

Conditions of Entry

Information on how to enter this promotion forms part of these Conditions of Entry. Entries not made in accordance with the Conditions of Entry will be disqualified.

Section 1: General information

1. The promoter is Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo VIC 3550. ABN 11 068 049 178 AFSL 237879.
2. Competition permit numbers: ACT: TP 10/02723.1 NSW: LTPS/10/05869
3. The promotion will commence at 12.01am on 1 August 2010 and will close at 12.00pm on 30 September 2010. All references to time are to Australian Eastern Daylight Savings Time.
4. A qualifying transaction ('purchase') means any transaction made: (a) using a Bendigo Bank Just Business MasterCard Credit Card or a Bendigo Bank Business Blue Debit MasterCard for any Australian or overseas transaction; (b) for retail purchases and BPAY®; (c) by pressing the 'credit' button at the merchant terminal in Australia (overseas transactions will be directed to credit automatically). The following transactions are not qualifying transactions: (i) a transaction which has been reversed or cancelled within seven days of being posted to your Bendigo Bank Just Business MasterCard Credit Card or Bendigo Bank Business Blue Debit MasterCard account and (ii) Bendigo Bank Just Business MasterCard Credit Card or Bendigo Bank Business Blue Debit MasterCard cash advances and ATM withdrawals.

Section 2: Eligibility

5. To be eligible to enter the promotion you must:
 - Be 18 years of age or older;
 - Have a principal address in Australia excluding Norfolk Island, Christmas Island and the Cocos (Keeling) Islands; and
 - Hold a Bendigo Bank Just Business MasterCard Credit Card or a Bendigo Bank Business Blue Debit MasterCard.
6. Notwithstanding Clause 5 above, you are not eligible to enter the promotion if you are an employee of the Promoter, a **Community Bank® company** or if your Bendigo Bank Just Business MasterCard Credit Card or Bendigo Bank Business Blue Debit MasterCard is cancelled, closed, suspended or in default at any time during the promotion period.

Section 3: Promotion

7. Subject to you being eligible as described in Section 2, you may enter the Promotion by making a qualifying transaction (\$1 minimum purchase required) during the promotion period. Each qualifying transaction automatically qualifies you for one entry into the prize draw.
8. The Prize Draw will be conducted at The Bendigo Centre, Bendigo VIC 3550 on 8 October 2010 at 12 noon by a representative of the Promoter.

Section 4: Determination of prize winner and details of prize

9. There is one prize to be awarded in this Promotion.
10. The total prize to be awarded is valued at AUD \$1,500 and is made up of:
 - A \$500 Officeworks voucher.
 - A Big Office Party Hamper valued at \$500 plus delivery. Hamper consists of two Reidel Champagne Glasses, a Stainless Steel Ice Bucket, Moet Chandon 750ml, Veuve Clicquot Brut 750ml, Caramelised Cashews & Peanuts 75g, Morish Peanuts 100g, Melting Moments 120g, Coffee Shots Chocolate Coated Coffee Beans 30g, Petites Macadamia Honey Roast 100g, Charlies Cookies Triple Rich Choc Chip 110g, Morish Peanut Brittle 150g, Wild Lime Cordial 375ml, Ashmore's Strawberries & Cream 50g, Macadamia Bliss Bar 85g, Miss Sweetie Fruit Salad Days 125g, Cafe Latte Rock 100g, Carrs Water crackers With Black Pepper 125g, Hot & Crunchy Madras Curried Nuts 75g, White Chocolate Raspberry Bullets 75g, Vittoria Espresso Gourmet Ground 50g, Macadamia Royal 22g, Spicy Chilli Tomato Chutney 165g.
 - A gourmet lunch catered and delivered to your office on a day of your choice up to the value of \$500.
11. The Prize is subject to the following conditions:
 - The prize or any portion of the prize cannot be exchanged or transferred (whether separately or collectively) and cannot be taken as cash, unless stipulated otherwise.
 - If the Prize or receipt of it incurs a tax liability, the prize winner is liable for payment of such tax.
 - The conditions set out in Clauses 13 and 16

Section 5: Prize winner

If you win a prize the clauses in this section apply to you.

12. The prize winner's name will be published in the Public Notices section of The Australian on 15 October 2010.
13. If your name is drawn as a prize winner you will be contacted by telephone and in writing. The Promoter will contact you to:

- Notify you that you are a prize winner subject to confirmation that you are eligible to receive the prize in this promotion under the Conditions of Entry.
 - Confirm whether you wish to claim the prize.
 - Arrange delivery of the prize.
14. For any prize not claimed by 5 November 2010 the Promoter will conduct a further draw at The Bendigo Centre, Bendigo VIC 3550 on 5 November 2010 at 12 noon. The first valid entry drawn will be awarded the unclaimed prize.
 15. The Promoter will contact and verify the redraw prize winner in the manner set out in Clause 13. Only if the prize winner from the redraw is eligible will his/her name be published in The Australian on 12 November 2010. In the event that any redrawn prize winner is not eligible, the Promoter will conduct a further redraw until the prize has been awarded (subject to any further regulatory directions).
 16. In accepting a prize awarded in this promotion, you agree to participate in any publicity arrangements made by or on behalf of the Promoter. You further acknowledge that the Promoter reserves the right to use your name, photograph and address for future promotional or publicity activity without any payment being made to you.

Section 6: General conditions

This section applies to you, whether you are an entrant to the Promotion or a prize winner.

17. The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
18. To the fullest extent permissible by law, you agree to release the Promoter from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by you in connection with your participation in the Promotion and, if you are a prize winner, your use of the prize. Except for any liability that cannot be excluded by law, 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, including, but not limited to, where arising 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; or (d) use of a Prize.
19. The Promoter will not be responsible for any act, omission, failure or delay by the Promoter which is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts which are not reasonably within the control of the Promoter.
20. In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.
21. During the course of the promotion, the Promoter may collect your personal information (including your name, address and telephone number). This will be collected so the Promoter is able to conduct the prize draw, to publish the results of the Promotion, to publicise the Promotion, and if you are a prize winner, to contact you and/or arrange for you to receive your prize. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. [Is it intended to use the personal information of competition entrants for future direct marketing purposes? If so, should include an opt out, eg "If you do not wish your personal information to be used for direct marketing purposes in the future, you should contact the Promoter". Otherwise, this sentence should be deleted]. Entrants should direct any request to access, update or correct information to the Promoter.
22. The Promoter may be contacted by calling 1300 366 666.