

## **“TEACHERS MUTUAL BANK LIMITED 1 OF 10 \$1,000 PRIZES” PROMOTION TERMS AND CONDITIONS**

Participation in this “Teachers Mutual Bank Limited 1 of 10 \$1,000 Prizes” (“**Promotion**”) is deemed acceptance of these Terms and Conditions. The promoter is Teachers Mutual Bank Limited (ABN 30 087 650 459) of 28-38 Powell Street Homebush NSW 2140 (“**Promoter**”). NSW Permit No. LTPS/19/37628 ACT Permit No. TP19/04085 SA Permit No. T19/1451

1. The Promotion commences at **12:01am AEDT** on 15/10/2019 and closes at **11:59pm AEDT** on 23/11/2019 (“**Promotional Period**”).
2. Entry is only open to individuals who satisfy the following eligibility criteria:
  - (a) Australian resident aged 18 years or over;
  - (b) hold a valid personal Visa Debit (with contactless payment functionality) issued by a Participating Financial Institution<sup>1</sup> (“**Visa Debit card**”). For clarity, Prepaid Visa Debit Cards are excluded and will not be considered for the purposes of the promotion.
  - (c) not an employee (or an immediate family) of the Promoter<sup>2</sup>;
  - (d) not an employee (or an immediate family) of Anisimoff Legal; and
  - (e) holds a current Visa Debit card account with no amount in arrears or overdue owing on the Visa Debit card account as at the draw date/time in order to claim a prize.
3. Incomplete transactions and transactions that are reversed or cancelled will be ineligible for entry.
4. The Promoter reserves the right, at any time in its sole discretion:
  - (a) to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence);
  - (b) to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion; and
  - (c) to determine the identity of the entrant if there is a dispute as to the identity of an entrant.
5. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

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<sup>1</sup> Participating Financial Institution means Teachers Mutual Bank; UniBank; Firefighters Mutual Bank; or Health Professional Bank.

<sup>2</sup> Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

6. To receive one (1) automatic entry into the draw, eligible individuals must complete one (1) purchase/transaction using their Visa Debit card during the Promotional Period (each a "**Qualifying Transaction**"). Entrants may make Qualifying Transactions by either tapping their Visa Debit card, using Visa contactless purchase/transaction with their mobile device or making an online purchase with their Visa Debit card, for purchases/transactions of any value. Transactions conducted by pressing the Savings, Cheque or Credit buttons and/or swiping or inserting a card, or over the phone, and balance inquires, transfers, deposits, withdrawals and change of PIN are excluded.
7. Multiple entries permitted. Each individual will be eligible to receive one (1) entry for every Qualifying Transaction made during the Promotional Period.
8. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 05/12/2019 at 10:00am AEDT. Anisimoff Legal, on behalf of the Promoter may also draw additional reserve entries and record them (in order) in case an invalid entry or ineligible cardholder is drawn, or if a drawn cardholder is unable to accept the prize. In the event of an invalid entry or an ineligible cardholder, or if the cardholder is unable to accept the prize, the prize will be awarded to the next valid reserve entry drawn.
9. Winners will be notified by telephone within two (2) business days of the draw and in writing, and their names will be published online on the relevant website applicable to the winner, being either [hpbank.com.au](http://hpbank.com.au); [fmbank.com.au](http://fmbank.com.au); [unibank.com.au](http://unibank.com.au); or [tmbank.com.au](http://tmbank.com.au) (depending on the Participating Financial Institution that issued their Visa Debit card) from 10/12/2019. In the event a winner is an SA resident their name will also be published in The Advertiser (SA) on 12/12/2019. All reasonable steps to notify the winner of the results of the promotion will be taken by the Promoter.
10. The Promoter's decision is final and no correspondence will be entered into.
11. The first ten (10) valid entries drawn will each win AU\$1,000 awarded in the form of an electronic transfer to the account used to make the Qualifying Transaction.
12. The total prize pool value is AU\$10,000. Prizes are not transferable or exchangeable and cannot be taken as cash.
13. If for any reason a prize remains unclaimed by 9:00am AEDT on 06/03/2020, the prize will be forfeited and a re-draw will take place at 10:00am AEDT on 09/03/2020 at the same place as the original draw, subject to any directions from a regulatory authority. Winners (if any) will be notified by telephone within two (2) business days of the re-draw and in writing, and their name will be published online on the relevant website applicable to the winner, being either **[hpbank.com.au](http://hpbank.com.au)**; **[fmbank.com.au](http://fmbank.com.au)**; **[unibank.com.au](http://unibank.com.au)**; or **[tmbank.com.au](http://tmbank.com.au)** (depending on the Participating Financial Institution that issued their Visa Debit card) from 11/03/2020. In the event a winner is an SA resident their name will also be published in the Advertiser (SA) on 13/03/2020. If an unclaimed prize draw winner does not take their prize by the time specified by the Promoter, then the prize will be forfeited.

14. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Promotion (including any outcome), and promoting any products and services distributed and/or supplied by the Promoter.
15. If this 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 a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
16. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
17. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the following; (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by the winner or entrant; or (f) the acceptance or use of a prize.
18. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [hpbank.com.au](http://hpbank.com.au); [fmbank.com.au](http://fmbank.com.au); [unibank.com.au](http://unibank.com.au); or [tmbank.com.au](http://tmbank.com.au).