

Commonwealth Bank of Australia

Commonwealth Bank of Australia "Home Loan" Promotion Conditions of Entry

1. Information on how to enter and prize details set out in all communications regarding the Commonwealth Bank of Australia "Home Loan" promotion (the "**Promotion**") form part of these Conditions of Entry. Any entry not complying with these Conditions of Entry is invalid. Entry into this Promotion and the acceptance or receipt of a prize by the winner(s) is deemed as acceptance of these Conditions of Entry.
2. The Promoter is the Commonwealth Bank of Australia ABN 48 123 123 124 of 201 Sussex Street, Sydney NSW 2000, telephone 13 22 21 (the "**Promoter**").
3. Entry into the Promotion is open to individuals, companies and family trusts who satisfy the following eligibility requirements ("**Eligibility Requirements**"):
 - Are eligible to apply ("as applicant(s)") for a Commonwealth Bank home loan or investment home loan in Australia; and
 - Applicants or any guarantors (i.e. any individual that acts as a guarantor for a loan made to a company, family trust or an individual/s) must not be an employee (or a member of immediate family) of the Promoter or the Promoter's related entities directly involved in the Promotion (as determined by the Promoter).
4. To enter, an applicant must satisfy the Eligibility Requirements and complete all of the following steps within the time frames indicated:
 - Apply for any Commonwealth Bank of Australia home loan for minimum new borrowings of one hundred thousand dollars (\$100,000), or higher if so required by the particular home loan product selected by the applicant. The application must be received by the Promoter between 29/01/2012 and 06/04/2012 to be eligible. Applications to restructure an existing home loan without new borrowings of at least \$100,000 are excluded from this Promotion. All loan products are subject to the Promoter's standard terms.
 - After applying for the home loan, visit startwithus.com.au/homeloan and follow the prompts to the promotional entry page, input all of the requested information including but not limited to their home loan application number and an answer in 25 words or less to the promotional question "What would you like to start in your home this year?" and submit no later than 06/04/2012; and
 - Have their home loan funded (i.e. the full loan amount or the first progress payment has been paid to the relevant vendor/representative, or for a line of credit the limit is established and available to draw against) by 29/06/2012.
5. There is a strict limit of one (1) entry per borrowing entity (irrespective of the number of eligible loan applications made, approved and funded for that entity). For the purposes of this promotion "a borrowing entity" is the individual/s, company and/or trust named as applicant/s on the home loan application (regardless of any guarantor/s to the loan). For example, if two (2) individuals apply jointly for two (2) different eligible loans, they will be eligible to receive one (1) entry only as both loans will be in the name of one (1) borrowing entity, however, if each of those individuals applies for additional eligible loans independently from each other (i.e. as the only person on the application or with different individuals) they will be eligible to receive additional entries.
6. Chance plays no part in determining the winners in this Promotion. Entries will be judged based on the originality and creativity of the answer to the promotional question (from all valid entries received during the promotion period). The entries will be judged by a representative(s) of the Promoter at Level 13 Darling Park, 201 Sussex St, Sydney NSW 2000 commencing 02/07/2012. Winners will be notified by telephone by 27/07/2012.
7. There will be six (6) prizes.
8. The valid entry judged as being the most creative and original will receive \$250,000 (paid to any variable rate Commonwealth Bank of Australia home loan and/or a Commonwealth Bank of Australia transaction account in the same name(s) of the borrowing entity, as per the winner's preference).
9. The next five (5) valid entries judged as being the next most creative and original will each receive \$50,000 (paid to any variable rate Commonwealth Bank of Australia home loan and/or a Commonwealth Bank of Australia transaction account in the same name(s) of the borrowing entity, as per each winner's preference).

10. Prize money will only be paid to a Commonwealth Bank of Australia variable rate home loan and/or a transaction account and will not be paid onto a Fixed Rate loan. Any winner that elects to have their prize paid into a Commonwealth Bank of Australia transaction account may then choose to pay down a fixed rate loan, however, they must also pay any Early Repayment Adjustment that may be applicable. In the event that a winner does not have a variable rate Commonwealth Bank of Australia home loan and/or a Commonwealth Bank of Australia transaction account in the same name(s) of the borrowing entity at the time the prize is awarded, the winner must open a Commonwealth Bank of Australia transaction account in the same name(s) of the borrowing entity so that the prize can be deposited in that account by the date and time reasonably specified by the Promoter.

11. The total prize value is \$500,000.

12. By entering the Promotion, entrants acknowledge and agree that their first and last name and their answer to the promotional question may be published by the Promoter in any media (including but not limited to online) during the promotional period and/or after the Promotion has ended, for an indefinite period without any further remuneration or consideration to the entrant.

13. Further to clause 12 above, when an entrant submits any materials via the promotion including comments and answers to the promotional questions ("**Content**"), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.

Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

14. Prizes are not transferable or exchangeable. The winners accept the prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from the prize. The winner should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.

15. The Promoter's decision is final and no correspondence will be entered into.

16. In the event that for any reason whatsoever a 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.

17. The Promoter reserves the right to request that the winner demonstrates their eligibility for the prize as a condition of receipt of a prize (including to prove their identity and the eligibility to enter the promotion). Identification considered suitable for verification is at the discretion of the Promoter.

18. If any winner fails to claim their prize by 26/10/2012, the Promoter may select further winning entry/entries on that date in order to award any unclaimed prize(s).

19. If for any reason this Promotion is not capable of running as planned (including, but not limited to due 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.

20. Any cost associated with accessing the promotional website is dependent on the Internet Service Provider used and is the responsibility of the entrant. 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. 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.
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 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 related to or resulting from participation in or downloading any materials in this Promotion).
22. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, 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.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 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; (d) any tax liability incurred by a winner or entrant; or (e) use of a prize.
24. 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 manufactured, distributed and/or supplied by the Promoter.
25. As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.
26. All entries become the sole property of the Promoter. The Promoter collects personal information so that it may process entries, administer this Promotion and contact entrants regarding information on products or services that may be of benefit or interest to them (for an indefinite period unless otherwise advised). Entry in the promotion is conditional on the provision of this information. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions. Entrants may access and correct their information by contacting the Privacy Officer, Customer Relations, Commonwealth Bank Group, Reply Paid 41, NSW 2001, by calling the Promoter on 13 2221 or by visiting any branch of the Promoter. Please refer to the Privacy Statement available at www.commbank.com.au or on request from any Commonwealth Bank branch.
27. These Conditions of Entry shall be governed by the laws of Australia and each entrant agrees to submit to the non-exclusive jurisdiction of Australia.