

# Online Statements Promotion

Conditions of Entry



**Determined** to be different

1. Information on how to enter and prize details, set out in all communications regarding the Commonwealth Bank of Australia Online Statements Promotion (the "**Promotion**") form part of these Conditions of Entry. Entry into this Promotion and the acceptance or receipt of a prize by a winner is deemed as acceptance of these Conditions of Entry.
2. The promoter is the Commonwealth Bank of Australia ABN 48 123 123 124 of 48 Martin Place, Sydney NSW 2000, telephone 13 2221 (the "**Promoter**").
3. The Promotion commences at 12.01am (Sydney time) on 5 May 2008 and closes at 11.59pm (Sydney time) on 27 July 2008 ("**Promotion Period**").
4. Entry into the Promotion is open to individuals who satisfy the following eligibility requirements ("**Eligibility Requirements**"):
  - (a) Are over 18 years of age and a resident of Australia;
  - (b) Have a NetBank registered account;
  - (c) Have not previously been awarded a prize under this Promotion; and
  - (d) Are not employees of the Promoter or the Promoter's related entities directly involved in the Promotion (as determined by the Promoter) and their immediate family members.
5. To enter you must satisfy the Eligibility Requirements, and during the Promotion Period log in to [www.netbank.com.au](http://www.netbank.com.au), select 'Manage My Statements' under the Services tab, choose the account you wish to stop receiving paper statements for and click on the option 'Stop Paper Statements'. A confirmation message will then appear on your screen and you will need to click on the 'Agree' button. Participants will automatically be entered into the Promotion for each account where they elect to stop paper statements.
6. There will be twelve (12) prize draws that will be conducted at the end of each week of the Promotion by a representative of the Promoter at 9am (Sydney time) at Level 5, 48 Martin Place, Sydney NSW 2000 on the dates listed in the table below:

Draw #	Entries included	Draw date	Publication date (The Australian)
1	05/05/2008 to 11/05/2008	13/05/2008	20/05/2008
2	05/05/2008 to 18/05/2008	20/05/2008	27/05/2008
3	05/05/2008 to 25/05/2008	27/05/2008	03/06/2008
4	05/05/2008 to 01/06/2008	03/06/2008	10/06/2008
5	05/05/2008 to 08/06/2008	10/06/2008	17/06/2008
6	05/05/2008 to 15/06/2008	17/06/2008	24/06/2008
7	05/05/2008 to 22/06/2008	24/06/2008	01/07/2008
8	05/05/2008 to 29/06/2008	01/07/2008	08/07/2008
9	05/05/2008 to 06/07/2008	08/07/2008	15/07/2008
10	05/05/2008 to 13/07/2008	15/07/2008	22/07/2008
11	05/05/2008 to 20/07/2008	22/07/2008	29/07/2008
12	05/05/2008 to 27/07/2008	29/07/2008	05/08/2008

- 7.** The Promoter's decision is final and no correspondence will be entered into.
- 8.** One prize will be awarded for each prize draw.
- 9.** Winners will be notified by telephone and mail within two (2) days of the date of the draw. By acceptance or receipt of the prize by the winner, the winner agrees to his or her name and suburb being published in the public notices section of The Australian newspaper on the dates listed in the table in clause 6 for each draw.
- 10.** The first valid entry that satisfies the Eligibility Requirements drawn from the valid entries received during the Promotion Period will win a prize consisting of: 1 x Apple MacBook Air notebook computer featuring 1.6MHz Intel Core 2 Duo processor, 2GB memory, 80GB 4200-rpm PATA hard drive, built-in 802.11n WiFi and Bluetooth 2.1 + EDR. Valued at AUD 2,499.
- 11.** The total prize value is AUD 29,988 based on the recommended retail value as provided by the supplier and is correct at the time of printing. The Promoter accepts no responsibility for any variation in prize value.
- 12.** Prizes are not transferable and cannot be taken as cash. The winner accepts the prizes "as is" and acknowledges that the Promoter accepts no responsibility for any tax implications that may arise from the prize. The winner should seek his or her own independent financial advice.
- 13.** The Promoter will arrange for the delivery of the prizes within Australia, after the selection of the winning entries, by mutual agreement with each winner.
- 14.** The cost of accessing the NetBank website will be dependent on the participant's individual Internet Service Provider.
- 15.** The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. The Promoter reserves the right to verify the validity of entries and to disqualify any entry that is not in accordance with these Conditions of Entry.
- 16.** The Promoter will use its best endeavours to provide the prizes listed. In the event a prize is unavailable for whatever reason, the Promoter reserves the right to substitute for that prize, an item of an equivalent value subject to any written directions given under applicable trade promotion laws and regulations.
- 17.** The Promoter reserves the right to request that a winner provide evidence of identification suitable to the Promoter as a condition of receipt of a prize. Identification considered suitable for verification is at the discretion of the Promoter.
- 18.** If a winner fails to claim the prize by 28 November 2008, the Promoter may conduct an unclaimed prize draw at the same time and place as the original draw on 1 December 2008 subject to any written directions given under applicable trade promotion laws and regulations. The first valid entry drawn will win the prize. The winner's name and suburb will be published in the public notices section of The Australian newspaper on 9 December 2008.
- 19.** In the event that for any reason whatsoever any winner does not take an element of the prize at the time agreed by the Promoter then that element of the prize will be forfeited by that winner and cash will not be awarded in lieu of that element of the prize.
- 20.** If for any reason this Promotion is not capable of running as planned (including but not limited to) infection by computer virus, bugs, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness,

integrity or proper conduct of this Promotion, the Promoter may take any action that may be available including cancelling, terminating, modifying or suspending the Promotion. The Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process.

**21.** The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, (including but not limited to) any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading any materials in this Promotion.

**22.** To the extent permitted by law, the Promoter and its related entities and their respective directors, officers, employees and agents, will not be liable for any loss or damage whatsoever which is suffered or sustained (including but not limited to indirect or consequential, financial or other loss) in connection with the receipt or use of the prize by a winner.

**23.** All entries become the sole property of the Promoter. The Promoter collects your personal information so that it may process your entry, administer this Promotion and contact you regarding information on products or services that may be of benefit or interest to you. If you provide the Promoter with incomplete or inaccurate information or do not satisfy the Eligibility Requirements, your entry will be void. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions. You may access and correct your information by contacting the Privacy Officer, Customer Relations, Commonwealth Bank Group, Reply Paid 41, NSW 2001 or by calling the Promoter on 13 2221 or visiting any branch of the Promoter. Please refer to the Privacy Statement available at [www.commbank.com.au](http://www.commbank.com.au) or on request from any Commonwealth Bank branch.

**24.** These Conditions of Entry shall be governed by the laws of New South Wales and each entrant agrees to submit to the non-exclusive jurisdiction of the New South Wales courts.

**25.** Authorised under NSW Permit No: LTPS/08/3373; ACT Permit No: TP08/1429; SA Permit Lic No: T08/1456 and VIC Permit No: 08/1570.