

'NEW MONEY' PROMOTION - TERMS AND CONDITIONS

1. The promoter is PayPal Australia Pty Limited (ABN 93 111 195 389) of Level 23, 1 York Street, Sydney, NSW 2000 ("**Promoter**").
2. This PayPal 'New Money' Promotion (the "**Promotion**") is based on the following terms and information ("**Terms**"). Please read the terms before entering the Promotion. If you participate in the Promotion you accept and agree to be bound by the Terms herein. All entry instructions and prize information published by PayPal form part of these Terms.
3. To be eligible to enter this Promotion, entrants must:
 - a) Be either:
 - i. An individual person who holds a PayPal personal or premier account ("**Eligible Individual**"); or
 - ii. A PayPal merchant who has accepted an average of AUD \$1,000 in TPV per calendar month, into merchant's PayPal account. ("**Eligible Merchant**")
 - b) Be an Australian resident aged 18 years old or over; and
 - c) Hold an active Australian account in good standing (i.e. not restricted, or limited); and
 - d) Not be employees, contractors (and their immediate families) of the Promoter, the Promoter's related bodies corporate or any third parties associated with this Promotion.
4. Promotion commences at 12:01am AEST on 04 April 2016 and closes at 11:59pm AEST on 03 June 2016 ("**Promotional Period**").

How to enter

5. There are two (2) draws and one hundred and one (101) prize winners:

Draw 1 - Eligible Individuals

To receive an automatic entry into Draw 1, Eligible Individuals must first opt in to the promotion at www.paypal.com/au/newmoney. ("**Qualifying Entry**").

Once a Qualifying Entry has been completed, each payment for any purchase via an Eligible Individual's Australian PayPal account during the Promotional Period, excluding P2P payments (sending or receiving money using Send Money without making a purchase) will constitute an additional entry into Draw 1. ("**Qualifying Transaction**"). Multiple Qualifying Transactions are permitted for Draw 1.

All entries are deemed to be received at the time of receipt by PayPal not time of transmission by the entrant. PayPal is not responsible for any entries not received by PayPal or for any delays in the delivery of any entries.

Draw 2 – Eligible Merchants

To receive an automatic entry into Draw 2, Eligible Merchants must:

Upload at least one (1) "New Money" banner onto their business website, in accordance with the instructions provided at (www.paypal.com/au/newmoneybanners) during the Promotional Period. ("**Qualifying Upload**").

There is a limit of one (1) entry into Draw 2 per PayPal account held by an Eligible Merchant.

Prizes

6. The first Eligible Individual drawn will be the prize winner of Draw 1 and the first one hundred (100) Eligible Merchants drawn will be the prize winners of Draw 2. Prizes to be won are:

Draw	Winner	Prize	Total Prize Values
1	First drawn Eligible Individual	AUD \$15,000	AUD \$15,000
2	First one hundred (100) drawn Eligible Merchants	Airbnb Voucher to the value of AUD \$150 with an expiry date of 31 July 2017*	AUD \$15,000
Total prize pool			AUD \$30,000

7. *Airbnb Voucher's will be subject to additional terms and conditions of use and Airbnb terms and conditions of booking.
8. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant and whether the entry complied with these terms and conditions.

How will the winners be selected?

10. The winners will be drawn electronically at Mike Da Silva and Associates (Aust) Pty Ltd ("MDSA") at 15 Grosvenor Street, Neutral Bay, NSW 2089 in accordance with the following table:

Draw	Date	Time AEST
Draw 1	17/06/16	11:00 am AEST
Draw 2	17/06/16	11:00 am AEST

11. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
12. All winners will be notified in writing within two (2) business days of the draws and will be announced on www.paypal.com/au/newmoneybanners from 21/06/16 for a period of 28 days. The winner of Draw 1 will be published in *The Australian* newspaper on 24/06/16.
13. In accepting the prize, each winner acknowledges that they accept these Terms and Conditions.

When will the winners receive the prize?

14. If you're the prize winner of Draw 1, the prize will be paid into your PayPal account which was used to enter the draw. This will be done within 28 days of you accepting the prize.
15. If you're a winner of Draw 2, PayPal will email you a unique code to redeem your Airbnb voucher. PayPal will send you this email within 7 days of you accepting the prize.

What's the unclaimed prize draw?

16. Subject to any laws, if any prize in Draws 1 & 2 are not claimed or forfeited for any reason by a winner within three (3) months of the draw date, the prizes will be awarded to other eligible entrants in unclaimed prize draws on 19/09/2016 at the same time and location as the original draws. The prize winner/s, if any, will be notified by email within two (2) business days of the draws and will be announced on www.paypal.com/au/newmoneybanners from 21/09/16 for a period of 28 days. The Draw 1 unclaimed prize winner, if any, will be published in *The Australian* newspaper on 26/09/2016.

Other important information

17. If you're a prize winner, we may be required to collect and verify information about your identity before you can access the funds in your PayPal account. This is in connection with our obligations under the anti-money laundering and counter terrorism financing laws. We'll contact you and let you know what information and documents we require.
18. There may be tax implications from winning a prize. Please seek independent financial advice before you accept the prize.
19. If any prize (or part of any prize) is unavailable for any reason, PayPal, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Entries may be invalid or PayPal may reject entries if PayPal reasonably forms the opinion that an entry breaches PayPal's User Agreement, or is made fraudulently.
21. If for any reason, the Promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of PayPal, which corrupt or affect the administration, security, fairness or integrity or proper conduct of the Promotion, PayPal reserves the right in its sole discretion take any action that may be available, including to cancel, terminate, modify or suspend the Promotion subject to any direction given under the relevant state/territory permit regulations and/or disqualify any individual who tampers with the entry process.
22. Except for any liability that cannot be excluded by law, PayPal (including its officers, employees, agents and related Bodies Corporate as defined by the Corporations Act 2001 (Cth)) exclude 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 the Promotion, including, but not limited to:
 - a. any technical difficulties, technical error or equipment malfunction (whether or not under PayPal's control);
 - b. any error, omission, interruption, deletion, delay, defect, 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 PayPal) due to any reason beyond the reasonable control of PayPal;
 - d. any tax liability incurred by a winner or eligible entrant; or
 - e. use of a prize.
23. Under no circumstances will PayPal's total aggregate liability in connection with this Promotion, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, exceed AUD \$1,000.
24. These rules constitute the entire terms and conditions between the Eligible Individuals; the Eligible Merchants and PayPal with respect to the promotion and cannot be altered, modified or amended.
25. These terms are subject to the applicable State or Territory lottery laws.
26. All entries become the property of PayPal. If you participate in this Promotion you agree that PayPal and other entities on its behalf may use and collect your personal information to administer this promotion and to contact you about this promotion. This information will be collected and used in accordance with PayPal's Privacy Policy, which can be found by clicking on "Legal Agreements" at the bottom of our website (www.paypal.com.au). Your personal information may be disclosed to third parties including marketing agencies in order to conduct this Promotion and to the authorities responsible for the regulation of lotteries. Winners' names will be published and retained as required by relevant legislation.

27. The PayPal service is provided by PayPal Australia Pty Ltd (ABN 93 111 195 389) which holds an Australian Financial Services Licence, number 304962. You should read and consider the PayPal Australia Pty Ltd Combined Financial Services Guide and Product Disclosure Statement before deciding whether to acquire the PayPal product.

This Promotion is authorised under NSW Permit No. LTPS/16/02239, ACT Permit No. TP16/00533 & SA Licence No. T16/481.