

Terms & Conditions – New Trading Client Campaign

WorldFirst is offering all new clients who register between 01/11/2019-30/11/19 and complete their first Transfer of \$10,000 AUD or more in the same period a gift card valued at \$50.

1. Introduction

1.1 The WorldFirst New Trading Client (the “Campaign”) is available to any person(s) who meet the Eligibility Criteria as set out in clause 3 below.

1.2 The promoter of the Campaign is WorldFirst Pty Ltd (Australian Business Number 42132368971) whose office is situated at Level 7/33 York Street, Sydney, NSW 2000, Australia (“WorldFirst”).

2. Definitions and Interpretation

2.1 In these terms and conditions the following words and expressions shall have the following meanings:

2.1.1 “Campaign” has the meaning as outlined in clause 1.1.

2.1.2 “Participants” means New Clients Registered.

2.1.3 “Transfer” means international currency payment.

2.1.4 “Buy Currency” and “Purchase Currency” means the currency being bought by you and sold by us.

2.1.8 “Sell Currency” means the currency being bought by us and sold by you.

2.2 Words importing the singular shall include the plural and vice versa.

2.3 Words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa.

2.4 References to clauses and schedules are, unless otherwise stated, references to the clauses and schedules of this Agreement.

3. How it works

3.1 Participant must complete the WorldFirst online registration during the Campaign Period outlined in clause 4.3.

3.2 Participant must complete a Transfer online or over-the-phone during Campaign Period outline in clause 4.3. meeting the Eligibility Criteria outlined in clause 4.

3.3 The Gift Card will be delivered by email to the primary email address of the participant within 15 business days of the participant making their first eligible Transfer.

4. Eligibility Criteria

4.1 In order to be eligible to receive a Gift Card the:

- 4.1.1 Participant must complete the WorldFirst online registration form <https://www.worldfirst.com/au/> during the Campaign Period outline in clause 4.3.
- 4.1.2 Participant must complete an eligible currency Transfer outlined in clauses 4.1.3, 4.1.4 and 4.1.5 during the Campaign Period outline in clause 4.3.
- 4.1.3 Participant must trade Eligible Buy Currencies include AED, AUD, CAD, CHF, CZK, DKK, EUR, GBP, HKD, HKR, HUF, ILS, INR, JPY, KES, MAD, MXN, NOK, NZD, PHP, PLN, RON, SEK SGD, TBH, USD, ZAR
- 4.1.4 Participant must trade Eligible Sell Currencies include AED, AUD, CAD, CHF, CZK, DKK, EUR, GBP, HKD, HUF, ILS, JPY, MXN, NOK, NZD, PLN, RON, SEK SGD, TBH, USD.
- 4.1.5 Value of Transfer must be AUD \$10,000 or more, or the equivalent amount in an eligible buy or sell foreign currency amount.

4.2 For the avoidance of doubt Participant will not be eligible to receive Gift Voucher if the:

- 4.2.1 Participant is an existing WorldFirst private, business or online seller client.
- 4.2.2 Participant applied for a WorldFirst account at a prior date.
- 4.2.3 Participant is an employee or immediate family member (including spouse, children, parents, siblings and/or grandparent) of an employee of any WorldFirst group company; or

4.3 Campaign period is 01/11/19-30/11/19

5. Warranties

5.1 The Participant warrants that:

- 5.1.1 He/She is legally able to participate in the Campaign in his country of residence; and
- 5.1.2 To the best of his knowledge, all information disclosed to WorldFirst is both true and correct.

6. Termination

6.1 WorldFirst reserves the right, at its sole discretion, to terminate or suspend the Campaign at any time and without prior notice to Participants and WorldFirst gives no warranty as to the continued availability of the Campaign.

7. Variation

7.1 WorldFirst reserves the right, in its sole discretion, to change, amend, or otherwise modify these terms and conditions and the terms of the Campaign from time to time and without notice. WorldFirst will inform participants of material changes to these terms and conditions and the Campaign by posting a notice on its website or forwarding an email to their last known email address.

8. Third Party Rights

8.1 These terms and condition are made for the benefit of Participants of the Campaign, and are not intended to benefit any third party or be enforceable by any third party.

9. Severability

9.1 Any clauses in these terms and conditions determined by any court or other competent authority to be unlawful and/or unenforceable will be treated as severed from these terms and conditions and will not invalidate other clauses of these terms and conditions which will continue in full effect.

10. Miscellaneous

- 10.1 All Gift Cards are subject to their own terms & conditions which will be included at point of gift card delivery.
- 10.2 In the event the foreign exchange transaction entered into by the Participant in order to fulfil the Eligibility Criteria is cancelled or otherwise Closed Out, the Participant will forfeit the Gift Card and will not be eligible for a substitute sum.
- 10.3 Participants that are not in accordance with these terms and conditions will be ineligible for a gift card.
- 10.4 By taking part of the Campaign you agree to participate in such promotional activity and material as WorldFirst may require.
- 10.5 WorldFirst is not liable for any direct or indirect costs, expenses, damages, liability or injury arising out of or in connection with the Campaign, other than those costs and expenses specifically provided for in these terms and conditions.
- 10.6 WorldFirst will not be liable to any party in the event WorldFirst is unable to perform its obligations under these terms and conditions because of factors beyond its control.
- 10.7 WorldFirst reserves the right, at its sole discretion, to refuse a claim for a gift voucher, withdraw if it has reasonable grounds to believe that such party has:
- 10.7.1 Breached these terms and conditions; and/or
 - 10.7.2 Misused WorldFirst's intellectual property rights including trademarks and/or materials; and/or
 - 10.7.3 Made any misrepresentations (negligently or fraudulently); and/or
 - 10.7.4 Abused the Campaign; and/or
 - 10.7.5 Engaged in any illegal or criminal activity including fraud in connection with the Campaign or any application for WorldFirst services.
- 10.8 These terms and conditions are to be read in conjunction with any additional conditions associated with the Campaign.
- 10.9 All clients transacting with WorldFirst are subject to WorldFirst's on-boarding procedures which includes agreeing to WorldFirst's general terms of business.
- 10.10 These terms and conditions shall be governed by Australian Law and the Australian Courts shall have nonexclusive jurisdiction with respect to any disputes arising out of these terms and conditions or the Campaign.
- 10.11 There is a limit of one gift card per eligible client.
- 10.12 This offer is not eligible in conjunction with other offers and promotions.
- 10.13 Entry is open to residents of Australia and New Zealand only.