

CONSUMER PROMOTION ("PROMOTION")

TERMS AND CONDITIONS

1. Information on how to enter this Promotion and Prize details form part of these Terms and Conditions of entry (**Terms**). These Terms apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The promoter is BPAY Pty Limited (ABN 69 079 137 518) of Level 1, 255 George Street, Sydney NSW 2000, Australia (Tel: 02 9646 9222) (**Promoter**).
3. The Promotion will be open from 00:00am Australian Eastern Daylight Time (**AEDT**) on 29 October 2017 and will close on 11:59pm (AEDT) on 9 December 2017 (**Promotion Period**).
4. Entry is open to Australian residents aged 18 years and over who are customers of an Australian financial institution which is a BPAY Scheme Member, excluding:
 - (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion (including suppliers of Prizes);
 - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 4(a) of these Terms;
 - (c) persons who have won a prize or prizes valued either individually or collectively at more than \$5,000 (including GST) in any Promotion run by or on behalf of the Promoter, within the 12 months prior to the commencement of the Promotion Period;
 - (d) persons who have used or attempted to use any more than one name in order to qualify to win a promotion run by or on behalf of the Promoter (except in the case of a legal change of name); and
 - (e) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,

(Eligible Entrants).

The persons referred to in paragraph 4(b) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion. By entering this Promotion you represent that you are eligible to enter.

5. To enter the Promotion, Eligible Entrants must, during the Promotion Period:
 - (a) Make one (1) payment (with a minimum value of AU\$10.00) using the BPAY payment service (**Qualifying Purchase**);
 - (b) Visit www.bpay.com.au/bpaybday (**Promoter's Website**) and complete the registration form in full, including the Eligible Entrant's name, email address, phone number, financial institution name, date of the one (1) BPAY payment and the BPAY Biller Code and Customer Reference Number for that payment;

(Eligible Entry).

6. Eligible Entrants may enter the Promotion as many times as they like, provided that a new Qualifying Purchase is made on each occasion. The use of any automated entry software of any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means invalid.

7. Eligible Entrants can only enter the Promotion in their own name.
8. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter. No responsibility will be taken for lost, late or misdirected entries or entries not received for any reason. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
9. Incomplete, illegible indecipherable or incorrect entries, or entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights (including intellectual property rights) are invalid.
10. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms.

Weekly Draws to win Minor Prizes

11. The Promoter will conduct six (6) weekly computerised draws (**Weekly Draws**) and one (1) Major Prize Draw.
12. Entries into the Weekly Draws open and close for each Weekly Draw on the dates and times outlined in the table below. Each Weekly Draw is conducted at the time and date outlined in the table below. The computerised draws will take place at MDSA Promotion Marketing, 15 Grosvenor Street, Neutral Bay NSW 2089 (02 9953 9633) (**Draw Location**). The Promoter will draw additional reserve entries and record them in order in case an invalid entry or ineligible Entrant is drawn.

| Weekly Draw number | Entries open | Entries close | Weekly Draw date |
|---------------------------|------------------------------------|------------------------------------|------------------------------------|
| 1. | 00:00am (AEDT) on 29 October 2017 | 11:59pm (AEDT) on 4 November 2017 | 11:00am (AEDT) on 6 November 2017 |
| 2. | 00:00am (AEDT) on 5 November 2017 | 11:59pm (AEDT) on 11 November 2017 | 11:00am (AEDT) on 13 November 2017 |
| 3. | 00:00am (AEDT) on 12 November 2017 | 11:59pm (AEDT) on 18 November 2017 | 11:00am (AEDT) on 20 November 2017 |
| 4. | 00:00am (AEDT) on 19 November 2017 | 11:59pm (AEDT) on 25 November 2017 | 11:00am (AEDT) on 27 November 2017 |
| 5. | 00:00am (AEDT) on 26 November 2017 | 11:59pm (AEDT) on 2 December 2017 | 11:00am (AEDT) on 4 December 2017 |
| 6. | 00:00am (AEDT) on 3 December 2017 | 11:59pm (AEDT) on 9 December 2017 | 11:00am (AEDT) on 11 December 2017 |

13. The Eligible Entrants with the first fifty (50) valid Eligible Entries drawn in each Weekly Draw will win a Minor Prize (**Minor Prize Winners**). For the avoidance of doubt, there will be a total of three hundred (300) Minor Prize Winners.
14. All winning and non-winning entries in each Weekly Draw will be entered into the Major Prize Draw.

15. The Minor Prize is a payment of \$100 (including GST) made by the Promoter on behalf of the Minor Prize Winner towards a bill or payment of the Minor Prize Winner's choosing via the BPAY payment system (**Minor Prize**).
16. The total prize pool for the Minor Prize consists of three hundred (300) BPAY payments, with a total value of \$30,000 (including GST).
17. The Minor Prize Winners will be notified by phone and in writing by email within 2 days of the relevant Weekly Draw.
18. The Promoter accepts no responsibility for any variation in the value of the Minor Prize, or for any tax liabilities that may arise from winning the Minor Prize.
19. The Minor Prize is not transferable and cannot be exchanged as cash. All other costs associated with the Minor Prize are the responsibility of the Minor Prize Winner.
20. The Minor Prize is available for redemption immediately after notification of winning. The Minor Prize must be redeemed by the Minor Prize Winners within eight (8) weeks of notification of winning the Minor Prize. The Minor Prize can only be redeemed via one (1) payment, and cannot be redeemed in instalments. The Minor Prize Winners forfeit any monies which are not redeemed within the one (1) payment, or within the eight (8) week redemption period. The Minor Prize Winners are responsible for making any additional payments if the payment due is more than the Minor Prize value.
21. If the Promoter is unable to contact a Minor Prize Winner to claim fulfilment of a Minor Prize within 3 months of the date that the Minor Prize Winner was notified, or the Minor Prize Winner cannot provide suitable proof as required by clause 36, the Promoter will award the Minor Prize to the next Eligible Entrant who submitted an Eligible Entry within the same Weekly Draw period who was not within the first fifty (50) Eligible Entries. The Promoter will use the reserve entries that it records for each Weekly Draw in order to identify the next eligible Minor Prize Winner. For the avoidance of doubt, the fifty-first (51st) Eligible Entry within that Weekly Draw will then be deemed a Minor Prize Winner, and so on.

Major Prize Draw to win Major Prizes

22. All Eligible Entries, including all Minor Prize Winners, will be eligible to win a Major Prize.
23. A computerised draw (**Major Prize Draw**) for the Major Prize will take place at 12.00pm (AEDT) on 11 December 2017 (**Major Draw Date**) at the Draw Location.
24. The Eligible Entrants with the first four (4) valid Eligible Entries drawn electronically will win a Major Prize (**Major Prize Winners**).
25. The Major Prize is a payment of \$5,000 (including GST) made by the Promoter on behalf of the Major Prize Winner towards a bill or payment of the Major Prize Winner's choosing via the BPAY payment system (**Major Prize**).
26. The total prize pool for the Promotion is **\$50,000** (including GST), consisting of three hundred (300) Minor Prizes and four (4) Major Prizes.
27. The Major Prize Winners will be notified by phone and in writing by email no later than 13 December 2017.
28. The Major Prize Winners' details will be published in The Australian newspaper on 20 December 2017.
29. The Promoter accepts no responsibility for any variation in the value of the Major Prize, or for any tax liabilities that may arise from winning the Major Prize.
30. The Major Prize is not transferable and cannot be exchanged as cash. All other costs associated with the Major Prize are the responsibility of the Major Prize Winner.

31. The Major Prize is available for redemption immediately after notification of winning. The Major Prize must be redeemed by the Major Prize Winners within six (6) months of notification of winning the Major Prize. The Major Prize Winners can redeem the Major Prize in instalments over the six (6) month period. The Major Prize Winners forfeit any monies which are not redeemed within the six (6) month redemption period. The Major Prize Winners are responsible for making any additional payments if the payment due is more than the Major Prize value.
32. If the Promoter is unable to contact a Major Prize Winner to claim fulfilment of the Major Prize by 11 March 2018 or a Major Prize Winner cannot provide suitable proof as required by clause 36, a computerised re-draw for the Major Prize will take place at 12:00pm (AEDT) on 12 March 2018 (**Re-draw Date**) at the Draw Location, subject to any written directions given by State and Territory gaming departments. The re-draw Major Prize winner will be notified by phone and in writing by email no later than 14 March 2018. The re-draw winner's details will be published in The Australian newspaper on 21 March 2018.
33. The Minor Prize and Major Prize (together, the **Prizes**) are redeemed by the Minor Prize Winner or Major Prize Winner (together, the **Winners**, or individually, a **Winner**) providing the Promoter with the BPAY Biller Code and Customer Reference Number of their chosen bill or payment. Major Prize Winners will also need to provide the Promoter with the value to be contributed to the bill or payment. The Winners can provide these details to the Promoter via telephone call at the number 1800 146 201.
34. The Minor Prize and Major Prize payments made by the Promoter can take up to ten (10) business days to be made. The Promoter is not liable for any late fees or loss incurred by the Winner.
35. The Promoter is not responsible for any unsuccessful payments as a result of the Winner's failure to provide an active or valid BPAY Biller Code or Customer Reference Number.
36. The Promoter reserves the right to request that a Winner provides proof of his / her Qualifying Purchase, identity, residency and / or age prior to awarding a Prize. Proof of Qualifying Purchase, identification, residency and /or age considered suitable for verification is at the discretion of the Promoter. In the event that the Winner cannot provide suitable proof, in the timeframe required by the Promoter, the Winner will forfeit the Prize and no substitute will be offered.
37. In the event that the Promoter is unable to supply the Prizes, the Promoter reserves the right to supply an alternative prize of the same or greater value, subject to any written directions given by State or Territory gaming departments.
38. The Promoter's decision is final on all matters and no correspondence will be entered into.
39. Winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the Prizes, free of charge, and they consent to the Promoter using the Winner's name and likeness in promotional material for an unlimited time and without remuneration.
40. Eligible Entrants agree and acknowledge that all entries and any intellectual property rights subsisting in their entries become and remain the property of the Promoter.
41. The Promoter collects personal information about entrants to include entrants in the Promotion and where appropriate award the Prizes. If the personal information requested is not provided, the entrant cannot participate in the Promotion. By participating in the Promotion, each Eligible Entrant consents to disclosing their personal information to the Promoter and the Promoter using and disclosing their personal information to the relevant authorities in the relevant States, the Promoter's related entities, the Promoter's agencies and other third parties engaged to provide services in connection with the Promotion (including suppliers of Prizes) for the following purposes:
 - (a) conducting the Promotion;
 - (b) contacting the entrant in relation to the Promotion;

- (c) publishing the Winners' names and State / Territory of residence in accordance with these Terms and as required under relevant legislation;
- (d) improving the Promoter's or the Promoter's related entities' goods and services; and
- (e) in the Promoter's and its agencies case, the purposes set out in the Promoter's privacy policy (available at <http://www.bpay.com.au/Privacy.aspx> or by writing to the Promoter at the address set out in paragraph 2 of these Terms).

The Eligible Entrant provides this consent until such a time as they withdraw their consent by giving notice to the Promoter. Eligible Entrants can also gain access to, update or correct any personal information held by contacting the Promoter at the details listed in paragraph 2 of these Terms. The Promoter's privacy policy also contains information about how Eligible Entrants can make a complaint. All personal information will be stored at the office of the Promoter.

- 42. The Promoter is not responsible for any technical malfunctions or problems with internet or network congestion, including injury or damage to a participant's or any other person's computer related to participation in this Promotion and problems with transmission of entries and / or emails over the internet, acts in violation of these terms and conditions, acts in a disruptive manner, or acts with the intent to annoy, abuse, threaten or harass any other person.
- 43. Acceptance and use of the Prize is subject to any terms and conditions imposed by those involved in providing goods and/or services as part of or in connection with the Prize (**Third Party Terms**). The Winners are responsible for complying with all applicable Third Party Terms, and bear all risk associated with failure to comply with any of them. The Promoter assumes no liability (and will provide no compensation) as a result of any failure to comply with any Third Party Terms.
- 44. All costs associated or arising in connection with participating in the Promotion and the Prize are the responsibility of the Eligible Entrants. Any costs associated with accessing the internet are the Eligible Entrant's responsibility, and depend on the internet service provider used.
- 45. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, in connection with this Promotion or as a result of accepting or using the Prizes, except for any liability which cannot be excluded by law.
- 46. If the Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from any applicable regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

Authorised under permit numbers: NSW Permit No. LTPS/17/18158, ACT Permit No. TP17/01952 & SA Licence No. T17/1846.