

# **CommBank Business Backing Business Competition**

Terms and Conditions



# CommBank Business Backing Business Competition

## Terms and Conditions

1. The Commonwealth Bank of Australia 'CommBank Business Backing Business Competition' (**Promotion**) is conducted by Commonwealth Bank of Australia ABN 48 123 123 124 of Level 3C, 11 Harbour Street, Sydney NSW 2000 (PH: 13 2221) (**Promoter**).
2. The Promotion commences at 10:00am (AEDT) on 20th January 2026 and closes at 11:59pm (AEDT) on 8th March 2026 (**Promotion Period**). In these Terms and Conditions:
  - a. the term 'Application Form' means the online form for the Promotion accessible at [www.commbank.com.au/backingbusiness](http://www.commbank.com.au/backingbusiness);
  - b. the term 'Business' means a business linked to an active Business Transaction Account with the Promoter;
  - c. the term 'Terms and Conditions for Business Transaction and Savings Accounts' refers to the Promoter's terms and conditions for its Business Transaction Accounts and Business Online Saver Accounts, found at [commbank.com.au/btsa](http://commbank.com.au/btsa);
  - d. the term 'Excluded Business' means, as determined by the Promoter, a financial business or a business that competes with the Promoter; and
  - e. the term 'Representative' means any individual who is an authorised representative of a Business and may enter the Promotion on behalf of that Business.

## Eligibility

3. Entry is open to Businesses which during the Promotion Period and up to the date of the Judging (as defined below):
  - a. have an ABN and operate in Australia;
  - b. in the case of a sole trader, is an Australian resident who is 18 years or older;
  - c. have a Representative that holds an active Business Transaction Account with the Promoter in accordance with the Terms and Conditions for Business Transaction and Savings Accounts;
  - d. have a Representative who is 18 years or older and has a correct email address recorded with the Promoter;
  - e. are not (as determined by the Promoter) an Excluded Business; and
  - f. have as its Representative a person who is not (as determined by the Promoter):
    - i. involved (whether as a principal, agent or employee) in the conduct or the promotion of the Promotion (including any person who determines who is to win a prize in the Promotion);

- ii. the Talent (as defined below) or involved in the management of the Talent; or
- iii. involved in the management of the Promoter or any of the Promoter's related entities or any other benefiting organisation,

**(Eligible Entrants).**

## **How to enter**

4. To enter the Promotion, Representatives of Eligible Entrants must during the Promotion Period fully complete and submit the Application Form by:
  - a. answering questions about the Eligible Entrant's Business;
  - b. answering in 50 words or less the following *'Tell us about your business and a moment when another business inspired or supported you to overcome a challenge'* (**Submission**); and
  - c. selecting one of the Talent options listed under the question *'Who is your preferred Business Icon?'*.
5. At the time of entry into the Promotion, the Representative of an Eligible Entrant may choose, but is not required, to submit one or more videos about the Eligible Entrant's Business. By submitting a video in an entry into the Promotion, each Eligible Entrant and its Representative agree to the Promoter using that video in any media for the purpose of promoting this Promotion.
6. An Eligible Entrant is permitted to have its Representative enter once on their behalf during the Promotion Period and is only eligible to receive one Prize (as defined below).
7. By entering, each entrant and all Representatives agree to:
  - a. the Promoter's privacy policy available at [www.commbank.com.au/privacy](http://www.commbank.com.au/privacy) (**Privacy Policy**); and
  - b. these Terms and Conditions.

## **Prize details**

8. The prize will comprise a video to be produced by the Promoter (as defined below) which will feature the Winner's Business and the Allocated Talent (as defined below) and will be promoted on the Allocated Talent's social channel and amplified across the Promoter's owned channels for a period of at least 6 months (**Prize**). However, the video may remain on the Promoter's website and the Allocated Talent's and Promoter's respective channels in perpetuity but will not be actively promoted.
9. There will be 6 Prizes awarded for the First Round (as defined below) and 9 Prizes awarded for the Second Round (as defined below), being 15 Prizes in total. The Promoter may, in its discretion, increase the number of Winners (as defined below) in the First Round (as defined below) and/or Second Round (as defined below).
10. The Prizes are being provided by each of the talent as advertised by the Promoter in connection with this Promotion (**Talent**).

## Determining the Winners

11. The Submissions of Eligible Entrants will be judged on their creativity, originality, inspirational merit and/or suitability by a panel consisting of at least three representatives from the Promoter commencing on:
  - a. 16th February 2026 and ending no later than 26th February 2026 (**First Round**); and
  - b. 9th March 2026 and ending no later than 19th March 2026 (**Second Round**),  
(together, **Judging**).
12. The Judging panel will select 6 Submissions from Eligible Entrants in the First Round and 9 Submissions from Eligible Entrants in the Second Round to be the winners (**Winners**) and will be awarded a Prize. Eligible Entrants which are not selected as Winners in the First Round will still be eligible for Judging in the Second Round. The Promoter may, in its discretion, increase the number of Winners in the First Round and/or Second Round.
13. At the time of Judging at each of the First Round and Second Round, the Judging panel will select a further 10 additional Submissions from Eligible Entrants at each round to be reserve winners if a Prize is unclaimed or cannot be delivered to or accepted by a Winner in accordance with these Terms and Conditions (**Reserve Winners**). The Reserve Winners will be selected in a preferential order.
14. The selection of Winners and Reserve Winners is final.
15. Each Eligible Entrant is only eligible to win one Prize.

## Announcing and notifying the Winners

16. The Promoter will notify each Winner by email to its Representative's email address (being, the latest email address recorded with the Promoter) by:
  - a. 5:00pm (AEDT) on 27th February 2026 (if the Winner was selected from the First Round); or
  - b. 5:00PM (AEDT) on 20th March 2026 (if the Winner was selected from the Second Round).
17. At the time of notifying each Winner in accordance with clause 16, the Promoter will also notify them of the Talent that is available to deliver the Prize (**Allocated Talent**). While every effort will be made to allocate the Talent that the Winner selected as its preferred Talent, no guarantee can be given that the Allocated Talent will be the Winner's preference.

## Claiming the Prize

18. Each Representative of a Winner must claim their Winner's Prize by confirming receipt of the notification email by return email or by such other method specified in the notification email by:
  - a. 5:00pm (AEDT) on 1st March 2026 (if the Winner was selected from the First Round) (**First Round Claim Deadline**); or
  - b. 5:00pm (AEDT) on 22nd March 2026 (if the Winner was selected from the Second Round) (**Second Round Claim Deadline**).

19. If a Prize is unclaimed or cannot be delivered to or accepted by a Winner (e.g. due to an invalid entry) by the First Round Claim Deadline or Second Round Claim Deadline (as applicable to that Winner):
- the Winner will be taken to have forfeited the Prize and the Promoter will award the Prize instead to a Reserve Winner to have been next selected;
  - the Promoter will notify that Reserve Winner by email to its Representative of the Prize being awarded to it by 6th March 2026 (if the Reserve Winner was selected from the First Round) or by 27th March 2026 (if the Reserve Winner was selected from the Second Round); and
  - the Reserve Winner's Representative must claim the Reserve Winner's Prize within 2 days from being notified of the Prize being awarded to it by confirming receipt of the notification email by return email or by such other method specified in the notification email.
20. If a Reserve Winner's Representative does not claim the Prize on behalf of the Reserve Winner within the time specified in clause 19(c), the process set out in clause 19 shall be applied again, and so on until the Prize has been claimed by a Reserve Winner.

## **Distributing the Prizes**

21. Upon each Winner (or Reserve Winner, if applicable) claiming the Prize, the Winner (or Reserve Winner, if applicable), will be contacted by the Promoter to make arrangements regarding the distribution of the Prize, which is to be delivered by the Allocated Talent and the Promoter.

## **Conditions of receiving a Prize**

22. As a condition of receiving a Prize, each Winner or Reserve Winner (as the case may be) **(Prize Recipient)** agrees to:
- accept these Terms and Conditions;
  - have its Representative be available either at the Prize Recipient's Business premises or in another location in Australia as determined by the Promoter (with all costs of the Representative's required flights and accommodation to be available in that other location being covered by the Promoter) to shoot the video with the Allocated Talent as part of the Prize from:
    - 17th February 2026 or, if later, the following day after the date that the Representative claimed its Prize Recipient's Prize in accordance with clause 18 or 19, as applicable, to 10th April 2026 (if the Prize Recipient was selected from the First Round); or
    - 10th March 2026 or, if later, the following day after the date that the Representative claimed its Prize Recipient's Prize in accordance with clause 18 or 19, as applicable, to 4th May 2026 (if the Prize Recipient was selected from the Second Round);
  - the Promoter using the Prize Recipient's business name and postcode in any media for the purpose of publishing the outcome of this Promotion;
  - the Promoter sharing the Prize Recipient's business name, phone number and email address with the Allocated Talent for the purpose of distributing the Prize;

- e. being contacted by the Promoter and/or the Allocated Talent through its Representative for purposes directly related to the Promotion or for other marketing purposes, including but not limited to obtaining consent for the Promoter and/or the Allocated Talent to use content captured for this Promotion and featuring the Representative and/or the Prize Recipient for marketing purposes;
  - f. for the purpose of providing the Prize, grant the Promoter and the Allocated Talent a royalty-free, perpetual and irrevocable licence to:
    - i. use the Prize Recipient's intellectual property such as branding, trade marks and copyright; and
    - ii. use the intellectual property mentioned above in clause 22(f)(i) alongside the Promoter and the Allocated Talent's intellectual property such as branding, trade marks and copyright;
  - g. the Promoter and the Allocated Talent using the Prize Recipient's business name and its Representative's name, likeness, image and/or voice (including photographs, films and/or recordings of the same) in any media for the purpose of promoting the Promotion (including any outcome); and
  - h. comply with any terms or conditions applicable to the Prize imposed by the Allocated Talent.
23. Prizes may not be transferred, exchanged or redeemed for cash or other goods or services.
24. If a Prize including the Allocated Talent is unavailable, the Promoter and/or the Talent reserve the right, in its or their discretion, to substitute a Prize with a prize of equivalent value, type and/or specification, subject to any legal requirements of any applicable regulatory authority. This may include replacing the Allocated Talent with alternate talent of similar standing.
25. The Promoter and the Talent do not accept responsibility for the cancellation, delay, unavailability, restriction or condition on or of the Prize for any reason beyond the control of the Promoter and the Talent.

## **Resolving disputes**

26. Complaints regarding the Promotion may be submitted by:
- a. completing the online complaints form available at [www.commbank.com.au/contactus](http://www.commbank.com.au/contactus);
  - b. calling 13 22 21; or
  - c. visiting any Commonwealth Bank branch.
27. If there is a dispute concerning the complaint, the decision of the Promoter is final and binding, and no further correspondence will be entered into.

## General

28. Information on how to enter the Promotion and Prize details set out in all communications regarding the Promotion form part of these Terms and Conditions.
29. The Promoter will notify Prize Recipients' Representatives using the email address displayed in their NetBank. To check the email address and phone number are correct, visit [commbank.com.au](http://commbank.com.au) and click 'Log on', then 'NetBank log on' and then 'Settings' and click 'My contact details'.
30. Any entry not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's discretion.
31. The Prize Recipient accepts the Prize 'as is' and acknowledges that the Talent and the Promoter accept no responsibility for any tax implications that may arise from the Prize or the Prize Recipient accepting and taking the Prize. The Prize Recipient and its Representative should seek advice from the Australian Tax Office or its own taxation adviser or independent financial adviser.
32. The Promoter reserves the right, at any time, in its sole discretion, to verify the validity of entries and entrants (including but not limited to an entrant's business name and Representative's valid email) and reserves the right, in its sole discretion, to disqualify any entrant which 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 conduct 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.
33. 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 legal requirements of any applicable regulatory authorities, if required, take any action that may be available including cancelling, terminating, modifying or suspending the Promotion.
34. All costs and expenses not specifically mentioned as being included in the Prize are solely the Prize Recipient's responsibility. The Prize Recipient takes the Prize at its own risk.
35. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the states and territories of Australia (**Non-Excludable Guarantees**).
36. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related entities (including their 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 and Conditions; (e) any tax liability incurred by a beneficiary of a Prize (including an Eligible Entrant, the Prize Recipients and their Representatives); (f) use/ taking of the Prize; (g) the Promotion.

37. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
38. All entries become the sole property of the Promoter. The Promoter collects personal information from entrants' representatives so that it may process entries, administer this Promotion and contact entrants regarding information on products or services that may be of interest to them. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions.
39. The Promoter will use and handle entrants' representatives' personal information as set out in its Privacy Policy. The Privacy Policy sets out how individuals may access, update or correct their personal information, change their direct marketing preferences or make a privacy complaint.
40. The Promotion and these Terms and Conditions will be governed by the law of New South Wales, Australia, being the state in which the Promoter has its Head Office. Entrants accept the non-exclusive jurisdiction of courts and tribunals of New South Wales in connection with any disputes concerning the Promotion.
41. To contact the Promoter, write to the Privacy Officer, Customer Relations, Commonwealth Bank Group, Reply Paid 41, NSW 2001, or call 13 2221 or visit any branch.



# CommBank Business Backing Business Competition

## Abridged Terms and Conditions

### [Abridged T&Cs version 1 - very short]

Starts 20.01.2026 and ends 08.03.2026. For full T&Cs and eligibility criteria, see [www.commbank.com.au/backingbusiness](http://www.commbank.com.au/backingbusiness).

### [Abridged T&Cs version 2 - short]

Starts 10:00am (AEDT) on 20th January 2026 and ends 11:59pm (AEDT) on 8th March 2026. T&Cs and eligibility conditions apply. For full T&Cs, see [www.commbank.com.au/backingbusiness](http://www.commbank.com.au/backingbusiness).

### [Abridged T&Cs version 3 - medium]

The 'CommBank Business Backing Business Competition' (**Promotion**) is conducted by the Commonwealth Bank of Australia (ABN 48 123 123 124) of Level 3C, 11 Harbour Street, Sydney NSW 2000 (PH: 13 2221) (**Promoter**) and runs from 10:00am (AEDT) on 20th January 2026 and closes at 11:59pm (AEDT) on 8th March 2026 (**Promotion Period**) (see full terms and conditions here [www.commbank.com.au/backingbusiness/terms](http://www.commbank.com.au/backingbusiness/terms)). Open to businesses which during the Promotion Period and up to the date of the judging have an ABN and operate in Australia, in the case of sole traders, are an Australian resident at least 18 years of age, are not (as determined by the Promoter) an excluded business and have a representative who: holds an active Business Transaction Account with the Promoter in accordance with the Terms and Conditions for Business Transaction and Savings Accounts ([commbank.com.au/btsa](http://commbank.com.au/btsa)), is at least 18 years of age, has a correct email address recorded with the Promoter and is not involved in the Promotion or management of the Promoter, the talent or any other benefiting organisation. Entry via application form at [www.commbank.com.au/backingbusiness](http://www.commbank.com.au/backingbusiness) by answering questions about the eligible entrant's business, answering in 50 words or less 'Tell us about your business and a moment when another business inspired or supported you to overcome a challenge' and selecting one of the talent options listed under 'Who is your preferred Business Icon?'. Max 1 entry and 1 prize per business. Written submissions in eligible entries will be judged on their creativity, originality, inspirational merit and/or suitability by a panel of 3 judges from the Promoter from 16th February 2026 to 26th February 2026 (**First Round**) and from 9th March 2026 to 19th March 2026 (**Second Round**). Judges will select 6 eligible entries from the First Round and 9 eligible entries from the Second Round to be the winners. The Promoter may, in its discretion, increase the number of winners in the First Round and/or Second Round. Eligible entries not selected in the First Round will still be eligible for judging in the Second Round. Each winner will win a video produced by the Promoter which will feature the winner's business and the allocated talent and will be promoted on the allocated talent's social channel and the Promoter's owned channels. Winners notified by email by 5:00pm (AEDT) on 27th February 2026 (if selected from First Round) or by 5:00pm (AEDT) on 20th March 2026 (if selected from Second Round). Prizes which are unclaimed or which cannot be delivered to or accepted by a winner by 5:00pm (AEDT) on 1st March 2026 (if selected from First Round) or by 5:00pm (AEDT) on 22nd March 2026 (if selected from Second Round) will be forfeited and awarded to reserve winners. Winner's representative must be available to shoot the video with the allocated talent. Prizes may not be transferred, exchanged or redeemed for cash or other goods or services.