

Trade Promotion: Schedule to Conditions of Entry

Promotion Name	Bank of Melbourne Debit Card Purchase promotion	
Promotion type	Public (external)	
Promotion style	Game of Chance	
Promoter	The promoter is Bank of Melbourne – a Division of Westpac Banking Corporation ABN 33 007 457 141 tel: 132 032 of 275 Kent Street, Sydney, NSW.	
Permit Numbers	Authorised under: NSW Permit No: LTPS/19/31390/ SA Permit No: T 19/79 / ACT Permit No: TP19/00098	
Relevant States	All Australian States and Territories	
Entry Restrictions	<p>Entry is open to all residents of Australia 16 years of age and over who, during the Promotion Period:</p> <ul style="list-style-type: none"> hold a Bank of Melbourne Visa debit card issued by Westpac Banking Corporation (“Bank of Melbourne Visa Debit Card”) that is linked to a Bank of Melbourne transaction account (“Account”); and make a Valid Purchase (defined below) using their Bank of Melbourne Visa Debit Card in accordance with the Entry Procedure. <p>(an “Eligible Entrant”).</p> <p>Business and commercial debit cards and Accounts are ineligible to participate in the Promotion.</p> <p>In the event an Account is identified as a joint account, the Eligible Entrant will be the first party named on the Account.</p> <p>For the purposes of determining residency, the residential address of an Eligible Entrant will be taken to be the residential address linked to their Account.</p> <p>To be eligible for a Prize, Accounts must remain open until the Prize is claimed by the Entrant.</p> <p>By entering the Promotion, Entrants consent to the provision of their name and email or phone number associated with their Account (“Personal Information”) by the Promoter to the Promoter’s agent, CX Lavender (the “Agent”), who will contact Prize winners (refer to “Notification of Prize Winners” below). The Personal Information will be handled in accordance with the Agent’s privacy policy, found at https://www.cxlavender.com.au/page/terms-privacy-policy</p>	
Promotion Period	Opens:	12.01am AEDT on 1 March 2019
	Closes:	11.59pm AEDT on 31 March 2019
Entry Procedure	<p>To enter the Promotion, an Eligible Entrant must, during the Promotion Period, make a Valid Purchase using their Bank of Melbourne Visa Debit Card (“Entry”). Each Valid Purchase (which includes a Valid Purchase made by an additional cardholder) gives the entrant 1 automatic Entry. Entries will only be calculated for Valid Purchases.</p> <p>In this Schedule, the word “Valid Purchase” refers to a purchase (including, without limitation) that is:</p> <ol style="list-style-type: none"> conducted in Australia or overseas using the Bank of Melbourne Visa Debit Card (excluding ATM withdrawals, balance enquiries, refunds, BPAY transactions, Direct Debits using an account number, and eftpos cash out only transactions); posted to the Eligible Entrant’s Account during the Promotional Period; and not processed by the issuer of the Bank of Melbourne Visa Debit Card for a transaction involving a cash advance or purchase of a cash substitute e.g. gaming chips, or an ATM transaction. <p>Entries will be allocated to a database for each day during the Promotion Period, equating to thirty-one separate databases maintained for the Promotion Period (each a “Date Database”).</p>	
Automatic Entry Opt Out	Any person who qualifies for an Entry in the Promotion, but who during the Promotion Period wishes to withdraw their Entry, may advise the Promoter of their intention not to participate in the Promotion by sending an email to CustomerResponse@westpac.com.au , and that person’s Entry will be withdrawn from the Promotion.	
Maximum number of Entries	Multiple Entries are permitted.	
Draw Details (if game of chance)	Date	15 April 2019
	Time	12pm AEST
	Location	Level 24, Tower 2, 200 Barangaroo Avenue, Sydney
	Draw Method	Electronic Random Draw Thirty one separate draws will be held, one draw from each Date Database prepared as per the Entry Procedure.
Prize details	There are 31 Prizes. Each Prize consists of a \$500 cashback, deposited into the Entrant’s Account. With the exception of South Australian Entrants, an Entrant may only win one Prize in this Promotion.	
Prize Restrictions	The Account must remain open on the Draw or Unclaimed Prize Draw (as relevant) in order to receive the Prize.	
Total prize pool	\$15,500	
Notification of Winner	Winners will be notified by email or phone number associated with their Account by 22 April 2019. Winners will be notified by the Agent.	

Publication details	The Australian newspaper on 26 April 2019
Prize claim date	15 July 2019
Unclaimed Prize Draw	22 July 2019 at 11am AEST Location: Level 24, Tower 2, 200 Barangaroo Avenue, Sydney
Publication date for unclaimed prize draw winner (if any)	Unclaimed Prize Draw winners will be notified in writing by 24 July 2019 and their name/s will be published in The Australian on 2 August 2019
Consent to publication and Promoter's Privacy Policy	The Winners consent to the publication of their names and cities of origin in any advertisements or articles relating to the Promotion or the Prize and participate in any media releases which may include photographs of the Winners by the Promoter or any other member of the Westpac Group. The Promoter's privacy policy can be found at http://www.bankofmelbourne.com.au

Conditions of Entry

1. These Conditions of Entry incorporate and must be read together with the accompanying Schedule for this Promotion. **The accompanying Schedule prevails in the event of any inconsistency with these Conditions of Entry, to the extent permitted by law.** By participating in this Promotion, each participant fully and unconditionally agrees and acknowledges that these Conditions of Entry are binding.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

Eligibility

3. If this is a public promotion, entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions. In the event this Promotion is open to Entrants under 18 years of age, those Entrants must have the consent of a parent or guardian to enter.
4. If this is an internal promotion, entry to the Promotion is open to employees and contractors of the Promoter who meet the Entry Restrictions and continue to meet the Entry Restrictions at the time of awarding the Prize. Members of the public are not permitted to enter.
5. Unless this is an internal promotion, employees and contractors of the Westpac Group and their immediate families are ineligible to enter.
6. The Promotion will be conducted during the Promotion Period.
7. To enter the Promotion, entrants must complete the steps outlined in the Entry Procedure within the Promotion Period.
8. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
9. Entrants may enter the Promotion up to the Maximum Number of Entries.
10. Entries must be received by the Promoter during the Promotion Period. Online or email entries are deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant.
11. Eligible Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
12. Incomplete and illegible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter in the Entry Procedures relating to the Promotion.
13. In the event that an Account with the Promoter is held in joint names, the Eligible Entrant will be the first person named on that Account.

Determining and notifying Winners

14. The Prize draw(s) (if applicable) will be conducted in accordance with the Draw Details. The Prize(s) will be awarded to the Eligible Entry or Entries (as applicable) randomly drawn in accordance with the Prize Details. The Promoter may draw additional reserve entries and record them in order, in case an invalid entry or ineligible entrant is drawn.
15. If the Promotion includes instant win prizes, the instant win prize(s) will be awarded to the eligible entry or entries (as applicable) in accordance with the Entry Procedure and the Instant Win Details.
16. Winners will be notified as specified in the Schedule and their name and State/Territory of residence will be published in accordance with the Schedule.

Prizes

17. The Prize(s) are specified in the Prize Details. The Prize(s) are subject to any restrictions specified in the Schedule. The total Prize Pool is specified in the Schedule.
18. Prizes are not transferable, exchangeable, or redeemable for cash.
19. If a Prize includes gift cards or vouchers, the gift cards or vouchers are only valid until the gift card or voucher expiry date specified on the gift cards or voucher or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any gift card or voucher that has been lost, stolen, forged, damaged or tampered with in any way.
20. If a Prize includes tickets, the tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider of those tickets. Once awarded, the Promoter is not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.

Claiming Prizes

21. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
22. If a Prize is not accepted or claimed by the Prize Claim Date, the Winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed Prize in accordance with the Unclaimed Prize Draw specified in the Schedule, subject to any directions given by any relevant authority. Winners of Unclaimed Prizes will be notified and have their names and State/Territory of residence published in accordance with the Unclaimed Prize Draw.

Skill based Promotions (if applicable)

23. If this Promotion is a Game of Skill; chance plays no part in determining the winner.
24. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.

25. An entrant's entry must not include:
 - a. any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
 - b. any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
 - c. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.
26. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an Entrant's entry.
27. The winning Entries will be those determined to be the most original and imaginative, as judged by a panel of judges appointed by the Promoter, and the Eligible Entrant(s) that submitted the winning Entries will be declared the winner (the "Winner(s)"). The judges' decision will be final and no correspondence will be entered into. The judges, in their sole discretion, may not allocate any Prize(s), or fewer than the number of Prize(s) stated above (including in circumstances where insufficient Entries are received or Entries are judged to be of a poor standard).
28. In the event of similar or the same Entries being received from different Entrants, the Entry received first in time will be the only valid Entry.
29. By participating in this Promotion each participant grants the Promoter and the Westpac Group a perpetual, non-exclusive, transferable, irrevocable, royalty-free, worldwide licence to use, reproduce, publish, distribute and disseminate all intellectual property rights in Entries that are capable of being assigned to the Promoter and consents to the Promoter and any other member of the Westpac Group using, reproducing or editing and adapting any Entry, if the Promoter wishes, in broadcast, electronic and print media, newsletters, in the Promoter branch merchandising and related marketing activities in whole or in part without attributing that Entry to the person who created it.

General

30. The Promoter and its related bodies corporate (as that term is defined in the *Corporations Act 2001 (Cth)*) will be known as the "Westpac Group".
31. The Promoter collects personal information from all participants in order to conduct the Promotion. If the information requested is not provided, the participant may not participate in the Promotion or claim a Prize and their entry may be discarded. It is a condition of entry in the Promotion that the Winner consents to the publication of their name and city of origin in any advertisements or articles relating to the Promotion or the Prize and participates in any media releases which may include photographs of the Winner by the Promoter or any other member of the Westpac Group. By entering this promotion, participants consent to the use of their names and likenesses in this manner. The Promoter's treatment and storage of personal information will be handled in accordance with the Promoter's Privacy Policy and all applicable laws in Australia. Your information will not be used to contact you for marketing purposes.
32. The Winner may be liable to declare the Prize for taxation purposes and will be liable for any tax payable in respect of a Prize. Eligible Entrants should seek independent financial advice in relation to any tax payable on the Prize and the potential impact on their personal financial situation prior to entering the Promotion.
33. For internal/staff promotions: The Prize is subjected to Fringe Benefit Tax ("FBT"), which is paid by the Promoter. However the amount may be reported on the Winner's payment summary (group certificate). Eligible Entrants should seek independent financial advice regarding the impact of the FBT and any other related taxes payable on the Prize and the potential impact on their personal financial situation prior to entering the Promotion. More information on FBT can be obtained from the Australian Taxation Office or www.ato.gov.au.
34. Except for guarantees, warranties and conditions implied by law which cannot be excluded, neither the Promoter nor any other member of the Westpac Group make any guarantees, representations or warranties, express or implied, regarding the quality or suitability of any Prizes awarded under these Conditions of Entry.
35. Nothing in these Conditions of Entry is intended to exclude, restrict or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Corporations Act 2001, the Competition and Consumer Act 2010, Australian Consumer Law or any equivalent State or Territory legislation, as amended. If any guarantee, warranty, term or condition implied or imposed under the Australian Consumer Law or any other applicable legislation in relation to any Prize awarded under these Conditions of Entry cannot be excluded (a "Non-Excludable Provision") and the Promoter is able to limit the remedy for a breach of the Non-Excludable Provision, then the liability of the Promoter and all members of the Westpac Group for breach of the Non-Excludable Provision is limited to one or more of the following at the Promoter's option:
 - a. the replacement of a prize or the supply of an equivalent prize;
 - b. the repair of a prize;
 - c. the re-supply of a prize;
 - d. the payment of the cost of replacing a prize or of acquiring an equivalent prize;
 - e. the payment of the cost of having a prize repaired; or
 - f. the payment of the costs of re-supplying a prize.
36. To the maximum extent permitted by law, the Promoter and all other members of the Westpac Group expressly disclaim liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any Eligible Entrant's participation in this Promotion or the acceptance of any Prize. The Winner indemnifies the Promoter and all members of the Westpac Group against any liability, injury, loss or damage which may be suffered, incurred or sustained by the Promoter or any member of the Westpac Group arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the Winner, or its use of the Prize, or its breach of these Conditions of Entry.
37. If a scrutineer is required by any relevant authority, the scrutineer will be appointed to confirm that the processes followed by the Promoter provide reasonable assurance that all persons who are entitled to participate in the Promotion are entered and that the Promotion is fair. In the event of a dispute, the scrutineer will act as an adjudicator and their decision will be final and no further correspondence will be entered into after the decision has been made.
38. Neither the Promoter nor any other member of the Westpac Group will be responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the internet.
39. If this Promotion is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment by reason of infection by computer virus, power failure, bugs, tampering, unauthorised intervention, fraud, or technical failures or any other causes which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion), the Promoter

reserves the right in its sole discretion to disqualify any individual who undermines the integrity or fair running of the Promotion for other Eligible Entrants, including by tampering with the Entry Procedure, and, after consulting with the relevant legislative authorities, to cancel, terminate, modify or suspend the Promotion.