

Trade Promotion: Schedule to Conditions of Entry

Promotion Name	Westpac Facebook promotions
Promotion type	Public (external)
Promotion style	Game of Skill
Promoter	The promoter is Westpac Banking Corporation ABN 33 007 457 141 tel 132 032 of 275 Kent Street, Sydney, NSW.
Relevant States	All Australian States and Territories
Entry Restrictions	Entrants must be aged 14 years or over
Promotion Period	Promotion period commences 1 May 2019 and closes 30 April 2020
Entry Procedure	During the Promotion Period, various promotions will be held on the Westpac Facebook page at <a href="https://www.facebook.com/Westpac">https://www.facebook.com/Westpac</a> . Each promotion will be a discrete promotion limited to that particular Facebook post only. Eligibility, prizes and closing times for discrete promotions will be outlined in particular Facebook posts (each an "Individual Facebook Post Promotion")
Maximum number of Entries	Limit of one entry per Individual Facebook Post Promotion.
Judging Details	As set out in the Individual Facebook Post Promotions.
Prize details	Prizes will be set out in the Individual Facebook Post Promotions.
Prize Restrictions	Any restrictions on Prizes will be set out in the Individual Facebook Post Promotion
Notification of Winner	Winner/s will be notified by tagging them in the Individual Facebook Post Promotion.
Publication details	Winner/s name/s will be published in the Individual Facebook Post Promotion.
Prize claim date	Winner/s must claim their Prize within one month of being tagged or the Prize will be forfeited.
Unclaimed Prize Draw	Unclaimed prizes will be forfeited if the Winner has not responded within one month from notification.
Additional terms	Claimed Prizes will be awarded to the winner/s within 28 days of the draw.
Promoter's Privacy Policy	The Promoter's privacy policy can be found at <a href="http://www.westpac.com.au/privacy/">http://www.westpac.com.au/privacy/</a>

**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 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.

**Facebook promotions (if applicable)**

14. Entry and continued participation in the Promotion is dependent on Eligible Entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php). This Promotion is in no

way sponsored, endorsed or administered by, or associated with, Facebook. Eligible Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an Eligible Entrant provides will only be used for the purposes outlined in these Conditions of Entry. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook.

#### **Instagram promotions (if applicable)**

15. Entry and continued participation in the Promotion is dependent on Eligible Entrants following and acting in accordance with the Instagram Terms of Use, which can be viewed at <https://help.instagram.com/478745558852511> <http://help.instagram.com/393313264071311/> This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Eligible Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an Eligible Entrant provides will only be used for the purposes outlined in these Conditions of Entry. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Instagram.

#### **Twitter promotions (if applicable)**

16. Entry and continued participation in the Promotion is dependent on Eligible Entrants following and acting in accordance with the Twitter Terms of Service, which can be viewed at <https://twitter.com/tos>. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter. Eligible Entrants understand that they are providing their information to the Promoter and not to Twitter. The information an Eligible Entrant provides will only be used for the purposes outlined in these Conditions of Entry. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Twitter.

#### **Determining and notifying Winners**

17. 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.
18. 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.
19. 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**

20. 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.
21. Prizes are not transferable, exchangeable, or redeemable for cash.
22. 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 be liable for any gift card or voucher that has been lost, stolen, forged, damaged or tampered with in any way.
23. 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 be liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
24. If a Prize includes travel, the Winner and any travelling companion must travel at the same time, must depart from the same capital city or departure destination specified in the Prize Details (where applicable), and are responsible for transport from their residence to their nearest capital city for flight departure. Air tickets are for travel on the regular scheduled services of each airline and are subject to seasonal embargos. Flight itineraries may need to be adjusted depending on an airline's departure city and their current flight schedule. Frequent Flyer points are not available from any airline in respect of flights awarded under this Promotion. A credit card imprint or cash deposit may be required from the Winner at check-in to the hotel, which may be used in relation to incidental charges (which are not included in the Prize). Once accommodation vouchers are issued in respect of this Promotion they are non-changeable. It is the travellers' personal responsibility to ensure that they have valid travel documentation, including but not limited to valid passports and relevant visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers. Unless stated otherwise in the Schedule, travel insurance does not form part of the Prize, and it is the travellers' personal responsibility to ensure they have valid travel insurance. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination that may impact the travellers. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade. Travel must be taken at the time specified in the Schedule by the Promoter and must coincide with the dates specified in these Conditions of Entry. If a Winner or any travelling companion is, for whatever reason, unable to travel on a nominated date, or does not take an element of the Prize within the time stipulated by the Promoter, then that element of the Prize will be forfeited by the Winner. Cash will not be awarded in lieu of the forfeited Prize or any element thereof.

#### **Claiming Prizes**

25. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
26. 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)**

27. If this Promotion is a Game of Skill; chance plays no part in determining the winner.
28. 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.
29. 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.
30. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an Entrant's entry.
  31. 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).
  32. 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.
  33. 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

34. 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".
35. 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.
36. 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.
37. 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](http://www.ato.gov.au).
38. 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.
39. 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 conditions 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.
40. 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.
41. 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.
42. 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.
43. 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.