

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To: Company Name/Scheme Helloworld Limited (HLO)

ACN/ARSN ABN 60 091 214 998

1. Details of substantial holder (1)

Name UBS Group AG and its controlled entities (including UBS Australia Holdings Pty Limited ABN 75 003 059 498) (UBSAHPL)

ACN/ARSN (if applicable) N/A

There was a change in the interests of the substantial holder on 18/ 02/ 2015

The previous notice was given to the company on 02/ 12/ 2014

The previous notice was dated 28/ 11/ 2014

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
See Annexure A				

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
18/02/2015	UBS Group AG and its controlled entities (including UBSAHPL)	Change in voting power as a result of an off-market sale of 30,824,943 ordinary shares in HLO (HLO Shares) under a share purchase agreement dated 18 February 2015 (Agreement). A copy of the Agreement is annexed to this notice as Annexure B.	\$0.39 per HLO Share	30,824,943 Ordinary	30,824,943

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
UBS Group AG and its controlled entities	UBSAHPL	UBSAHPL	UBSAHPL is the registered holder of 47,987,834 HLO Shares	47,987,834 Ordinary	47,987,834

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Details of UBS offices can be found through the following link: http://apps2.ubs.com/locationfinder/	

Signature

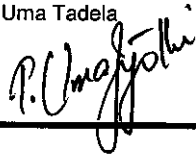
print name Uma Tadela

Kyu-Ri Kim

capacity

Authorised Signatory

sign here



date

20/ 02/ 2015

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. A corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. If the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A

This is Annexure A of 1 page referred to in the Form 604 – Notice of Change of Interests of Substantial Holder lodged by UBS Group AG and its controlled entities including UBS Australia Holdings Pty Limited ABN 75 003 059 498 (UBSAHPL).

Holder	Class of securities	Previous notice		Present notice	
		Person's votes	Voting power	Person's votes	Voting power
UBS Group AG and its controlled entities other than UBSAHPL	Fully paid ordinary shares in HLO (HLO Shares)	78,812,777	17.89%	47,987,834	10.90%
UBSAHPL	HLO Shares	78,812,777	17.89%	47,987,834	10.90%

* This is based on the number of HLO Shares on issue being 440,356,334 (calculated based on ASX disclosures of HLO as at the date of this notice).

Signature

print name Uma Tadela

Kyu-Ri Kim

capacity Authorised Signatory

sign here



date 20/ 02/ 2015

Annexure B

This is Annexure B of 6 pages referred to in the Form 604 – Notice of Change of Interests of Substantial Holder lodged by UBS Group AG and its controlled entities including UBS Australia Holdings Pty Limited ABN 75 003 059 498 (UBSAHPL).

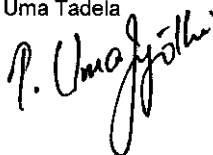
Signature

print name Uma Tadela

Kyu-Ri Kim

capacity Authorised Signatory

sign here



date 20/ 02/ 2015

SHARE PURCHASE AGREEMENT

DATED 18 FEBRUARY 2015

UBS AUSTRALIA HOLDINGS PTY LIMITED

and

SINTACK PTY LTD

THIS AGREEMENT is made on 18 February 2015

BETWEEN

- (1) **UBS Australia Holdings Pty Ltd ACN 003 059 498** of Level 16, 2 Chifley Square, Sydney NSW 2000 (**Seller**); and
- (2) **Sintack Pty Ltd ACN 056 578 691** of *Level 7, 246 Bourke Street, Melbourne VIC 3000* (**Buyer**).

BACKGROUND:

- (A) The Seller is the legal owner of 30,824,943 ordinary shares in the capital of Helloworld Limited ACN 091 214 998 (formerly known as Jetset Travelworld Limited) (**Company**) with Participant ID 01505 (**Shares**).
- (B) The Seller has agreed to sell the Shares and the Buyer has agreed to buy the Shares on the terms of this agreement.

IT IS AGREED AS FOLLOWS:

1. SALE AND PURCHASE

1.1 Sale and purchase

The Seller must sell and the Buyer must buy the Shares for A\$0.39 per Share being a total of A\$12,021,727.77 (**Purchase Price**).

1.2 Ownership and risk

Beneficial and legal ownership and risk in the Shares passes from the Seller to the Buyer on the Completion Date (as defined below).

2. COMPLETION

2.1 Time

Completion of the sale and purchase of the Shares must take place on the date of this agreement (**Completion Date**).

2.2 Buyer and Seller obligations

On the Completion Date:

- (a) by 7pm, UBS Securities Australia Limited, (on behalf of the Seller) instructs for settlement of the trade off-market, via DvP against JBWere (on behalf of the Buyer). UBS Securities Australia Limited will ensure the trade is pre-matched on a T+2 basis ahead of settlement on T+3;
- (b) the Buyer instructs JBWere to settle the trade off-market, via DVP against UBS Securities Australia Limited. JBWere will ensure the trade is pre-matched on a T+2 basis ahead of settlement on T+3; and
- (c) settlement of the trade will be effected on a T+3 basis in accordance with the Settlement Operating Rules of the Australian Securities Exchange.

3. POST-COMPLETION OBLIGATIONS

As soon as practicable after the Completion Date, both parties will use their best endeavours to make all such filings and notifications as are required to effect the transfer of the Shares to the Buyer.

4. WARRANTIES

4.1 Representations and warranties by the Seller

As at the date of this agreement the Seller represents and warrants to the Buyer that each of the following statements is true, accurate and not misleading.

- (a) It is a body corporate validly existing and duly established under the laws of its place of incorporation.
- (b) It has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates.
- (c) It has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates.
- (d) This agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.
- (e) It has the corporate authority and power to sell and transfer the Shares under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Shares.
- (f) At the time of the execution of this agreement by the Seller, the sale of the Shares will not constitute a violation by it of Division 3 of Part 7.10 of the Corporations Act 2001 (Cth) (**Corporations Act**) relating to insider trading.

4.2 Representations and warranties by the Buyer

As at the date of this agreement, the Buyer represents and warrants to the Seller that each of the following statements is true, accurate and not misleading.

- (a) It is a body corporate validly existing and duly established under the laws of its place of incorporation.
- (b) It has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates.
- (c) It has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates.
- (d) This agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

- (e) It has the corporate authority and power to buy the Shares under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Shares.
- (f) At the time of the execution of this agreement by the Buyer, the purchase of the Shares will not constitute a violation by it of Division 3 of Part 7.10 of the Corporations Act relating to insider trading.
- (g) It will perform its obligations under the agreement so as to comply with all applicable laws in Australia, including in particular the Corporations Act and the Foreign Acquisition and Takeovers Act 1975 (Cth).

5. GENERAL

5.1 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to this agreement.

5.2 Duty

- (a) As between the parties, the Buyer is liable for and must pay all duty on or relating to this agreement, any document executed under it, and any transaction contemplated, effected or evidenced by it.
- (b) If any party other than the Buyer pays any duty on or relating to this agreement, any document executed under it, and any transaction contemplated, effected or evidenced by it, then the Buyer must pay to that party on demand the amount so paid and an amount equal to, all losses (including legal and other professional fees) directly or indirectly incurred or suffered by that party arising out of or in connection with the payment by that party of that amount or the failure of the Buyer to pay that duty.

5.1 Counterparts

This agreement may be executed in counterparts, which taken together constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this agreement by executing a counterpart. Faxed and emailed signatures are taken to be valid and binding to the same extent as original signatures.

5.2 Governing Law and Jurisdiction


This agreement and any non-contractual obligations arising out of or in connection with it are governed by law applying in New South Wales, Australia. The courts having jurisdiction in New South Wales, Australia have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement and each party irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in New South Wales, Australia.

THIS AGREEMENT has been executed and delivered on the date stated at the beginning of this agreement.

EXECUTION PAGE

EXECUTED by **UBS Australia Holdings Pty)**
Limited ACN 003 059 498 by its Attorneys)
pursuant to a Power of Attorney dated **18** February)
2015 who each states that he/she has received no
notice of revocation of the Power of Attorney:


In the presence of:



Signature of witness

SOOJIN YOON


Name of witness



Signature of witness

SOOJIN YOON


Name of witness



Signature of Attorney

MICHAEL BOOK

Name of Attorney



Signature of Attorney

ANNETTE SPENCER

Name of Attorney

EXECUTED by Sintack Pty Ltd ACN 056 578)
691)
)



Signature of director

Spiros Alysandratos

Name of director



Signature of director/company secretary

Irene Alysandratos

Name of director/company secretary