



CommBank Magic Card Photo Competition.

Terms & Conditions

1. The Commonwealth Bank of Australia 'CommBank Magic Card Photo Competition' (**Promotion**) is conducted by the Commonwealth Bank of Australia ABN 48 123 123 124 of Commonwealth Bank Place, 1 Harbour St, Sydney, NSW 2000, Ph: (02) 8070 6040 (**Promoter**).
2. The Promotion commences at 1:00 pm AEDT on 27 November 2021 and closes at 11:59pm AEDT on 1 December 2021 (**Promotion Period**). Valid and eligible entries will be accepted during the Promotion Period.
3. Entry is open to Australian residents who are not an employee or an immediate family member (spouse, parent, sibling or child) of an employee of the Promoter or of the Promoter's related entities directly involved in the Promotion (as determined by the Promoter) at the time entries are judged (**Entrants**). Entrants under the age of 18 must have parent or legal guardian approval to enter.
4. All Entrants agree and acknowledge that they have read these Terms and Conditions and that participating in this Promotion is deemed to be acceptance of these terms and conditions.
5. To enter:
 - (a) visit the CommBank Magic Card Photo Activation at either:
 - (i) the Matildas v USA game at Stadium Australia on 27 November 2021; OR
 - (ii) the Matildas v USA game at McDonald Jones Stadium on 30 November 2021(each a "Game");
 - (b) fill out a waiver form to participate in the Promotion with their mobile phone number or email address (to receive the photo), and confirm they have read and accept these terms and conditions and sign the completed form;
 - (c) have their photo taken by a promotional staff member at the CommBank Magic Card Photo Activation. The photo taken will then be sent to the Entrant via SMS or email;
 - (d) download their CommBank Magic Card photo ("Photo") from the activation sent to them via SMS or email; and
 - (e) upload their Photo as a post to their Instagram account, mentioning @commbank and #fanslivehere in the caption to the post. Photo uploads via Instagram stories are not eligible for this Promotion.
6. **Photography release:** Each Entrant acknowledges and agrees that the Promoter and its agents will capture a Photo of the Entrant at the CommBank Magic Card Photo Activation, Entrants acknowledge and agree that the Promoter owns all rights to the Photo and may reproduce, publish, communicate, distribute, edit, sublicense and otherwise use the Photo royalty-free as it sees fit (without limits as to the medium, format, time or geography), including for the purpose of its advertising, promotions and publicity and on digital platforms including Facebook, Twitter, YouTube and Instagram; and showing such Photo on the big screen (including use of the Photo in any video/s created by the Promoter and/or its agencies which are broadcasted to the big screen) at the stadiums where the Games take place. The Promoter provides the Entrant with permission to reproduce publish, communicate, distribute and transmit the photo for any purpose.
7. Entrants must ensure their Instagram account privacy setting is set to public (i.e. not 'private') to be eligible for this Promotion.
8. Maximum of one (1) entry permitted per person; and limit of one (1) prize permitted per person.

9. Entries will be judged on showing the most passionate support for the Commonwealth Bank Matildas within the Photo submitted by representatives of the Promoter on 2 December 2021.
10. The four (4) best entries from each Game (the Promoter will determine game attended from the Photo submitted), as determined by the judges on the judging criteria outlined above, will be awarded either 1x Matildas home jersey OR 1x Matildas training jersey signed by Sam Kerr (**Prize**). Exact size of jersey awarded will be determined by the Promoter. The total value of the Prize is AUD\$110.
11. The Promoter will notify the Winners by direct message on Instagram from the @commbank Instagram channel within 3 business days of judging, and will publish the name of the Winners from 3 December 2021 on the @commbank Instagram channel and/or CommBank website (<https://www.commbank.com.au/about-us/opportunity-initiatives/opportunity-from-community/football.html>) (unless a Winner is unable to be contacted by that date, in which case publication in respect of that Winner will be as soon as practical after that Winner has been contacted).
12. Each winner must claim the Prize by 5pm AEDT on 10 January 2022 by confirming receipt of the notification by return Instagram message to the @commbank Instagram account with all requested details requested by the Promoter.
13. If the Prize is not claimed by that time, the winner will be taken to have forfeited the Prize and the Prize may be awarded to a reserve winner determined at the time the entries are judged (**Reserve Winner**).
14. As a condition of claiming the Prize:
 - (a) Each winner or Reserve Winner (as the case may be) (**Prize Recipient**):
 - (i) consents to the publication of their name in accordance with these terms;
 - (ii) consents to the Promoter using the Prize Recipient's and/or the Winner's / Reserve Winner's name, likeness, image and/or voice (including photograph, film and/or recording of the same) and suburb in any media for an unlimited period without remuneration for the purpose of this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter; and
 - (iii) will sign any legal release and indemnity as may be reasonably required by the Promoter and/or any suppliers of any elements of the Prize;
15. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). This Promotion adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. The entrant releases Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.
16. The Photo must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

17. Each winner must provide the Promoter with a valid phone number, in which the promoter will organise the delivery and fulfilment of the Prize with the Winner.
18. No part of a Prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
19. 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.
20. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
21. 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.
22. Should they be a Winner, Entrants consent to publication of their name in accordance with these terms.
23. 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.
24. Any entry not complying with these terms is invalid. Errors and omissions may be accepted at the Promoter's discretion.
25. The Promoter's decision is final in relation to all aspects of this Promotion and no correspondence will be entered into.
26. Beneficiaries of the Prize accept the Prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from their Prize. Beneficiaries of the Prize should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
27. Promoter reserves the right, at any time, in its sole discretion, to verify the validity of entries and Entrants (including an Entrant's identity, age, place of residence) and reserves the right, in its sole discretion, to disqualify any Entrant whom the Promoter has reason to believe has breached any of these terms, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
28. 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, subject to the approval of all relevant regulatory authorities, take any action that may be available including cancelling, terminating, modifying or suspending the Promotion and invalidate any affected entries, or suspend or modify a Prize.
29. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
30. Nothing in these terms 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**).
31. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related entities (including its respective directors, officers, employees and agents) are not responsible for and exclude 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 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; (d) any variation in Prize value to that stated in these terms; (e) any tax liability incurred by a beneficiary of a Prize (including an Entrant and the Prize Recipient); (f) use/taking of the Prize (g) the Promotion.

32. 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 interest to you. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions. The Promoter will use and handle your personal information as set out in its Privacy Policy, which can be viewed at www.commbank.com.au or obtained from a branch. The Privacy Policy set outs how you may access, update or correct your personal information, change your direct marketing preferences or make a privacy complaint.
33. You may contact the Promoter at Commonwealth Bank Place, 1 Harbour St, Sydney, NSW 2000 or by calling 13 2221 or by visiting any branch.