

Competition Details

Entry into this Competition is subject to the Competition Details and Terms and Conditions set out below. By entering this Competition you agree to be bound by these Competition Details and the Terms and Conditions. Please ensure you have read and understood these Competition Details and the Terms and Conditions and our [Privacy Policy](#) at [pearler.com](#) prior to entering into the Competition. Some terms used in these Competition Details are defined in the Terms and Conditions.

Competition name	<i>November Pearler Rewards Competition</i>	
General details	<p>The Competition will be run solely by Pearler Investments Pty Ltd ACN 625 120 649 (Promoter) for the purpose of promoting the Pearler Web Platform and to reward users for building regular long-term investing habits. The collection of points tied to actions you undertake on the Pearler Web Platform and are required for entry into the Competition, points are called “Pearls” (see Earning Pearls section below). The more Pearls you have the more chances you have of winning. The earning of Pearls and this Competition are designed to promote Pearler’s business and encourage investment via the Pearler Web Platform.</p> <p>For this Competition, there are no maximum number of entrants or entries per entrant during the Competition Period. Pearls can be earned and accumulated regardless of whether you are participating in the Competition when using the Pearler Web Platform. However, the only way to enter into the Competition is to earn Pearls prior to the end of the Competition Period. You can find more information in relation to the Competition as follows:</p> <ul style="list-style-type: none"> ● Competition landing page: pearler.com/prizes ● Competition winners page: pearler.com/prizes/winners ● Competition Pearls status: pearler.com/prizes/status 	
Prizes	<p>The prizes offered totalling \$4,771 in value will be as follows:</p> <p>First Prize Draw: One package valued at \$3,146, consisting of:</p> <ul style="list-style-type: none"> ● \$2,000 cash* to invest via Pearler paid into the entrant’s Pearler cash account: ● 12 ASX trades and 12 US trades realised as brokerage credits each month over a period of twelve months on the Pearler Web Platform (being one ASX trade and one US trade per month), valued at \$156. This part of this Prize is not redeemable, transferable or refundable as cash; and ● \$990 worth of general financial advice with a 3-month subscription to Pivot Wealth’s Smart Money Accelerator. This session will involve the provision of general advice and general information only, it does not include any content tailored to the winner. This prize is not delivered by Promoter, who does not have any involvement or oversight over the delivery of the subscription. The Promoter has no obligation for any subscription entered into beyond the initial 3-month timeframe. <p>Second Prize Draw:</p> <ul style="list-style-type: none"> ● An amount equal to the entrant’s brokerage fees paid (capped at \$6.50) on their most recent investment via the Pearler Web Platform in the last 31 days will be paid into the entrant’s Pearler cash account* (up to 250 winners per month for a total of \$1,625). If an entrant has not paid for any brokerage fee in respect of an investment on the Pearler Web Platform in the last 31 days, then the entrant is not eligible to receive this Second Prize. <p>Prior to each subsequent Monthly Draw, the prizes may be varied at the Promoter’s discretion, with notice of the changes to be given to all entrants via the Pearler Web Platform and at pearler.com/prizes.</p> <p>*Cash prizes may only be invested or used towards fees via the Pearler Web Platform. The entrant acknowledges that the value of the cash prize, if invested, may vary from the quoted prize in line with the performance of the investment. Pearler takes no responsibility for the selection or performance of any investment made in connection with the Competition. There are no restrictions on the duration of the associated investment.</p>	
Competition key dates	Opening Date:	2 Nov 2023 - 00:00:01 (Sydney time)

	Closing Date:	<p>30 Nov 2023 - 23:59:59 (Sydney time)</p> <p>All entries must be submitted before the Closing Date in order to be considered and included in a Draw.</p>
The Draws	<p>The Monthly Draw will be conducted at the start of the following calendar month commencing 1 December for the month of November</p> <p>Monthly Draw:</p> <p>Time and date of draw 6.00 pm (Sydney time) on the following dates: - 1 Dec 2023</p> <p>Location of draw Level 2 of Michael Crouch Innovation Centre, Gate Two Avenue, Kensington NSW 2033.</p> <p>Method of draw Random draw by electronic random number generator.</p> <p>All eligible entrants will be included in each of Monthly Draws. .</p>	
Publication Period	<p>Each winner of a Prize under this Competition will, as soon as practicable after the relevant Draw and in any event within 48 hours, have their name published on the following webpage for at least 28 days and no longer than 30 days: pearler.com/prizes/winners</p>	
Who can enter	<p>Entry into the Competition is open to individuals aged 18 or over who have an active Pearler investment account, and who have made at least one investment via the Pearler Web Platform (Eligible Users). Where the Pearler investment account relates to more than one individual, they are jointly an Eligible User. The actions of any individual associated with that account apply to all individuals associated with that account. Where an individual, who is an Eligible User, has multiple Pearler investment accounts, any prizes will be allocated to the account selected within the Pearler Web Platform at the time of the draw. The Eligible User must reside in Australia to enter. The more Pearls a customer has the more entries they have in the draw.</p> <p>In the calendar month relevant to the Monthly Draw, to be entered into a Monthly Draw an Eligible User must have: (a) Made at least one investment on Pearler; (b) Not withdrawn money from Pearler.</p> <p>Further conditions and limitations on entry are set out in the Terms and Conditions.</p>	
Earning Pearls	<p>Customers earn “Pearls” for their behaviour in the following ways:</p> <ul style="list-style-type: none"> ● 30 Pearls for every ASX or US share investment they make via the Pearler Web Platform ● 30 Pearls for every referred customer that meets the on-site referral criteria. ● 5 Pearls if at least \$200 is deposited into their Pearler cash account in a calendar month via Pearler’s Automate feature in a single transaction ● 30 Pearls on their birthday per Pearler’s records. ● 10 Pearls for completing a buy investment both this month and the previous month via the Pearler Web Platform. <p>Pearler will calculate a user’s number of Pearls from the above actions during the competition as well as prior to the commencement of the Competition. Pearler takes no responsibility for the accuracy of the calculation of Pearls earned prior to the commencement of the Competition, should you disagree with the calculation of Pearls earned prior to the competition you can request they be removed from your Pearler account. Pearler may action this request solely at its discretion.</p> <p>The Pearler Web Platform will present your Pearl balance, however Pearls may not always be displayed immediately upon being earned due to technical reasons. However, this delay will not impact your chances of winning as all Pearls earned by Eligible Users are included in the relevant draw independent of them being displayed in the Pearler Web Platform.</p>	

<p>Pearler Credit</p>	<p>Separate to the <i>November Pearler Rewards Competition</i>, users will earn a loyalty discount as per the terms in the paragraph below. Receiving loyalty discounts does not reduce the number of Pearls a user accumulates and not impact the number of entries in the Draw.</p> <p>For every occurrence on or after 2 Nov 2023 that your Pearl balance crosses a threshold that is a multiple of 500 (Pearl Milestone), for example exceeds 500, 1,000, 1,500 and so on, you will be gifted \$6.50 of Pearler credit (“Pearler Credit”) for use exclusively on the Pearler Web Platform towards investing certain fees and charges. There is a limit of one Pearler Credit gift per Pearl Milestone.</p> <p>Any Pearler Credit gifted in connection with Pearls will expire 60 days from the date it is gifted, with no extensions or transfers applicable. Pearler Credit is not redeemable for cash. See the Pearler Financial Services Guide for full details on Pearler Credit.</p> <p>Pearler may change this gifting policy at any time in accordance with these terms, and ,subject to any change in these terms, there is no obligation to gift any Pearler Credit or part thereof for any reason, prior to a user’s Pearl Milestone. Receiving loyalty discounts do not impact your chances of winning the Draw.</p>
<p>How to enter</p>	<p>For each Draw, each Eligible User will automatically receive a number of entries equal to their Pearls balance as at the Closing Date of that Draw.</p> <p>There are no costs additional to the above amounts that are payable for entry into the Competition.</p> <p>The Competition only relates to Pearler investment accounts as defined in the Competition Terms and Conditions and excludes any Pearler products and services not specifically mentioned.</p>
<p>Contact</p>	<p>Name: Pearler trade promotions manager Phone: 02 7908 2290 Email: prizerewards@pearler.com Address: Level 2 of Michael Crouch Innovation Centre, Gate Two Avenue, Kensington NSW 2033</p>
<p>Competition authority numbers (if applicable)</p>	<p>Permit No ACT TP 23/02278</p>

Competition Terms and Conditions

The Competition is conducted by Pearler Investments Pty Ltd ACN 625 120 649 (**Promoter**).

Unless stated otherwise, terms and headings given meaning in the Competition Details shall have the same meaning in these Terms and Conditions.

1. Competition information

- 1.1. The Competition commences at the Opening Date and concludes on the Closing Date, as set out in the Competition Details (**Competition Period**). For clarity, no entries will be accepted outside of the Competition Period, being before the Opening Date or after the Closing Date.
- 1.2. The Promoter reserves the right to verify the validity and legitimacy of each entrant in the Competition and reserves the right to disqualify any entrant for any reason, which may include being not in compliance with these Terms and Conditions or the Competition Details.
- 1.3. In addition to the conditions of entry set out in the Competition Details, the following persons and entities are not permitted to enter the Competition or win any Prize, and any entry by any of the following will be deemed invalid:
 - (a) any directors, officers, employee, contractor, or agent of the Promoter;
 - (b) any person or entity involved in the organisation, hosting or administration of the Competition;
 - (c) any person or entity which benefits from the conduct of this Competition, whether financially or by promotion;
 - (d) any person or entity involved in the conduct of the Competition or the draw of the Prizes; and
 - (e) any immediate family member or employee of any of the above listed categories of person or entity.
- 1.4. You may opt out of the Competition at any time by emailing: prizerewards@pearler.com.

2. Collection of personal information

- 2.1. The Promoter may collect personal information, which may include your name, contact details and certain other characteristics about you for the purpose of conducting this Competition. If you choose not to provide personal information, you may not be able to participate in the Competition or your entry may be deemed invalid.
- 2.2. The Promoter may collect and use your personal information for the following purposes to:
 - (a) respond to your queries and provide you with any information you may request from the Promoter;
 - (b) conduct this Competition and notify of other promotions, competitions, giveaways or events;
 - (c) contact you to obtain your feedback regarding Promoter's products or services or to conduct other market research;
 - (d) undertake direct marketing (as detailed in our Privacy Policy);
 - (e) provide general advice (as detailed in our Financial Services Guide); and
 - (f) subject to clauses 4.5 and 4.6, announce winners of the Monthly Draws
- 2.3. You may contact the Promoter at any time to correct details you have provided by emailing: prizerewards@pearler.com. For more information, please consult our Privacy Policy at pearler.com/privacy.

3. The Draws

- 3.1. The Draws will take place according to the Competition Details. The winners of a Prize from a Draw will be drawn from the pool of those who have entered the Competition by submitting a valid entry (in compliance with these Terms and Conditions and the Competition Details).

- 3.2. If an entry is drawn and discovered to be invalid for any reason, then the Promoter (or any person nominated by the Promoter to conduct the relevant Draw) may discard that entry and re-draw that particular Prize. The Promoter may disqualify a winner if the Promoter becomes aware that the winner has breached any of these Terms and Conditions or the Competition Details, or any applicable law, including (but not limited to) failing to meet any eligibility criteria. In such a case, the Promoter may select a new winning entry.
- 3.3. You may only win one Prize per Draw.
- 3.4. You may only win a Prize from three Draws in any rolling 12-month period from the commencement of November Pearler Rewards Competition.

4. The winners

- 4.1. Winners will not be charged any fee for collecting their Prize(s).
- 4.2. The winner of a Monthly Draw will be notified by email within five business days of the Draw with details about how to collect their Prizes.
- 4.3. If, at the conclusion of each relevant Publication Period for a Monthly Draw:
 - (a) the Promoter (or any person nominated by the Promoter) is unable to make contact with a winner of that Monthly Draw, having made reasonable efforts to contact the winner; or
 - (b) the winner does not claim their Prize during the Publication Period,then the Prize shall be considered uncollected, and the Promoter will:
 - (c) conduct a re-draw for the uncollected Prize(s); and
 - (d) publish the details of the re-draw on the Pearler Web Platform and the following website: pearler.com/prizes/winners.
- 4.4. If you are a winner, the Promoter will publish your name for the Publication Period on the website: pearler.com/prizes/winners.
- 4.5. If you are a winner, the Promoter may, in its discretion, announce you are a winner in its marketing materials or on social media. In doing so, the Promoter will only use your first name and the initial of your surname.
- 4.6. Records of the winners will be kept for at least 3 years or as otherwise required by law.

5. The Prizes

- 5.1. Any conditions applicable to a particular Prize are detailed in the Competition Details. While the Promoter must do all things reasonable to ensure the winner of each Prize gains the benefit of that Prize, the Promoter accepts no responsibility for unavailability of any Prize as a result of a winner failing to comply with any Prize conditions notified in the Competition Details.
- 5.2. The Promoter accepts no responsibility for any variation in the relative value or retail value of the Prizes, provided that the Prizes as detailed in the Competition Details are those provided to any winner. The Prizes are not transferable or exchangeable, and any non-cash Prizes cannot be taken as cash, unless otherwise agreed in writing between a winner and the Promoter.

6. Changes to the Prizes

- 6.1. Following a Monthly Draw, the Promoter may only substitute or change any Prize awarded in that draw (as detailed in the Competition Details) in the following circumstances:
 - (a) by written agreement between the winner of that Prize; or
 - (b) if the Prize detailed in the Competition Details is or becomes no longer reasonably available,

and in either case, any changed or substituted prize must be of at least the same (if not greater) value than the original Prize listed in the Competition Details.

- 6.2. Prior to the commencement of a Monthly Draw, the Promoter may change or substitute the Prizes awarded in that draw.
- 6.3. In case there is any such change or substitution in a Prize listed in the Competition Details prior to the Draw, the Promoter will notify all entrants of the change or substitution via pearler.com/prizes and specify the reason why this is required.

7. Disputes, complaints or enquiries about the Competition

- 7.1. If you have any queries about the conduct of this Competition, please email the Promoter at: prizerewards@pearler.com
- 7.2. The Promoter will use its reasonable endeavours to respond to you within 10 business days from receipt of your query, and will seek to discuss a resolution to your complaint or dispute in good faith. If you consider the dispute is not being resolved satisfactorily, you may seek a review of the dispute and the way it is being or has been handled by contacting the Compliance Manager at Sanlam Private Wealth Pty Ltd on (03) 8640 5508 or at compliance@privatewealth.sanlam.com.au.
- 7.3. If the Promoter has not resolved any dispute with you, you and the Promoter agree to resolve such dispute through binding arbitration in accordance with, and subject to, the Resolution Institute Arbitration Rules 2023, with the arbitrator nominated by the Chair of the Resolution Institute unless agreed otherwise.
- 7.4. You and the Promoter agree that any dispute must be brought in your individual capacity and not as a plaintiff or class member in any purported class or representative proceedings.

8. Liability

- 8.1. To the extent permitted by law, the Promoter excludes all guarantees, warranties, conditions or other terms that apply under or are implied by statute, common law or trade custom or usage.
- 8.2. If in the conduct of this Competition the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies or is implied under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**) or under any other Commonwealth, state or territory law that cannot be excluded, the Promoter's liability under the Australian Consumer Law is limited, to the extent permitted by law, to:
 - (a) if you have won a Prize, the cost of replacement of the Prize won; or
 - (b) if you have not won a Prize, providing you with an opportunity to participate in another Competition.
- 8.3. To the extent permitted by law, neither the Promoter nor any of its related companies or affiliates accepts any liability to the Prize winners, entrants or anyone else for any injury, damages, expenses or loss whatsoever (including without limitation loss of profit, revenue or business and indirect, consequential, special or incidental loss or damage) sustained in the course of accepting or using a Prize.
- 8.4. If the Competition Details state that entry into the Competition is via the use of any third party (including social media), by participating in the Competition, you agree to a complete release of that third party by each entrant.
- 8.5. The Competition is not sponsored, endorsed, administered by, or associated with any social media platform on which it is advertised, and unless expressly stated otherwise, the Promoter has no partnership with any social media platforms.
- 8.6. If for any reason the Competition is not capable of running as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, force majeure events (including acts of god, pandemics or epidemics or any government action taken in relation to same) or any causes beyond the reasonable control of the Promoter, including any events which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Competition, the

Promoter may take any action that may be available, or to cancel, terminate, modify or suspend the Competition subject to any direction given under applicable Australian law.

- 8.7. All entrants undertake to indemnify and keep indemnified the Promoter against all claims, demands, losses and damages that the Promoter directly incurs as a result of a material breach by the entrant of its obligations under these Terms and Conditions and the Competition Details.

9. General

- 9.1. These Terms and Conditions and the Competition Details are governed by the laws in force in the state of New South Wales, Australia, and you and the Promoter each submit to the exclusive jurisdiction of any courts of competent jurisdiction in the state of New South Wales, Australia, and any courts that may hear appeals from those courts about any proceedings in connection with these Terms and Conditions and the Competition Details.
- 9.2. All references to currency are references to Australian dollars, unless otherwise stated, and a reference to paying or depositing cash or money means a payment in Australian dollars.
- 9.3. A reference to time is a reference to the time in Sydney, Australia.
- 9.4. In these Terms and Conditions and the Competition Details:
- (a) **ASX trade** means a trade of a security listed on the Australian Securities Exchange undertaken via or through the Pearler Web Platform.
 - (b) **calendar month** means one of the 12 months of the year.
 - (c) **Closing Date** means the closing date of the Competition as set out in the Competition Details.
 - (d) **Competition** means the competition described in the Competition Details and subject to these Terms and Conditions.
 - (e) **Draw** means the Weekly Draw or the Monthly Draw (as the context requires), and **Draws** means both of them.
 - (f) **Eligible User** has the meaning given in the 'Who can enter' section of the Competition Details.
 - (g) **Monthly Draw** means the Competition run during a calendar month as a monthly draw, as described in the Competition Details.
 - (h) **Opening Date** means the opening date of the Competition as set out in the Competition Details.
 - (i) **Pearler cash account** means a cash account held by an Eligible User on the Pearler Web Platform.
 - (j) **Pearler investment account** means an account held by an Eligible User on the Pearler Web Platform through which the Eligible User makes ASX trades or US trades and that held either ASX or US listed securities during the Competition.
 - (k) **Pearler Web Platform** means the website and smartphone applications developed by Pearler to offer certain saving and share investment services to customers.
 - (l) **Prize** means a prize available under the Competition, as described in the 'Prizes' section of the Competition Details.
 - (m) **Promoter, we or us** means Pearler Investments Pty Ltd ACN 625 120 649.
 - (n) **Publication Period** means the period described in the 'Publication Period' section of the Competition Details.
 - (o) **Reside:** means the verified address of a Pearler investment account. Promoter is not responsible for the accuracy of information provided by an Eligible User.
 - (p) **US trade** means a trade of a security listed on a stock exchange of the United States of America undertaken via or through the Pearler Web Platform.
 - (q) **You or entrant** means an entrant in the Competition, whether or not the entrant is an Eligible User.

The information on this website is prepared by Pearler Investments Pty Ltd t/a Pearler ACN 625 120 649 who is an authorised representative (AR No. 1281540) of Sanlam Private Wealth Pty Ltd ACN 136 960 775 (Australian Financial Services Licence No. 337927). At pearler, we strive to make investing for your long term goals easier and fun but we only provide general information and/ or general advice. We don't present you any options based on your personal objectives, circumstances or financial needs nor do we use your preferences or search history to tailor your user experience. Any advice is of a general nature only. All investments carry risk. You may lose some or all of your money invested, before making any investment decision, please consider if it's right for you and seek appropriate taxation and legal advice. Please view our [Financial Services Guide](#) before deciding to use or invest on Pearler.

When opening a Shares account with Pearler you confirm that your details will be shared with [OpenMarkets](#) and / or [Drivewealth](#) (only as applicable) and an application for an brokerage account will be made. Please read the [OpenMarkets](#) and [Drivewealth](#) Terms and Conditions, Disclosures and Customer Agreement documents before applying for a Pearler Shares account. Information on Pearler is not an offer, solicitation of an offer, or advice to buy or sell securities or any financial product, or to open a trading account in any jurisdiction where Pearler is not registered to do so. Upon opening an account with Pearler from a jurisdiction where Pearler is not registered or able to market its services, you confirm that Pearler did not make an offer, solicit an offer or provide any advice to buy or sell a financial product. If you are based in a jurisdiction where Pearler is not registered (or regulated) you are responsible for ensuring that you comply with all local laws and regulations that you are subject to and for obtaining your own financial advice and legal advice if you are unsure. Contact us at help@pearler.com or Pearler c/- UNSW Founders, MCIC, Gate 2