

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>October 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 are required for entry into the Competition, which is designed to promote Pearler’s business and encourage investment via the Pearler Web Platform.</p> <p>For this Competition, there is no maximum number of entrants or entries per entrant during the Competition Period. Points 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 points either prior to or during the Competition Period. During a calendar month in which you participate in the Competition, you cannot earn (for the purposes of the Competition) more than 50,000 points (in addition to your balance of points in the previous calendar month). For clarity, you will not earn over 50,000 points in any calendar month. Your points earned prior to this Competition, capped at 50,000 per calendar month, will count as entries to this competition.</p> <p>This Competition commences 12.01am 16 October 2023 and concludes at 11.59pm 29 October 2023 with final draws completed Monday 30 October 2023</p> <p>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 points status: pearler.com/prizes/status 	
Prizes	<p>The prizes offered totalling \$2,100.00 in value will be as follows:</p> <p>Weekly Draw:</p> <ul style="list-style-type: none"> ● First Prize: \$200 cash paid into the entrant’s Pearler cash account (available to 1 winner per week). ● Second Prize: \$20 cash paid into the entrant’s Pearler cash account (available to 10 winners per week). ● Third Prize: 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 100 winners per week). 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 Third Prize. <p>Prior to each subsequent 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>No bonus prizes will be awarded to Prize winners as part of the Competition.</p>	
Competition key dates	Opening Date:	Weekly Draw: 12.00 am (Sydney time) on the Monday as set out for the Weekly Draw.
	Closing Date:	<p>Weekly Draw: 11.59 pm (Sydney time) on the Sunday after the Opening Date.</p> <p>All entries must be submitted before the Closing Date in order to be considered and included in a Draw.</p>
The Draws	A Weekly Draw will be conducted every week commencing seven days prior to the dates set out below.	

	<p>Weekly Draw:</p> <p>Time and date of draw 6.00 pm (Sydney time) on the first Monday after the Closing Date, being the following dates:</p> <ul style="list-style-type: none"> Monday, 23 October 2023 Monday, 30 October 2023 <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 the Weekly Draws. The Prizes for Weekly Draws will be drawn in descending order of Prize value.</p>
<p>Publication Period</p>	<p>Each winner of a Prize under this Competition will, as soon as practicable after the relevant Draw and in any event within 24 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>
<p>Who can enter</p>	<p>Entry into the Competition is open to individuals aged 18 or over who have an active Pearler investment account, and who have deposited or invested at any time a minimum of \$5.00 (Eligible Users). Where the Pearler investment account relates to more than one individual, points are awarded to the primary owner of that particular 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.</p> <p>In the seven days prior to the close of the Weekly Draw, to be entered into a Weekly Draw an Eligible User must have: (a) earned at least 100 points; and (b) not made a successful sell order.</p> <p>For the Draw, you are only eligible for Prizes if you have not withdrawn funds from your Pearler cash account within the 30 days prior to the close of the relevant Draw.</p> <p>Further conditions and limitations on entry are set out in the Terms and Conditions.</p>
<p>How to enter</p>	<p>Eligible Users will earn points for performing certain activities on the Pearler Web Platform.</p> <p>For each Draw, each Eligible User will automatically receive a number of entries equal to their points balance on the Pearler Web Platform as at the Closing Date of that Draw. This includes points accumulated prior to the Competition Period.</p> <p>Points can be earned in the following manner:</p> <p>Making deposits at least 30 days after a withdrawal:</p> <ul style="list-style-type: none"> One point per dollar deposited via PayID. Two points per dollar deposited via 'Automate' on the Pearler Web Platform (regular deposit or roundup). 100 extra points for depositing \$100 in a week (which can be cumulatively deposited in a week). No extra points are available for further deposits in excess of \$100 in that week. 1,000 points for depositing (cumulatively and via any method on the Pearler Web Platform) at least \$500 for two consecutive calendar months. <p>Making investments:</p> <ul style="list-style-type: none"> One point per dollar invested via the entrant's Pearler investment account.

	<p>Referral:</p> <ul style="list-style-type: none"> • 5,000 points for referring another user, provided that the referred user successfully makes at least one settled investment via the user's Pearler investment account. The points will be attributed to you once the referred user pays for their first successful investment via their Pearler investment account. <p>There are no costs additional to the above amounts that are payable for entry into the Competition. The amounts tied to points reflect the market value of cash.</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 <i>(if applicable)</i></p>	<p>N/A</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 4.3 and 4.4, announce winners of the 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.

4. The winners

- 4.1. Winners will not be charged any fee for collecting their Prize(s).
- 4.2. The winners of Weekly Draws:
 - (a) will be notified by email within 24 hours of the Draw; and
 - (b) will receive their Prize(s) automatically deposited to their Pearler cash account within five business days of the Draw, subject to the winner maintaining an active Pearler cash account and providing any required response to the Promoter.
- 4.3. If you are a winner, the Promoter will publish your name for the Publication Period on the website: pearler.com/prizes/winners.
- 4.4. 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.
- 4.5. 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 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 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) **Opening Date** means the opening date of the Competition as set out in the Competition Details.
 - (h) **Pearler cash account** means a cash account held by an Eligible User on the Pearler Web Platform.
 - (i) **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.
 - (j) **Pearler Web Platform** means the website and smartphone applications developed by Pearler to offer certain saving and share investment services to customers.
 - (k) **Prize** means a prize available under the Competition, as described in the 'Prizes' section of the Competition Details.
 - (l) **Promoter, we or us** means Pearler Investments Pty Ltd ACN 625 120 649.
 - (m) **Publication Period** means the period described in the 'Publication Period' section of the Competition Details.
 - (n) **Reside:** means the verified address of a Pearler investment account. Promoter is not responsible for the accuracy of information provided by an Eligible User.
 - (o) **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.
 - (p) **Weekly Draw** means the Competition run during a seven day period as a weekly draw, as described in the Competition Details.
 - (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.

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