

Bendigo Bank Prizes on Tap Terms & Conditions ("Conditions of Entry")

Schedule									
Promotion:	Bendigo Bank Prizes on Tap								
Promoter:	Bendigo and Adelaide Bank Ltd ABN 11 068 049 178, The Bendigo Centre - 22 Bath Lane, Bendigo, VIC 3550, Australia. Ph: 1300 236 344								
Promotional Period:	Start date: 01/07/19 at 12:01 am AEST End date: 31/08/19 at 11:59 pm AEST								
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over and who are a Bendigo Bank Debit or Credit Mastercard account holder.								
How to Enter:	<p>To enter the Promotion, the entrant must complete an Eligible Transaction with their Bendigo Bank Debit or Credit Mastercard, during the Promotional Period.</p> <p>Entry will be automatically recorded on purchase.</p> <p>Bonus Entries</p> <ul style="list-style-type: none"> • Apply for and open a Bendigo Bank Debit Mastercard during the promotional period to receive 50 extra entries. • Apply for and be approved a Bendigo Bank credit card during the promotional period to receive 50 extra entries. • Provision a Bendigo Bank debit or credit Mastercard to a digital wallet (Apple Pay, Samsung Pay, Google Pay, Fitbit Pay, Garmin Pay) to receive 50 extra entries. • Make an eligible purchase using a digital wallet (Apple Pay, Samsung Pay, Google Pay, Fitbit Pay, Garmin Pay) to receive 2 extra entries. 								
Eligible Transactions:	<ul style="list-style-type: none"> • Bendigo Bank Debit and Credit Mastercard holders will automatically be awarded one entry into the Promotion for each Qualifying Transaction made. • Multiple entries are accepted. However, each entry must be based on a separate Qualifying Transaction and must separately and independently comply with these Terms and Conditions. • The following conditions must be met in order for a purchase to be a Qualifying Transaction: <ul style="list-style-type: none"> ○ The purchase must be made during the Promotional Period. ○ The purchase may be made online, at point of sale or over the phone using a valid Bendigo Bank Mastercard debit or credit card at any Australian or overseas merchant that accepts payment by Mastercard. ○ Purchases must be a minimum of \$0.99 ○ The Bendigo Bank account used must not be cancelled, closed or suspended during the Promotional Period. ○ The Bendigo Bank account must not be in default on the date a purchase is made otherwise it will not be a Qualifying Transaction. ○ The following are not Qualifying Transactions: <ul style="list-style-type: none"> • Cash out transactions • Any transactions which have been reversed or cancelled • Cash advances • ATM withdrawals • BPAY payments • Pay Anyone payments • Transactions deemed inappropriate to the intention of this Promotion including any transactions completed in the following Merchant Category Codes: <table border="1" style="margin-left: 40px; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">MCC</th> <th style="text-align: center;">Definition</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">5912</td> <td>Pharmacy</td> </tr> <tr> <td style="text-align: center;">5993</td> <td>Cigar Stores</td> </tr> <tr> <td style="text-align: center;">5999</td> <td>Firearms, Ammunition Stores</td> </tr> </tbody> </table>	MCC	Definition	5912	Pharmacy	5993	Cigar Stores	5999	Firearms, Ammunition Stores
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5912	Pharmacy								
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5999	Firearms, Ammunition Stores								

	5099	Firearms, Ammunition
	5945	Gaming
	7995	Gambling
	7273	Escort Services
	Entrants are responsible for ensuring that their contact details on file with the Promoter are accurate and up to date.	
Entries permitted:	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above.	
Total Prize Pool:	AUD \$80,395.39	

Prize Description	Number of this prize	Value (per prize)	Winning Method
<p>Grand Prize: The Grand Prize is an electronics prize pack which consists of the following items:</p> <ul style="list-style-type: none"> • 1 x Dyson V11 Absolute vacuum cleaner; • 1 X Dyson Supersonic hairdryer; • 1 x Dyson Pure Cool desk fan • 1 x Samsung Series 8 RU8000 55' 4K TV • 1 x Samsung Galaxy S4 10.5 WiFi 64GB tablet; • 1 x Samsung Gear S3 smart watch • 1 X Google Home assistant; • 1 x Bose Soundbar 700; • 1 x Bose SoundSport wireless headphones; • 1 x Bose Microlink speaker; • 1 x Bang & Olufsen Beoplay H4 Wireless Bluetooth over ear wireless headphones; • 1 x Nintendo Switch console, control and Super Mario Odyssey; and • 1 x Fitbit Versa smart watch. 	1	AUD\$9,935.39	Draw: computerised random selection - 06/09/19 at 02:30 pm AEST
Prize 2: The prize is a Samsung Galaxy S10e 128GB smart phone.	10	AUD\$1,199.00	Draw: computerised random selection - 06/09/19 at 02:30 pm AEST
Prize 3: The prize is a Samsung Gear S3 smart watch.	10	AUD\$399.00	Draw: computerised random selection - 06/09/19 at 02:30 pm AEST
Prize 4: The prize is a Fitbit Versa smart watch.	10	AUD\$299.00	Draw: computerised random selection - 06/09/19 at 02:30 pm AEST
Prize 5: The prize is a \$250 JB Hi-Fi gift card.	200	AUD\$250.00	Draw: computerised random selection - 06/09/19 at 02:30 pm AEST
Prize 6: The prize is a Google Home assistant.	10	AUD\$149.00	Draw: computerised random selection - 06/09/19 at 02:30 pm AEST
Prize Conditions:	<ul style="list-style-type: none"> • Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card. • Prizes are subject to availability. If a prize is not available, the Promoter will substitute the prize with a prize of equal value. The substituted prize will be chosen by the Promoter in its sole discretion. 		

Winner notification:	The winners will be contacted by using the contact details on file, includes in writing with the promoter within two (2) business days of the draw. The winners will be published in The Australian on 13/09/19.
Unclaimed Prizes:	Prizes must be claimed by 06/12/19 at 02:30 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 07/12/19 at 02:30 pm AEDT at Plexus, 411 Collins Street, Melbourne VIC 3000. The winners of the redraw will be notified by using the contact details on file, includes in writing, with the promoter within two (2) business days of the redraw. The winners will be notified publicly (and their details published) in The Australian by 16/12/19.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Draw:
 - a) The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 02:30 pm AEST on 06/09/19 using computerised random selection.
 - b) The Grand Prize will be drawn first and the other minor prizes will be drawn in descending order of value.
 - c) The draw conductor may draw additional reserve entries in case an ineligible entry or entrant is drawn.
 - d) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
12. No entry fee is charged by the Promoter to enter the Promotion.
13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.bendigobank.com.au/public/privacy-policy/full-privacy-policy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by

the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
16. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
26. Authorised under: ACT Permit No. TP19/03529, NSW Permit No. LTPS/19/35316 and SA Permit No. T19/946.