

the aotgroup

FAX

AOT Group Limited
179 Normanby Road
South Melbourne VIC 3205
AUSTRALIA
T: +61 3 9867 7233
F: +61 3 9867 7244
E: info@aot.com.au
W: www.aot.com.au
ABN: 23 106 495 498

TO:	Market Announcements Office	OF:	ASX
FAX:	1300 135 638	DATE:	15 April 2015
FROM:	Des Fielding	PAGES:	17 (Including this one.)
RE:	Notice of initial substantial holder	CC:	

Dear Sir/Madam,

Please find following a completed Form 603 – Notice of initial substantial holder in respect to HLO.

Yours sincerely,



Des Fielding
Chief Financial Officer
Director

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Helloworld Limited

ACN/ARSN 091 214 998

1. Details of substantial holder (1)

Name AOT Group Limited and The Burnes Group Pty Ltd
ACN/ARSN (if applicable) ACN 106 495 498 ACN 103 126 441

The holder became a substantial holder on 14/04/2015

2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	44,980,629	44,980,629	10.21%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
AOT Group Limited	Legal and beneficial ownership	13,980,629 ordinary shares
The Burnes Group Pty Ltd	Relevant interest through having voting power of more than 20% in AOT Group Limited	13,980,629 ordinary shares
Andrew Burnes	Relevant interest through having voting power of more than 20% in AOT Group Limited	13,980,629 ordinary shares
Cinzia Burnes	Relevant interest through having voting power of more than 20% in AOT Group Limited	13,980,629 ordinary shares
The Burnes Group Pty Ltd	Agreement to acquire shares on the performance of which legal and beneficial ownership will be acquired	31,000,000 ordinary shares
Andrew Burnes	Relevant interest through having voting power of more than 20% in The Burnes Group Pty Ltd	31,000,000 ordinary shares
Cinzia Burnes	Relevant interest through having voting power of more than 20% in The Burnes Group Pty Ltd	31,000,000 ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
AOT Group Limited	AOT Group Limited	N/A	13,980,629 ordinary shares
The Burnes Group Pty Ltd	AOT Group Limited	N/A	13,980,629 ordinary shares
Andrew Burnes	AOT Group Limited	N/A	13,980,629 ordinary shares
Cinzia Burnes	AOT Group Limited	N/A	13,980,629 ordinary shares

The Burnes Group Pty Ltd	N/A	The Burnes Group Pty Ltd	31,000,000 ordinary shares
Andrew Burnes	N/A	The Burnes Group Pty Ltd	31,000,000 ordinary shares
Cinzia Burnes	N/A	The Burnes Group Pty Ltd	31,000,000 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
		Cash*	
AOT Group Limited, The Burnes Group Pty Ltd, Andrew Burnes and Cinzia Burnes	20.2.2015	\$81,442	238,879 ordinary shares
AOT Group Limited, The Burnes Group Pty Ltd, Andrew Burnes and Cinzia Burnes	3.3.2015	\$3,751	11,000 ordinary shares
AOT Group Limited, The Burnes Group Pty Ltd, Andrew Burnes and Cinzia Burnes	4.3.2015	\$2,428	7,121 ordinary shares
AOT Group Limited, The Burnes Group Pty Ltd, Andrew Burnes and Cinzia Burnes	4.3.2015	\$13,644	39,731 ordinary shares
AOT Group Limited, The Burnes Group Pty Ltd, Andrew Burnes and Cinzia Burnes	2.4.2015	\$1,393	4,203 ordinary shares
The Burnes Group Pty Ltd, Andrew Burnes and Cinzia Burnes	14.4.2015	\$5,580,165	15,500,000 ordinary shares
The Burnes Group Pty Ltd, Andrew Burnes and Cinzia Burnes	14.4.2015	\$5,580,165	15,500,000 ordinary shares

The above transactions took place on ASX with the exception of those on 14.4.2015 which were acquired via an off-market transaction under separate Share Purchase Agreements with UBS Australia Holdings Ltd and Europe Voyager NV, certified copies of which accompany this notice.

* No non-cash consideration was provided.

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Andrew and Cinzia Burnes and The Burnes Group Pty Ltd	Joint control of AOT Group Limited
Andrew and Cinzia Burnes	Joint control of The Burnes Group Pty Ltd, which acts as the trustee of a trust of which Andrew and Cinzia Burnes and members of their family are potential beneficiaries.

7. Addresses

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

Name	Address
AOT Group Limited	179 Normanby Road, South Melbourne Victoria 3205
The Burnes Group Pty Ltd	179 Normanby Road, South Melbourne Victoria 3205
Andrew Burnes	28 Marine Parade, St Kilda Victoria 3182
Cinzia Burnes	28 Marine Parade, St Kilda Victoria 3182

Signature

print name Andrew Burnes

capacity Director

sign here

date 15/04/2015

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 7 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 total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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.
- (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) Details of the consideration must include any and all benefits, moneys 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.

Certificate

I certify that the attached copy document is a true copy of the original.

Print Name: Andrew Burnes

Capacity: Director

Sign Here:



Date: 15/04/2015

SHARE PURCHASE AGREEMENT

DATED 13 APRIL 2015

UBS AUSTRALIA HOLDINGS PTY LIMITED

and

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

THIS AGREEMENT is made on 13 April 2015

BETWEEN

- (1) **UBS Australia Holdings Pty Ltd** ACN 003 059 498 of Level 16, 2 Chifley Square, Sydney NSW 2000 (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 15,500,000 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\$0.36 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 UBS Australia Holdings Pty)
Limited ACN 003 059 498 by its Attorney)
pursuant to a Power of Attorney who states that)
he/she has received no notice of revocation of the
Power of Attorney;**


In the presence of:



Signature of witness

MICHAEL BOOK

Name of witness



Signature of Attorney

NICHOLAS HUGHES

Name of Attorney

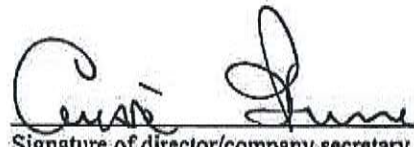
EXECUTED by The Burnes Group Pty Ltd)
ATF Burnes Group Service Trust ABN 20 916)
156 625)



Signature of director

ANDREW BURNES

Name of director



Signature of director/company secretary

CINZIA BURNES

Name of director/company secretary

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.

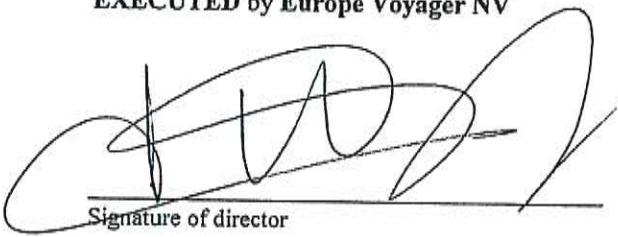
5.4 Governing Law and Jurisdiction

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

)
)
)
)

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