

TERMS AND CONDITIONS OF ENTRY INTO WESTPAC SMALL BUSINESS GRANT PROMOTION (THE “PROMOTION”)

- Information on how to enter and prize details form part of these terms and conditions; however, to the extent that there is any inconsistency between these terms and conditions and any other published material, these terms and conditions will prevail. By participating in this Promotion, each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding. This Promotion is a game of skill; chance plays no part in determining the winner.
- The promoter is Westpac Banking Corporation ABN 33 007 457 141 of 275 Kent Street, Sydney, NSW (“Westpac” or the “Promoter”), tel: 132 032. 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”.
- The Promotion commences at 12.01am Eastern Standard Time (“EST”) on 16 April 2012 and closes at 11.59pm EST on 31 May 2012 (the “Promotion Period”).
- Entry is open to all Australian small business owners who submit a valid entry in accordance with clause 5 during the Promotion Period (an “Eligible Entrant”). Employees and contractors of the Westpac Group and their immediate families are ineligible to enter.
- To enter this Promotion, an Eligible Entrant must, during the Promotion Period:
 - obtain an application form from their local participating Westpac branch, or online at www.westpac.com.au/grant;
 - complete an application form with their business name and contact details;
 - select one of the three categories (each a “Category”) for your business and respond to the question, “Why are you a leader in this Category?” in one hundred words or less; and
 - submit the application form at their local Westpac branch or online at www.westpac.com.au/grant, (an “Entry”). No responsibility will be accepted by the Promoter for lost, late, incomplete, illegible, or misdirected Entries. Entries will be allocated into Regions. There are 21 Regions, allocated by postcodes as follows:

Sydney CBD

| | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|
| 2000 | 2007 | 2015 | 2026 | 2022 | 2034 | 2028 | 2027 | 2032 | 2035 | 2020 |
| 2021 | 2011 | 2031 | 2029 | 2010 | 2131 | 2041 | 2111 | 2040 | 2204 | 2127 |

Western Sydney

| | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|
| 2042 | 2046 | 2112 | 2113 | 2114 | 2115 | 2118 | 2120 | 2121 | 2122 | 2129 |
| 2134 | 2135 | 2138 | 2142 | 2144 | 2145 | 2147 | 2148 | 2150 | 2153 | 2154 |
| 2155 | 2158 | 2160 | 2161 | 2750 | 2753 | 2756 | 2760 | 2770 | 2777 | 2780 |

South West Sydney

| | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|
| 2164 | 2165 | 2166 | 2170 | 2200 | 2212 | 2560 | 2565 | 2567 | 2570 |
|------|------|------|------|------|------|------|------|------|------|

ACT

| | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|
| 2600 | 2601 | 2602 | 2603 | 2606 | 2609 | 2617 | 2620 | 2900 | 2912 |
|------|------|------|------|------|------|------|------|------|------|

North Coast NSW

| | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|
| 2428 | 2430 | 2440 | 2443 | 2444 | 2450 | 2460 | 2463 | 2470 | 2478 | 2480 |
| 2481 | 2484 | 2487 | 2899 | | | | | | | |

Newcastle & Central Coast

| | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|
| 2250 | 2251 | 2256 | 2257 | 2259 | 2260 | 2261 | 2263 | 2264 | 2280 | 2282 |
| 2283 | 2287 | 2290 | 2291 | 2300 | 2303 | 2305 | 2315 | 2320 | 2323 | 2324 |

Melbourne CBD

| | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|
| 3000 | 3004 | 3008 | 3011 | 3016 | 3020 | 3021 | 3023 | 3025 | 3028 | 3030 |
| 3032 | 3038 | 3039 | 3041 | 3042 | 3043 | 3047 | 3051 | 3053 | 3056 | 3058 |
| 3061 | 3065 | 3067 | 3070 | 3072 | 3073 | 3075 | 3076 | 3079 | 3082 | 3083 |
| 3084 | 3088 | 3095 | 3104 | 3105 | 3108 | 3109 | 3111 | 3121 | 3124 | 3141 |
| 3142 | 3144 | 3181 | 3182 | 3183 | 3205 | 3207 | 3337 | 3429 | 3437 | 3757 |

Southern VIC

| | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|
| 3101 | 3103 | 3116 | 3122 | 3125 | 3128 | 3130 | 3131 | 3133 | 3134 | 3136 |
| 3140 | 3147 | 3148 | 3149 | 3150 | 3152 | 3153 | 3155 | 3156 | 3163 | 3166 |
| 3168 | 3170 | 3171 | 3173 | 3175 | 3178 | 3185 | 3186 | 3188 | 3192 | 3193 |
| 3194 | 3195 | 3196 | 3198 | 3199 | 3202 | 3204 | 3802 | 3805 | 3806 | 3912 |
| 3915 | 3930 | 3931 | 3939 | 3977 | | | | | | |

West Coast VIC

| | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|
| 3214 | 3216 | 3218 | 3219 | 3220 | 3226 | 3228 | 3250 | 3280 | 3300 | 3305 |
| 3340 | | | | | | | | | | |

Brisbane CBD

| | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|
| 4000 | 4005 | 4006 | 4007 | 4012 | 4014 | 4017 | 4021 | 4030 | 4032 | 4034 |
| 4035 | 4053 | 4054 | 4060 | 4064 | 4066 | 4068 | 4069 | 4074 | 4077 | 4078 |
| 4101 | 4103 | 4109 | 4110 | 4114 | 4116 | 4118 | 4122 | 4127 | 4129 | 4151 |
| 4152 | 4157 | 4163 | 4165 | 4170 | 4178 | 4207 | 4210 | 4212 | 4300 | 4301 |
| 4304 | 4305 | 4500 | 4504 | 4509 | | | | | | |

Gold Coast

| | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|
| 2486 | 4211 | 4214 | 4215 | 4216 | 4217 | 4218 | 4220 | 4221 | 4225 | 4226 |
|------|------|------|------|------|------|------|------|------|------|------|

Sunshine Coast

| | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|
| 4506 | 4507 | 4519 | 4551 | 4556 | 4558 | 4560 | 4565 | 4567 | 4573 | 4575 |
|------|------|------|------|------|------|------|------|------|------|------|

Perth CBD

| | | | | | | | |
|------|------|------|------|------|------|------|------|
| 6000 | 6004 | 6005 | 6008 | 6009 | 6010 | 6011 | 6014 |
|------|------|------|------|------|------|------|------|

Regional South

| | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|
| 6220 | 6225 | 6230 | 6255 | 6258 | 6280 | 6285 | 6317 | 6324 | 6330 |
|------|------|------|------|------|------|------|------|------|------|

Regional North West

| | | | | | | | | |
|------|------|------|------|------|------|------|------|------|
| 6525 | 6530 | 6707 | 6714 | 6720 | 6721 | 6725 | 6751 | 6798 |
|------|------|------|------|------|------|------|------|------|

Adelaide CBD

| | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|
| 5000 | 5007 | 5013 | 5015 | 5021 | 5031 | 5039 | 5045 | 5047 | 5051 | 5061 |
| 5062 | 5065 | 5067 | 5074 | 5085 | 5092 | 5095 | 5108 | 5152 | 5158 | 5161 |
| 5169 | 5251 | | | | | | | | | |

SA Country

| | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|
| 5118 | 5211 | 5253 | 5268 | 5290 | 5341 | 5352 | 5540 | 5600 | 5606 | 5700 |
| 5723 | | | | | | | | | | |

NT Darwin

| | |
|------|------|
| 0800 | 0830 |
|------|------|

NT Winnellie

| | |
|------|------|
| 0810 | 0820 |
|------|------|

Hobart

| | | | | | | |
|------|------|------|------|------|------|------|
| 7000 | 7005 | 7009 | 7010 | 7018 | 7050 | 7172 |
|------|------|------|------|------|------|------|

Launceston

| | |
|------|------|
| 7249 | 7250 |
|------|------|

6. Multiple Entries are not permitted. Eligible Entrants will only receive one entry into the draw for the first valid Entry submitted during the Promotion Period. All subsequent Entries will be discarded.
7. There are sixty three (63) prizes available in total, one prize for each Category within each Region. Each prize consists of a cash grant valued at \$1,500 each at time of publication (the "Prize"). The total retail value of all Prizes offered under this Promotion is \$94,500 at time of publication. The Promoter takes no responsibility for any variation in the Prize value. The Prize is not transferable or exchangeable.
8. The winning Entries will be those determined to be the most original and viable, as judged by a panel of judges appointed by the Promoter, and the sixty three (63) Eligible Entrants that submitted a winning Entry will be declared a winner (the "Winners"). Judging of all Entries will be conducted between 1 June 2012 and 5 June 2012 (the "Judging"). The judges' decision will be final and no correspondence will be entered into. The judges, at their discretion, may allocate fewer than the number of Prizes stated above (including in circumstances where insufficient Entries are received or Entries are judged to be of a poor standard). The allocation of the Prize to the Winner is final and the Promoter will not enter into any correspondence in relation to the Prize or the Promotion.
9. The Winners will be notified by telephone using the number disclosed on the Entry form and by email/mail to the address disclosed on the Entry form by 11 June 2012. In the event the Winner can not be contacted on this day, the Promoter will continue to attempt to contact the Winner up until the Prize claim deadline outlined in these terms and conditions. Eligible Entrants are responsible for keeping the Promoter informed of any changes to their contact information during and immediately following the Promotion Period.
10. The Winners will be contacted to arrange delivery of the Prize.
11. Winners 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.
12. If any Prize is not claimed by 31 July 2012, the Promoter may conduct such further judging of the Entries received as may be necessary to apportion all such unclaimed Prize. Any subsequent judging will take place at the same place as the original Judging, by the same panel of judges. The winner will be notified by telephone using the number disclosed on the Entry form and by email to the address disclosed on the Entry form on or around 6 August 2012.
13. 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 terms and conditions.
14. Nothing in these terms and conditions 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. If any guarantee, warranty, term or conditions implied or imposed under the Australian Consumer Law or any other applicable legislation in relation to any prizes awarded under these terms and conditions 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:
 - i. the replacement of the prize or the supply of an equivalent prize,
 - ii. the repair of the prize,
 - iii. the supplying of the prize again,
 - iv. the payment of the cost of replacing the prize or of acquiring an equivalent prize,
 - v. the payment of the cost of having the prize repaired; or
 - vi. the payment of the costs of having the prize supplied again.
15. 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 participant'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 terms and conditions.
16. 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 into 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 all applicable laws in Australia. The Promoter's privacy policy can be found at <http://www.westpac.com.au/privacy/> Your information will not be used to contact you for marketing purposes.

17. 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.
18. 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.
19. 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, unauthorized 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 funning of the Promotion for other entrants, including by tampering with the entry process, and, after consulting with the relevant legislative authorities, to cancel, terminate, modify or suspend the Promotion.