



Commonwealth  
Bank

# **CommBank Yello x The Iconic Paris Fashion Week 2024 Competition Terms and Conditions**



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## CommBank Yello x The Iconic Paris Fashion Week 2024 Competition

### Terms and Conditions

1. The Commonwealth Bank of Australia 'CommBank Yello x The Iconic Paris Fashion Week 2024 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 10pm (AEST) on 30<sup>th</sup> July 2024 and closes at 3pm (AEST) on 20<sup>th</sup> August 2024 (**Promotion Period**).
3. The Promotion is authorised under Australian Capital Territory Permit No. TP 24/01582, New South Wales Authority No. TP/03182 (NTP/10494) and South Australia Licence No. T24/1229.
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](https://commbank.com.au/commbankyellotcs); and
  - (b) the terms 'Homeowner' and 'Everyday Plus' 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 Everyday Plus or Homeowner benefit 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; and
  - (e) are not persons who are (as determined by the Promoter):
    - (i) an employee, director, officer, supplier or contractor of the Promoter;
    - (ii) an immediate family member (spouse, parent, sibling or child) of an employee, director, officer, supplier or contractor of the Promoter.
    - (iii) directly involved in the conduct or promotion of the Promotion; or
    - (iv) involved in the management of the Promoter,

**(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, the Eligible Entrant must verify that their email address is correct and click on the confirmation button during the Promotion Period.
- 7. Each Eligible Entrant is entitled to enter the Promotion once.
- 8. By entering, each entrant agrees 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.
- 9. Each Eligible Entrant must be able to take all elements of the Prize (other than The Iconic Gift Cards and Spending Money) within the period from 25th September 2024 to 30th September 2024 (**Travel Period**).

**Prize details**

- 10. The prize that will be awarded to the Winner (determined in accordance with clause 19) will comprise the following:

<i>2 x The Iconic Paris Fashion Week 2024 Tickets for 29<sup>th</sup> September starting at 5.00 pm local time with the location to be advised to the value of</i>	\$4,429.50
<i>2 x Return Business Class Flights from the Australian international airport in the capital city of Australia which is the closest to where the Winner resides, within the Travel Period, to Charles De Gaulle, Paris. Airline to be determined at discretion of Promoter. - to the value of</i>	\$50,000.00
<i>1 x Double Suite for two people at the 5-Star Le Meurice Hotel (228 Rue de Rivoli, 75001 Paris, France) for 5 nights from 25th September 2024 to 30th September 2024 - to the value of</i>	\$16,000.00
<i>2 x Deluxe full body massage vouchers redeemable at Le Meurice Hotel - to the value of</i>	\$600.00
<i>Daily chauffeur service for 2 people to be driven to and from planned events as determined by the Promoter - to the value of</i>	\$7,851.86
<i>Spending Money - \$5,000 AUD spending money to be deposited in the Winner's nominated bank account</i>	\$5,000.00
<i>10 x \$1,000 The Iconic Gift Cards - Subject to The Iconic's Terms and Conditions at <a href="https://www.theiconic.com.au/terms-of-use/#vouchers10">https://www.theiconic.com.au/terms-of-use/#vouchers10</a></i>	\$10,000.00
<i>2 x Vouchers for a Guided Tour of the Louvre Museum, Paris, France on 27 September 2024 at 8.30 am local time, with exclusive early viewing of the Mona Lisa - to the value of</i>	\$5,000.00
<i>VIP Travel Host as a local contact for the Winner while in Paris - to the value of</i>	\$10,000.00
<i>Dinner for 2 people at Ralphs Restaurant and a hosted personal styling session at the Ralph Lauren Paris store - to the value of</i>	\$5,000.00
<i>2 x exclusive VIP glam hair and make up session prior to attending your Paris Fashion Week runway show on 29<sup>th</sup> September 2024 - to the value of</i>	\$5,000.00

(together, the **Prize**).

11. The Prize is being supplied by Internet Services Australia 1 Pty Limited ACN 152 631 082 (**ISA**), which owns the brand THE ICONIC, and which will also manage and deliver the Prize, liaise with the Winner (including translation of winner correspondence and travel documents where required) and will be the main point of contact for the Winner.
12. The total value of the Prize is \$118,881.36.
13. Travel insurance is not included in the Prize and this will be the responsibility and cost of the Winner and the Winner's travel companion.
14. The Prize (other than The Iconic Gift Cards and Spending Money) must be used and fully completed within the Travel Period.
15. The Winner agrees to:
  - (a) the Promoter using the Winner'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 Winner's name, email address and phone number with ISA for the purpose of distributing the Prize;
  - (d) the Promoter and ISA using the Winner'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 promoting any products of the Promoter or ISA;
  - (e) comply with any terms or conditions applicable to any element of the Prize imposed by the supplier or operator of each such element of the Prize and those imposed by ISA at <https://www.theiconic.com.au/terms-of-use/#vouchers10>; and
  - (f) on request by the Promoter, provide photographs of the Winner, and one or more brief summaries of their experiences, at The Iconic Paris Fashion Week 2024 for the Promoter and ISA to use in any media for the purpose of promoting the outcome of the Promotion and promoting any products of the Promoter or ISA.
16. The Prize may not be transferred, exchanged or redeemed for cash or other goods or services.
17. If the Prize, or any element of the Prize, is unavailable or the Winner and their travel companion are unable to participate in scheduled activities, the Promoter and/or ISA reserves the right, in its discretion, to substitute the Prize, or that element of the Prize, with a prize of equivalent value and/or specification, subject to any legal requirements or any written directions from a regulatory authority. Neither the Promoter nor ISA accepts responsibility for the cancellation, delay, unavailability, restriction or condition on or of any element of the Prize for any reason beyond the control of the Promoter or ISA.

### Determining the Winner

18. The random electronic prize draw will take place at 2pm (AEST) on 21<sup>st</sup> August 2024 at The Foundry, 1 Locomotive Street, South Eveleigh NSW 2015 (**Draw**). The first eligible entry drawn, as determined by the Promoter, will be awarded the Prize (**Winner**).

19. At the time of the Draw, the Promoter will randomly draw a further 10 additional eligible entries for the Prize to be reserve winners if the Prize is unclaimed or cannot be delivered to or accepted by the Winner (**Reserve Winners**).

### **Announcing and notifying the Winner**

20. The Promoter will notify the Winner by email to the Winner's email address (as verified at the time of entry to the Promotion) on 22<sup>nd</sup> August 2024.
21. The Promoter will publish the Winner's first initial, last name and postcode on the Promoter's website at [commbank.com.au/commbankyelloprizewinners](http://commbank.com.au/commbankyelloprizewinners) by 5pm (AEST) on 22<sup>nd</sup> August 2024.
22. If the Prize is unclaimed by, or cannot be delivered to, or is not accepted by the Winner (e.g. due to an invalid entry, invalid email address or inability to travel within the Travel Period) by 12pm (AEST) on 27<sup>th</sup> August 2024:
- (a) the Winner will be taken to have forfeited the Prize and the Promoter will award the Prize instead to the Reserve Winner to have been next drawn; and
  - (b) the Promoter will notify that Reserve Winner by email within one day of the Prize being awarded to them, and will publish their first initial, last name and postcode in the manner described in clause 22.
23. If the Prize is unclaimed by, or cannot be delivered to, or is not accepted by a Reserve Winner, the process set out in clause 23 shall be applied again, and so on until the Prize has been successfully claimed by, delivered to and accepted by a Reserve Winner.

### **Distributing the Prize**

24. Upon notification to the Winner (or Reserve Winner, if applicable) and confirmation of acceptance of the Prize following receiving the email notification described in clause 21 above (or clause 23(b) above, if applicable), the Winner (or Reserve Winner, if applicable) will be contacted by ISA to make arrangements regarding the taking of the Prize and organising the next steps.

### **Resolving disputes**

25. 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.
26. 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**

27. 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.
28. Any entry not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's discretion.

29. Beneficiaries of a Prize acknowledge that ISA and the Promoter accept no responsibility for any tax implications that may arise from the Prize or the Winner accepting and taking the Prize. See section 3 of the CommBank Yello Terms and Conditions for further details on tax implications.
30. 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 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.
31. 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 and/or ISA 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.
32. The Prize is valued in Australian dollars unless expressly stated to the contrary.
33. All Prize amounts in these Terms and Conditions are inclusive of the Australian goods and services tax (GST) unless expressly stated to the contrary.
34. Unless otherwise stated, any travel component of the Prize does not include travel documents, passports, visas, insurance, vaccinations, meals, taxes not included in the price of any tickets, transfers, accommodation, additional meals, incidentals, gratuities, telephone calls or any other costs of a personal nature. The Winner and the Winner's travel companion must be in possession of a valid passport for the duration of the Travel Period and any required period thereafter and any other documentation required for travel to and entry to France. All costs and expenses not specifically mentioned as being included in the Prize are solely the Winner's responsibility. Compliance with any health, passport, visa or other government requirements is the responsibility of the Winner. Failure to comply with the requirements of this clause will deem the Winner's entry invalid and the Winner will forfeit the Prize. The Promoter makes no representation as to the safety, weather, conditions or other issues that may exist as part of the travel or at the destination. The Winner and the Winner's travel companion travel at their own risk.
35. The Prize is subject to availability at the time of booking. The Winner and the Winner's travel companion must travel together, at the same time and with the same itinerary, on all Prize travel. The Promoter is not responsible for any cancellation, delay or rescheduling of flights, and any costs incurred as a result (including, without limitation, additional accommodation costs and daily expenses) will be the sole responsibility of the Winner.
36. The flights may not be direct and not all routings may be available. The flight itinerary will be determined by the Promoter in its sole discretion.
37. Hotel providers providing accommodation as part of the Prize reserve the right to request the Winner's credit card at the time of check-in for the purpose of incidentals, and the Winner acknowledges that a valid credit card in the name of the Winner or their travel companion must be provided if requested.
38. At least one traveller, being either the Winner or the Winner's travel companion, must be over the age of 18 years. If the Winner's travel companion is under the age of 18 years, that person must obtain prior written parental or guardian permission to travel and such written permission must be

provided to ISA. Any traveller under the age of 18 years must be accompanied by the Winner at all times on all tours and experiences and at events.

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.
40. The Promoter may at any time cancel, modify, suspend or terminate the Promotion as set out in the CommBank Yello Terms and Conditions. Termination will not affect any CommBank Yello prizes an Eligible Entrant is already eligible for.
41. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
42. The Promoter will use and handle entrant's 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.
43. The Winner and the Winner's travel companion are solely responsible, at their own cost, for staying up-to-date and complying with current COVID-19 requirements.
44. The Promotion and these Terms of Condition 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 The Iconic Paris Fashion Week 2024 Competition

### Abridged Terms and Conditions

'CommBank Yello x The Iconic Paris Fashion Week 2024 Competition' (**Promotion**) is conducted by Commonwealth Bank of Australia (**Promoter**) and runs from 10pm (AEST) on 30 July 2024 to 3pm (AEST) on 20 August 2024 (see full terms and conditions here [www.commbank.com.au/commbankyellotheiconiccompetition](http://www.commbank.com.au/commbankyellotheiconiccompetition)). 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](http://commbank.com.au/commbankyellotcs)) (and have not become ineligible or opted out during the promotion period), meet the eligibility criteria for either the 'Homeowner' or 'Everyday Plus' customer benefit set out in the CommBank Yello Terms and Conditions, have downloaded and/or logged into CommBank app during the promotion period and are not directly involved in the Promotion or management of the Promoter. Entry through the CommBank App during promotion period. Max 1 entry and 1 prize per person. First eligible entry randomly drawn will win a trip for 2 people to Paris to attend The Iconic Paris Fashion Week 2024 with a glam hair and make-up session, return business class flights, accommodation at Le Meurice Hotel, a chauffeur service for events and VIP host in Paris, massage vouchers, a guided tour of the Louvre Museum, dinner at Ralphs Restaurant and styling session at the Ralph Lauren store, as well as \$5,000 spending money and 10 x \$1,000 The Iconic Gift Cards. Winner must be able to travel to Paris for the period of 25 - 30 September 2024. Total prize value: \$118,881.36. Random electronic prize draw conducted at 2pm (AEST) on 21 August 2024 at The Foundry, 1 Locomotive Street, South Eveleigh NSW 2015. Winners notified by email, and each winner's first initial, last name and postcode will be published on the Promoter's website, on 22 August 2024. Prizes which are unclaimed or which cannot be delivered to, or accepted by a winner by 12pm (AEST) on 27 August 2024 will be forfeited and awarded to a reserve winner. Permits: ACT Permit No. TP 24/01582; NSW Authority No. TP/03182 (NTP/10494); and SA Licence No. T24/1229.