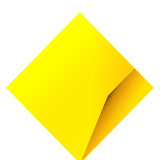


# CommBank Yello x Matt Moran Aria Experience Competition Terms and Conditions



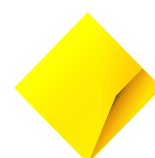
## CommBank Yello x Matt Moran Aria Experience Competition

### Terms and Conditions

1. The Commonwealth Bank of Australia 'CommBank Yello x Matt Moran Aria Experience Competition' (**Promotion**) is conducted by the 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 4:00pm (AEST) on 13<sup>th</sup> May 2025 and closes at 3:00pm (AEST) on 28<sup>th</sup> May 2025 (**Promotion Period**).
3. The Promotion is authorised under Australian Capital Territory Permit No. ACT TP 25/00857, New South Wales Authority No. TP/03182 (NTP/12979), and South Australia Licence No. T25/640.
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 to enter

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) 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 its related entities,



**(Eligible Entrants).**

**How to enter**

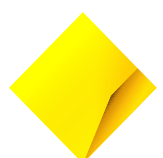
6. Eligible Entrants will receive a notification in the CommBank app during the Promotion Period containing an information page for the Promotion, the Eligible Entrant's latest email address and a confirmation button for the Eligible Entrant to enter the Promotion. To enter the Promotion, the Eligible 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.

**Prize details**

9. Each Winner (determined in accordance with clause 11) will win:
  - (a) Return economy class flights for 2 people to Sydney from the Winner's nearest airport, departing on Wednesday 11<sup>th</sup> June 2025 and returning on Friday 13<sup>th</sup> June 2025 (up to the value of \$2,698 depending on location of the nearest airport) on an airline to be determined at the discretion of the Promoter;
  - (b) Return airport transfers for 2 people from Sydney Domestic Airport to the Intercontinental Sydney hotel (value of \$430);
  - (c) 2 x nights' accommodation for 2 people in a Classic King room at the Intercontinental Sydney hotel in Sydney, including two breakfasts for 2 people (value of \$840);
  - (d) A special experience for 2 people at Matt Moran's ARIA restaurant on 12<sup>th</sup> June 2025, including a meet-and-greet with Matt Moran, a tour of ARIA's kitchen and an eight-course tasting menu with wine pairings (value of \$550 per person);(together, the **Prize**).
10. There will be 10 Prizes in total. The total value of each Prize is up to \$5,068 and the total value of all Prizes in the Promotion is up to \$50,680.

**Determining the Winners**

11. The random electronic prize draw will take place at 11:00am (AEST) on 29<sup>th</sup> May 2025 at the offices of Trade Promotions and Lotteries Pty Ltd (ACN 601 297 330), Level 2, 11 York St, Sydney NSW 2000 (**Draw**). The first 10 entries from Eligible Entrants drawn, as determined by the Promoter, will be awarded a Prize (**Winners**).
12. At the time of the Draw, the Promoter will randomly draw a further 10 additional entries from Eligible Entrants to be reserve winners if any Prize is unclaimed or cannot be delivered to or accepted by a Winner in accordance with these Terms and Conditions (**Reserve Winners**).



13. Each Eligible Entrant is only eligible to win one Prize.

#### **Announcing and notifying the Winners**

14. The Promoter will notify each Winner by email to the Winner's email address (as verified at the time of entry to the Promotion) on 30<sup>th</sup> May 2025.
15. The Promoter will publish each Winner's first initial, last name and postcode on the Promoter's website at [commbank.com.au/commbankyelloprizewinners](http://commbank.com.au/commbankyelloprizewinners) by 5:00pm (AEST) on 30<sup>th</sup> May 2025.

#### **Claiming the Prize**

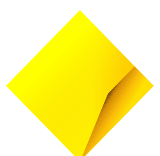
16. The Winners must claim their Prize by 5:00pm (AEST) on 2<sup>nd</sup> June 2025 by confirming receipt of the notification email by return email or by such other method specified in the notification email.
17. If a Prize is unclaimed or cannot be delivered to or accepted by a Winner (e.g. due to an invalid entry or inability to travel within the required period) by 5:00pm (AEST) on 2<sup>nd</sup> June 2025:
- (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 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 15; and
  - (c) the Reserve Winner must claim their Prize within 2 business days from being notified of the Prize being awarded to them.
18. If a Reserve Winner does not claim the Prize within the time specified in clause 17(c), the process set out in clause 17 shall be applied again, and so on until the Prize has been claimed by a Reserve Winner.

#### **Distributing the Prizes**

19. 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. Eventscape will deliver and manage the Prize and will be the main point of contact with the Winners or Reserve Winners (as the case may be).

#### **Conditions of taking the Prize**

20. As a condition of claiming 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;



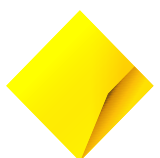
- (d) the Promoter using the Prize Recipient's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for the purpose of promoting the Promotion (including any outcome), and promoting any products of the Promoter;
  - (e) comply with any terms or conditions applicable to any element of the Prize imposed by the supplier or operator of each such element of the Prize; and
  - (f) on request by the Promoter, provide photographs of the Prize Recipient, and one or more brief summaries of their experiences, for the Promoter to use in any media for the purpose of promoting the outcome of the Promotion.
21. The Prize may not be transferred, exchanged or redeemed for cash or other goods or services.
22. If the Prize, or any element of the Prize, is unavailable or a Prize Recipient and their travel companion are unable to participate in scheduled activities, the Promoter 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.
23. Neither the Promoter nor Eventscape 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 Eventscape.

### **Resolving disputes**

24. 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.
25. 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.

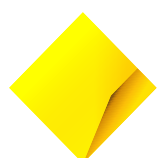
### **General**

26. 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.
27. Any entry not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's discretion.
28. Beneficiaries of a Prize accept the Prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from the Prize or the Prize Recipient accepting and taking the Prize. Beneficiaries of the Prize should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser. See section 3 of the CommBank Yello Terms and Conditions for further details on tax implications.
29. 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



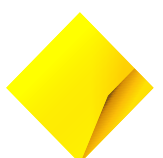
breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

30. 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 Eventscape 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.
31. The Prize is valued in Australian dollars unless expressly stated to the contrary. All Prize amounts in these Terms and Conditions are inclusive of the Australian goods and services tax (GST) unless expressly stated to the contrary.
32. All costs and expenses not specifically mentioned as being included in the Prize are solely the Prize Recipient's responsibility. 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 Prize Recipients and their travel companions take the Prize and travel at their own risk.
33. Prize Recipient's and their travel companions must be over the age of 18 years.
34. 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**).
35. 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; (e) any tax liability incurred by a beneficiary of a Prize (including an Eligible Entrant and the Prize Recipient); (f) use/taking of the Prize (g) the Promotion.
36. 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.
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 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 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.
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 Yello x Matt Moran Aria Experience Competition

### Abridged Terms and Conditions

'CommBank Yello x Matt Moran Aria Experience Competition' (**Promotion**) is conducted by Commonwealth Bank of Australia (**Promoter**) and runs from 4.00pm (AEST) on 13<sup>th</sup> May 2025 to 3.00pm (AEST) on 28<sup>th</sup> May 2025 (**Promotion Period**) (see full terms and conditions here [www.commbank.com.au/commbankyelloaria](http://www.commbank.com.au/commbankyelloaria)). Open to individuals who 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' benefit set out in the CommBank Yello Terms and Conditions, have downloaded or logged into CommBank App during the Promotion Period and are not involved in the Promotion or management of the Promoter or its related entities. Entry through the CommBank App during Promotion Period. Max 1 entry and 1 prize per person. First ten eligible entries randomly drawn will each win the following prize for 2 people: return economy class flights from winner's nearest airport to Sydney (leaving 11<sup>th</sup> June 2025 and returning 13<sup>th</sup> June 2025); 2 nights' accommodation at Intercontinental Sydney in shared room with breakfast; a special experience at ARIA restaurant including a meet-and-greet with Matt Moran, kitchen tour and eight-course meal with wine pairings; return transfers between airport and hotel. Total prize value: AUD\$50,680.00. Random electronic prize draw conducted at 11.00am (AEST) on 29<sup>th</sup> May 2025 at Trade Promotions and Lotteries Pty Ltd (ACN 601 297 330), Level 2, 11 York St, Sydney NSW 2000. Winners notified by email, and each winner's first initial, last name and postcode will be published on the Promoter's website, on 30<sup>th</sup> May 2025. Prizes which are unclaimed or which cannot be delivered to a winner by 5.00pm on 2<sup>nd</sup> June 2025 will be forfeited and awarded to reserve winners. Permits: ACT Permit No ACT TP25/00857; NSW Authority No. TP/03182 (NTP/12979); and SA Licence No. T25/640.

