

## TERMS AND CONDITIONS

### TALKBANK MONTHLY PRIZE DRAW

1. The Promoter of the TalkBank Monthly Prize Draw (**Promotion**) is Police Financial Services Limited ABN 33 087 651 661 trading as BankVic (AFSL & Australian Credit License 240293) of Level 3/215 Spring Street, Melbourne Victoria 3000 (**Promoter**).
2. The promotion commences 1 October 2017, at 12:00am AEST and closes on 30 September 2018 at 11:59pm AEST (**Promotion Period**). Entries received by the Promoter after the Promotion Period are ineligible to participate in the Promotion.
3. By entering the Promotion, participants are deemed to accept these terms and conditions (**Terms and Conditions**).
4. Information on how to enter and prize details form part of these Terms and Conditions. If there is any conflict between these Terms and Conditions and any other published material, these Terms and Conditions prevail to the extent of any inconsistency.

### ELIGIBILITY & PARTICIPATION

5. The Promotion is open to Australian residents who:
  - a. are aged 18 years and over;
  - b. are an existing BankVic member; and
  - c. who are signed up as a valid and current member of TalkBank(**Eligible Person**)
6. The Promoter reserves the right at its discretion to determine the identity of the Eligible Person if there is a dispute as to the identity of the Eligible Person.
7. Directors and employees (and their immediate families) of the Promoter and its agents are ineligible to enter.

### HOW TO ENTER

8. Eligible Persons will be automatically entered into the relevant monthly prize draw upon completing a TalkBank survey (**Member Survey**), in the relevant month during the Promotion Period.

### ELIGIBLE ENTRY

9. An Eligible Person who submits an entry during the Promotion Period in accordance with clause 8 and these Terms and Conditions will receive one (1) entry in the Promotion (Eligible Entry). Only one (1) Eligible Entry is permitted per Eligible Person.
- 10.
11. The Promoter reserves the right, at any time, in its sole and absolute discretion to verify the validity of entries and Eligible Persons (including their identity, age and place of residence) and reserves the right, in its sole discretion to disqualify any Eligible Person 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. 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.

## PRIZES

12. There are a total of sixty (60) prizes to be awarded during the Promotion Period, each being a \$50 cash deposit into the winner's nominated BankVic bank account.
13. The total prize pool value is AUD\$3,000.
14. Each cash prize will be deposited into the winner's nominated BankVic bank account within seven (7) days of the Prize winner, responding in the manner and within the timeframe set out in the notification or by telephone (as applicable), provided by BankVic informing them of the fact they are a Prize winner and requesting them to nominate the account into which the cash prize will be deposited. Failure to respond as required, or at all, will result in the Prize winner forfeiting the Prize.

## PRIZE DRAW

15. There will be twelve (12) prize draws running monthly throughout the Promotion Period. Entries open and close for each draw on the dates and time specified in the table below.
16. All prize draws will take place as at 10am AEST at the Head Office of BankVic, Level 3/215 Spring Street, Melbourne, VIC, 3000 on the dates and times specified in the table below (Draw Dates).

Prize Draw #	Entries Open	Entries Close	Prize Draw Date
1	12:00am 1 October 2017	11:59pm 31 October 2017	10am AEST 1 November 2017
2	12:00am 1 November 2017	11:59pm 30 November 2017	10am AEST 1 December 2017
3	12:00am 1 December 2017	11:59pm 31 December 2017	10am AEST 2 January 2018
4	12:00am 1 January 2018	11:59pm 31 January 2018	10am AEST 1 February 2018
5	12:00am 1 February 2018	11:59pm 28 February 2018	10am AEST 1 March 2018
6	12:00am 1 March 2018	11:59pm 31 March 2018	10am AEST 2 April 2018
7	12:00am 1 April 2018	11:59pm 30 April 2018	10am AEST 1 May 2018
8	12:00am 1 May 2018	11:59pm 31 May 2018	10am AEST 1 June 2018
9	12:00am 1 June 2018	11:59pm 30 June 2018	10am AEST 2 July 2018
10	12:00am 1 July 2018	11:59pm 31 July 2018	10am AEST 1 August 2018
11	12:00am	11:59pm	10am AEST

	1 August 2018	31 August 2018	3 September 2018
12	12:00am 1 September 2018	11:59pm 30 September 2018	10am AEST 2 October 2018

17. There will be 5 winners per Prize Draw, with each prize valued at AUD\$50.
18. The winners for the respective monthly Prize draw will be the first five (5) valid and Eligible Entries drawn by electronic random selection from the cumulative pool of Eligible Entries.
19. Prize winners are not eligible for more than one (1) Prize per month
20. Prize winners will be notified 48 hours of the Prize Draw by phone and by email via the TalkBank portal. Winners' names will also be published on the TalkBank Portal. To accept the Prize, Prize winners must respond to the notification in the manner and within the timeframes set out in the notification or by telephone (as applicable), provided by BankVic informing them of the fact they are a Prize winner. Failure to respond as required, or at all, will result in the Prize winner forfeiting the Prize.
21. If any Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or part thereof) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
22. If any Prize is unclaimed or forfeited, the winner is disqualified for any reason or the Prize winner is unable to satisfy these Terms and Conditions, the Promoter will conduct a redraw at the Head Office of BankVic, Level 3/215 Spring Street, Melbourne, VIC, 3000 on 1 October 2018 at 10am AEST, subject to any directions from a regulatory authority. Re-draw Prize winners, if any, will be announced and notified on the day of the respective re-draw by phone and on the TalkBank portal. To accept the Prize, re-draw Winners must respond to the notification in the manner and within the timeframe set out in the notification letter or by telephone (as applicable).
23. In the case that the Prize winner forfeits their Prize in accordance with clause 19, no other compensation will be provided.
24. The Promoter accepts no responsibility for any late, lost or misdirected entries.
25. It is the responsibility of the entrant to provide correct and accurate contact details, including names, address and contact phone numbers.
26. Incomplete or indecipherable entries will be deemed invalid.
27. The Promoter is not responsible for any ancillary costs incurred by accepting the Prize, entering the Promotion or redemption of the Prize.
28. Any ancillary costs associated with redeeming the Prize are not included. Redemption of the Prize is subject to any terms and conditions of the issuer including those specified on the Prize.
29. Any and all decisions of the Promoter in relation to any aspects of the Promotion are final and binding on every Eligible Person and no correspondence will be entered into by the Promoter.

## THE PROMOTER LIABILITY

30. The Promoter and its agents will not be liable for any losses or damages whatsoever (including) but not limited to direct or consequential loss or personal injury suffered

or sustained, in connection with the Promotion, the receipt, acceptance or use of the Prize or any act or omission (whether negligent or not) of the Promoter or its agents, employees and contractors, except for any liability that cannot be excluded by law.

31. The Promoter is not responsible for any failure of equipment or programming associated with or utilised in the Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of the Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of applications or entries.
32. The Promoter and its agencies do not accept liability for any error or omission that may result in an Eligible Entry not participating in the prize draw.
33. The Prize winners must, on request by the Promoter, be able to provide evidence which, to the reasonable satisfaction of the Promoter, demonstrates that the winner is an Eligible Entrant and has complied with these Terms and Conditions.
34. If for any reason the Promotion is not capable of running as planned due to infection of data by computer viruses, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual from participating in this Promotion, and subject to any written directions from a regulatory authority, cancel, terminate, modify or suspend the Promotion.
35. 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 this Promotion (including any outcome), and promoting any products or services, distributed and/or supplied by the Promoter.
36. 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 [http://bankvic.com.au/\\_data/assets/pdf\\_file/0011/7031/privacy-policy.pdf](http://bankvic.com.au/_data/assets/pdf_file/0011/7031/privacy-policy.pdf). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.