

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder¹

To Company Name/Scheme Helloworld Limited (HLO)

ACN/ARSN ABN 60 091 214 998

1. Details of substantial holder (1)

Name CVC Capital Partners SICAV-FIS S.A. (CVC) and its Controlled Entities (including, but not limited to, Europe Voyager NV (EV). This form is filed by EV on behalf of CVC and each of its Controlled Entities.

ACN/ARSN (if applicable) N/A

There was a change in the interests of the substantial holder on

14/4/2015

The previous notice was given to the company on

10/10/14

The previous notice was dated

9/10/14

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)
ORDINARY	118,076,675	26.81%	102,576,675	23.3% ²

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
14/4/2015	EV Controlling Entities and CVC Group Entities	Change in voting power as a result of an off-market sale of 15,500,000 ordinary shares in HLO (HLO Shares) under a share purchase agreement dated 14/4/2015 (the SPA). A copy of the SPA is annexed to this notice as Annexure A	0.36 per HLO Share	15,500,000 HLO Shares	15,500,000

¹ Capitalised terms not defined in this Form 604 are to be given the same meaning ascribed to them in the Explanatory Memorandum dispatched to HLO shareholders on 28 July 2010

² This is based on the number of HLO shares on issue being 440,138,601 (calculated based on ASX disclosures of HLO as at the date of this notice)

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
EV Controlling Entities and CVC Group Entities	EV and Elizabeth Gaines	EV and Elizabeth Gaines	<p>The EV Controlling Entities have a relevant interest in 102,576,675 HLO Shares comprised of the following:</p> <p>i) 102,568,377 HLO Shares held by EV by virtue of s.608(3)(b) of the Corporations Act; and</p> <p>ii) 8,298 HLO Shares held by Elizabeth Gaines as (a) EV controls the disposition of these HLO Shares through an EV Escrow Deed; and (b) the operation of s608(3)(a) of the Corporations Act. A pro forma copy of an EV Escrow Deed was annexed to the Form 603 filed by EV on 6 October 2010.</p>	102,576,675 HLO shares	23.3% ³

5. Changes in association

N/A

6. Addresses

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

Name	Address
CVC Capital Partners SICAV-FIS S.A	C/- Gilbert + Tobin, 2 Park Street, Sydney, NSW 2000
Europe Voyager NV	C/- Gilbert + Tobin, 2 Park Street, Sydney, NSW 2000

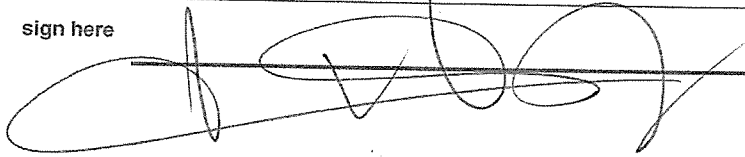
³ This is based on the number of HLO shares on issue being 440,138,601 (calculated based on ASX disclosures of HLO as at the date of this notice)

Signature

print name PUTTEMAN'S JOHN

capacity Director

sign here



date 14 April 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
 - (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 on 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.

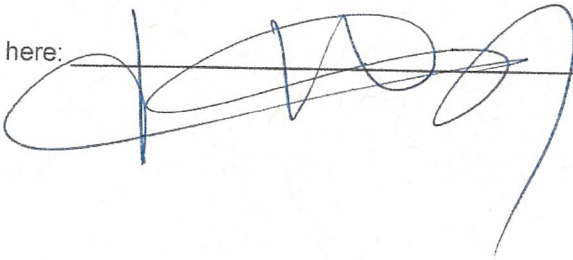
Annexure A

This is Annexure A of 6 pages referred to in the Form 604 – Notice of Change of Interests of Substantial Holder lodged by by EV on behalf of CVC and each of its Controlled Entities

Signature:

Print name: PUTTEMANS JOHN Capacity: Director

Sign here:

A handwritten signature in blue ink, appearing to be 'J. Puttemans', written over a horizontal line.

Date: 14 April 2015

SHARE PURCHASE AGREEMENT

DATED 14 APRIL 2015

EUROPE VOYAGER NV

and

**THE BURNES GROUP PTY LTD ATF
THE BURNES GROUP SERVICE TRUST**

THIS AGREEMENT is made on 14 April 2015

BETWEEN

- (1) **Europe Voyager NV** of De Lignestraat 13, B 1000 Brussels, Belgium (**Seller**); and
- (2) **The Burnes Group Pty Ltd ATF The Burnes Group Service Trust ABN 20 916 156 625** of 179 Normanby Road, South Melbourne, VIC 3205 (**Buyer**).

BACKGROUND:

- (A) The Seller is the legal owner of 118,068,377 ordinary shares in the capital of Helloworld Limited ACN 091 214 998 (formerly known as Jetset Travelworld Limited) (**Company**).
- (B) The Seller has agreed to sell 15,500,000 ordinary shares in the capital of the Company (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\$0.36 per Share being a total of A\$5,580,000.00 (**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 Morgan Stanley Wealth Management Australia Pty Ltd (on behalf of the Buyer) (**Morgan Stanley**). 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 Morgan Stanley to settle the trade off-market, via DVP against UBS Securities Australia Limited. Morgan Stanley 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.

5.3 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.

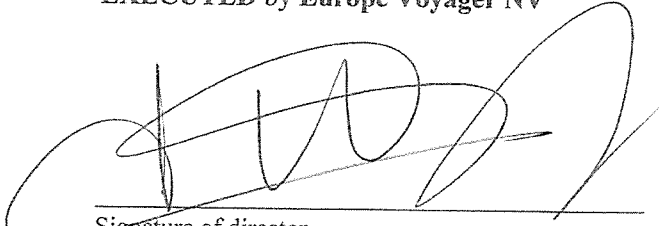
5.4 Governing Law and Jurisdiction

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 Europe Voyager NV



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)
)

Signature of director

PUTTEMANS JOHN

Name of director

EXECUTED by The Burnes Group Pty Ltd)
ATF Burnes Group Service Trust ABN 20 916)
156 625)



Signature of director

ANDREW BURNES

Name of director



Signature of director/company secretary

CINZIA BURNES

Name of director/company secretary