



Commonwealth
Bank

CommBank Yello x Viva Energy Competition Terms and Conditions

CommBank Yello x Viva Energy Competition

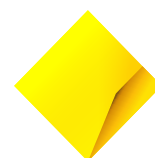
Terms and Conditions

1. The Commonwealth Bank of Australia 'CommBank Yello x Viva Energy Competition' (**Promotion**) is conducted by Commonwealth Bank of Australia ABN 48 123 123 124 of The Foundry, 1 Locomotive Street, South Eveleigh NSW 2015 (PH: 13 2221) (**Promoter**).
2. The Promotion commences at 2:00pm (AEDT) on 25th February 2026 and closes at 3:00pm (AEST) on 8th April 2026 (**Promotion Period**).
3. The Promotion is authorised under Australian Capital Territory Permit No. TP 26/00284, New South Wales Authority No. TP/03182 (NTP/15907) and South Australia Licence No. T26/205.
4. In these Terms and Conditions:
 - (a) the term 'CommBank Yello Terms and Conditions' refers to the Promoter's terms and conditions for its CommBank Yello program, found at commbank.com.au/commbankyellotcs; and
 - (b) the terms 'CommBank Yello Plus', 'CommBank Yello Gold' and 'CommBank Yello Diamond' have the meanings set out in the CommBank Yello Terms and Conditions.

Eligibility

5. Entry is open to individuals who:
 - (a) reside in Australia;
 - (b) are eligible to participate in the Promoter's CommBank Yello program in accordance with the CommBank Yello Terms and Conditions and have not become ineligible or otherwise opted out of that program during the Promotion Period (including that the individual must be at least 18 years of age);
 - (c) meet the eligibility criteria for either the CommBank Yello Plus, CommBank Yello Gold or CommBank Yello Diamond tiers as set out in the CommBank Yello Terms and Conditions during the Promotion Period;
 - (d) have downloaded and/or logged into the CommBank app on their smart phone or other electronic device during the Promotion Period;
 - (e) have a correct email address recorded with the Promoter; and
 - (f) are not persons who are (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); or
 - (ii) involved in the management of the Promoter or any of the Promoter's related entities or any other benefitting organisation,

(Eligible Entrants).



How to enter

6. Eligible Entrants will receive a notification in the CommBank app during the Promotion Period containing an information page for the Promotion, the Eligible Entrant's latest email address and a confirmation button for the Eligible Entrant to enter the Promotion. To enter the Promotion, during the Promotion Period the Eligible Entrant must verify that their email address is correct by clicking on the confirmation button on the Promotion information page.
7. Eligible Entrants can click on 'View details' in the Promotion information page to confirm their details are up to date and the Promoter has the correct email address on record.
8. Each Eligible Entrant is entitled to enter the Promotion once.
9. By entering, each entrant agrees to:
 - (a) the Promoter's privacy policy available at www.commbank.com.au/privacy (**Privacy Policy**); and
 - (b) these Terms and Conditions.

Prize details

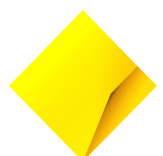
10. Each Winner (determined in accordance with clause 14) will win 1 x \$2,000.00 Shell eGift Card (**Prize**).
11. Each Prize will be valid for 4 years from the date of issue.
12. There will be 20 Prizes in total. The total value of each Prize is \$2,000.00 and the total value of all Prizes in the Promotion is \$40,000.00.
13. The Prizes are being supplied by the Promoter in conjunction with Viva Energy Australia Pty Ltd (ABN 46 004 610 459) (**Viva Energy**). The Prizes are subject to the Shell Gift Card Terms and Conditions available at www.shell.com.au/motorists/shell-gift-cards/shell-gift-card-terms-and-conditions.html.

Determining the Winners

14. The random electronic prize draw will take place at 11:00am (AEST) on 13th April 2026 at Trade Promotions and Lotteries Pty Ltd (ACN 601 297 330), Level 2, 11 York St, Sydney NSW 2000 (**Draw**). The first 20 entries from Eligible Entrants drawn, as determined by the Promoter, will be awarded a Prize (**Winners**).
15. At the time of the Draw, the Promoter will randomly draw a further 20 additional entries from Eligible Entrants 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**).
16. Each Eligible Entrant is only eligible to receive one Prize.

Announcing and notifying the Winners

17. The Promoter will notify each Winner by email to the Winner's email address (being, the latest email address recorded with the Promoter) on 15th April 2026.
18. The Promoter will publish each Winner's first initial, last name and postcode on the Promoter's website at commbank.com.au/commbankyelloprizewinners on 15th April 2026.



Claiming the Prize

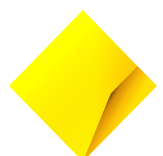
19. The Winners must claim their Prize by 2:00pm (AEST) on 29th April 2026 by confirming receipt of the notification email by return email or by such other method specified in the notification email.
20. If a Prize is unclaimed or cannot be delivered to or accepted by a Winner (e.g. due to an invalid entry) by 2:00pm (AEST) on 29th April 2026:
 - (a) 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 drawn;
 - (b) the Promoter will notify that Reserve Winner by email on the same day that the Prize has been awarded to them, and will publish their first initial, last name and postcode in the manner described in clause 18 on the same day; and
 - (c) the Reserve Winner must claim their Prize by 4:00pm (AEST) on 14th May 2026 by confirming receipt of the notification email by return email or by such other method specified in the notification email.
21. If a Reserve Winner does not claim the Prize within the time specified in clause 20(c), the process set out in clause 20 shall be applied again, and so on until the Prize has been claimed by a Reserve Winner.

Distributing the Prizes

22. Upon each Winner (or Reserve Winner, if applicable) claiming the Prize, the Winner (or Reserve Winner, if applicable) will be contacted by Eventscape Pty Ltd (ACN 107 308 298) (**Eventscape**) to make arrangements regarding the taking of the Prize and organising the next steps.
23. Eventscape will deliver and manage the Prize and will be the main point of contact with the Winner or Reserve Winner (as the case may be).

Conditions of taking the Prize

24. As a condition of taking a Prize, each Winner or Reserve Winner (as the case may be) (**Prize Recipient**) agrees to:
 - (a) the Promoter using the Prize Recipient's name (last name and initial of first name) and postcode in any media for the purpose of publishing the outcome of this Promotion;
 - (b) being contacted for purposes directly related to the Promotion;
 - (c) the Promoter sharing the Prize Recipient's name, email address and phone number with Eventscape for the purpose of distributing the Prize;
 - (d) use the Prize within 4 years of its date of issue (and in the alternative, any part of the Prize not used within 4 years will be forfeited);
 - (e) the Promoter and Viva Energy using the Prize Recipient's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for the purpose of promoting the Promotion (including any outcome), and promoting any products of the Promoter or Viva Energy;



- (f) comply with any terms or conditions applicable to the Prize imposed by Viva Energy including but not limited to the Shell Gift Card Terms and Conditions available at www.shell.com.au/motorists/shell-gift-cards/shell-gift-card-terms-and-conditions.html; and
 - (g) on request by the Promoter, provide photographs of the Prize Recipient, and one or more brief summaries of their experiences, for the Promoter and Viva Energy to use in any media for the purpose of promoting the outcome of the Promotion and promoting any products of the Promoter or Viva Energy.
25. Notwithstanding any other provision of these Terms and Conditions, at the time of claiming the Prize under clause 19 or 20 (as applicable), the Prize Recipient may notify the Promoter that they do not wish for their name, postcode, likeness, photographs, image and/or voice to be published.
26. Prizes may not be transferred, exchanged or redeemed for cash or other goods or services.
27. If a Prize is unavailable, the Promoter and/or Viva Energy reserves the right, in its discretion, to substitute a Prize with a prize of equivalent value and/or specification, subject to any legal requirements of any applicable regulatory authorities.
28. Neither the Promoter, Viva Energy nor Eventscape accept responsibility for the cancellation, delay, unavailability, restriction or condition on or of the Prize for any reason beyond the control of the Promoter, Viva Energy or Eventscape.

Resolving disputes

29. Complaints regarding the Promotion may be submitted by:
- (a) completing the online complaints form available at www.commbank.com.au/contactus;
 - (b) calling 13 22 21; or
 - (c) visiting any Commonwealth Bank branch.
30. 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.

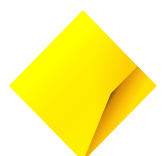
General

31. 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.
32. Any entry not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's discretion.
33. The Prize Recipient accepts the Prize 'as is' and acknowledges that Eventscape, Viva Energy 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 should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser. See the CommBank Yello FAQs on commbank.com.au/commbank-yello/faqs for further details on tax implications.
34. The 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 and 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 and Conditions, tampered with the entry process or engaged in any

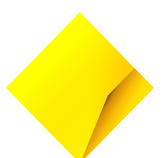


unlawful or other improper conduct calculated to jeopardise fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

35. 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 if legally required, take any action that may be available including cancelling, terminating, modifying or suspending the Promotion. Termination will not affect any CommBank Yello prizes an Eligible Entrant is already eligible for.
36. The Prizes are valued in Australian dollars unless expressly stated to the contrary.
37. All Prize amounts in these Terms and Conditions are inclusive of the Australian goods and services tax (GST) unless expressly stated to the contrary.
38. All costs and expenses not specifically mentioned as being included in a Prize are solely the Prize Recipient's responsibility. The Prize Recipient takes the Prize at their own risk.
39. 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**).
40. 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 and the Prize Recipients); (f) use/taking of the Prize; (g) the Promotion.
41. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
42. All entries become the sole property of the Promoter. The Promoter collects personal information from entrants 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.
43. The Promoter will use and handle entrants' personal information as set out in its Privacy Policy. The Privacy Policy set outs how individuals may access, update or correct their personal information, change their direct marketing preferences or make a privacy complaint.
44. 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.



45. 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 Yello x Viva Energy Competition

Abridged Terms and Conditions

'CommBank Yello x Viva Energy Competition' (**Promotion**) is conducted by Commonwealth Bank of Australia (**Promoter**) and runs from 2:00pm (AEDT) on 25th February 2026 to 3:00pm (AEST) on 8th April 2026 (**Promotion Period**) (see full terms and conditions here commbank.com.au/fuelgiveaway). Open to individuals who are 18 years or over, reside in Australia, are eligible to participate in CommBank Yello program (see commbank.com.au/commbankyellotcs) (and have not become ineligible or opted out during the Promotion Period), meet the eligibility criteria for either the 'CommBank Yello Plus', 'CommBank Yello Gold' or 'CommBank Yello Diamond' tiers as set out in the CommBank Yello Terms and Conditions, have downloaded and/or logged into CommBank app during the Promotion Period, have a correct email address recorded with the Promoter and are not involved in the Promotion or management of the Promoter or any other benefitting organisation. Entry through the CommBank app during Promotion Period. Max 1 entry and 1 prize per person. First 20 eligible entries randomly drawn will win a \$2,000.00 Shell eGift Card. Random electronic prize draw conducted at 11:00am (AEST) on 13th April 2026 at Trade Promotions and Lotteries Pty Ltd (ACN 601 297 330), Level 2, 11 York St, Sydney NSW 2000. Winners notified by email on 15th April 2026. Each winner's first initial, last name and postcode will be published on the Promoter's website on 15th April 2026. Prizes which are unclaimed or which cannot be delivered to or accepted by a winner by 2:00pm (AEST) on 29th April 2026 will be forfeited and awarded to reserve winners. Permits: ACT Permit No. ACT TP26/00284; NSW Authority No. TP/03182 (NTP/15907); and SA Licence No. T26/205.

