn. By entering this competition, each Eligible Entrant releases Facebook, Instagram and LinkedIn from any action or claim arising out of the competition. Any questions, comments or complaints regarding this competition must be directed to the Promoter, not Facebook, Instagram or LinkedIn.

45. At all times, Eligible Entrants agree to act in accordance with:

a. the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php, and other related policies;

b. the Instagram Terms of Use, which can be viewed at http://instagram.com/about/legal/terms, and other related policies;

c. the LinkedIn User Agreement, which can be viewed at https://www.linkedin.com/legal/user-agreement, and other related policies.

TAX IMPLICATIONS

46. The Promoter accepts no responsibility for any tax implications that may arise from accepting the Prize. Independent financial advice should be sought.

GOVERNING LAW AND JURISDICTION

47. These terms and conditions shall be governed in accordance with the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

PERMIT DETAILS

Authorised under NSW Authority No. TP/02434