

CommBank Click to Pay Menulog Competition Terms and Conditions

CommBank Click to Pay Menulog Competition

Terms and Conditions

- The Commonwealth Bank of Australia 'CommBank Click to Pay Menulog Competition'
 (Promotion) is conducted by the Commonwealth Bank of Australia ABN 48 123 124 of The
 Foundry, 1 Locomotive Street, South Eveleigh NSW 2015 (PH: 13 22 21) (Promoter).
- 2. The Promotion commences at 12:00am (AEST) on 1st September 2025 and closes at 11:59pm (AEDT) on 31st January 2026 (**Promotion Period**).
- 3. The Promotion is authorised under Australian Capital Territory Permit No. TP 25/01848, New South Wales Authority No. TP/03182 (NTP/14120) and South Australia Licence No. T25/1363.
- 4. In these Terms and Conditions, the term 'Click to Pay' means the fast and secure online shopping checkout option available at participating online stores, including Menulog (for more information, see the Promoter's webpage at commbank.com.au/clicktopay).

Eligibility

- 5. Entry is open to individuals who:
 - (a) reside in Australia;
 - (b) are aged 18 years or older;
 - (c) hold an active personal CommBank Mastercard debit or credit card or StepPay digital card (**Eligible Card**);
 - (d) have a correct phone number and email address held by the Promoter and are eligible to receive marketing communications from the Promoter (for details on how to confirm these, refer to clause 27); and
 - (e) are not persons who are (as determined by the Promoter):
 - 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).

6. To be eligible to win a Prize (as defined in clause 10 below), Eligible Entrants must continue to meet the Eligibility Requirements set out in clause 5 until the Winner or Reserve Winner has been determined and the Prize has been accepted in accordance with these Terms and Conditions.

How to enter

- 7. To enter, Eligible Entrants must, at any time before the end of the Promotion Period, complete a Menulog purchase using their Eligible Card and Click to Pay as the payment method (**Qualifying Purchase**). To check out with Click to Pay, select the Payment Method as 'Credit or Debit Card',
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- tap 'Order and pay', then select the 'Credit/Debit card' option featuring the Click to Pay logo and follow the prompts to complete the payment with your Eligible Card. Your Menulog registered email and/or phone number must match your Click to Pay registered email and/or phone number which can be found in the CommBank app (tap 'Cards' and select 'Click to Pay').
- 8. Entry is automatic when an Eligible Entrant makes a Qualifying Purchase. Each Qualifying Purchase counts as a single entry (**Entry**). Eligible Entrants are permitted to make multiple Entries during the Promotion Period.
- 9. By entering, each entrant agrees to:
 - (a) the Promoter's privacy policy available at <u>commbank.com.au/privacy</u> (**Privacy Policy**); and
 - (b) these Terms and Conditions.

Prize details

- 10. Each Winner (determined in accordance with clause 13) will win a Menulog Voucher applied as credit to their Menulog account, valued at \$10,000 (**Prize**).
- 11. There will be 5 Prizes in total. The total value of each Prize is \$10,000 and the total value of all Prizes in the Promotion is \$50,000.
- The Prize is being supplied by Menulog Pty Ltd (ACN 120 943 615) (Menulog).

Determining the Winners

- 13. The random electronic prize draw will take place at 11:00am (AEDT) on 9 February 2026 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 five (5) entries from Eligible Entrants drawn, as determined by the Promoter, will each be awarded a Prize (**Winners**).
- 14. At the time of the Draw, the Promoter will randomly draw a further ten (10) additional entries from Eligible Entrants to be reserve winners if the Prize is unclaimed or cannot be delivered to or accepted by a Winner in accordance with these Terms and Conditions (**Reserve Winners**).
- 15. Each Eligible Entrant is only eligible to win one (1) Prize.

Announcing and notifying the Winners

- 16. The Promoter will notify each Winner by email by 5:00pm (AEDT) on 10 February 2026.
- 17. The Promoter will publish each Winner's first initial, last name and postcode on the Promoter's website at commbank.com.au/ctppromotion by 5:00pm (AEDT) on 25 February 2026.



Claiming the Prize

- 18. The Winners must claim their Prize by 1:00pm (AEDT) on 25 February 2026 by confirming receipt of the notification email by return email or by such other method specified in the notification email and acceptance of these Terms and Conditions.
- 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 time specified in clause 18:
 - (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 25 February 2026 of the Prize being awarded to them, and will publish their first initial, last name and postcode in the manner described in clause 17 within 14 days from being notified; and
 - (c) the Reserve Winner must claim their Prize within 14 days from being notified of the Prize being awarded to them and complete the actions in clause 22 within 14 days of receiving the Promoter's email.
- 20. If a Reserve Winner does not claim the Prize 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. The Prize will be delivered to the Winner's (or Reserve Winner's, if applicable) Menulog account within fourteen (14) days of the Winner (or Reserve Winner, if applicable) claiming the Prize and completing the actions required under clause 22.

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:
 - (a) accept these Terms and Conditions;
 - (b) prior to receiving the Prize, set up a Menulog account in the Prize Recipient's name (if they do not have one already) and set up Menulog Pay to enable the distribution of a Menulog Voucher to the Winner's Menulog account (the term 'Menulog Pay' means the Menulog account type required for the Prize Recipient's Menulog Voucher to be applied to);
 - (c) use the Prize within 12 months of delivery to the Prize Recipient's Menulog account (and in the alternative, any part of the Prize not used within 12 months will be forfeited);
 - (d) the publication of their details in accordance with these Terms and Conditions;
 - (e) the Promoter sharing the Prize Recipient's name, email address and phone number with Menulog for the purpose of distributing the Prize;
 - (f) being contacted for purposes directly related to the Promotion, including being contacted by Menulog;



- (g) comply with any terms or conditions applicable to the Prize imposed by Menulog, including but not limited to Menulog's terms and conditions located at menulog.com.au/terms-and-conditions which include eligibility and terms of use requirements for purchases on Menulog; and
- (h) any part of the Prize not used to be forfeited as at the date the Prize Recipient ceases or is no longer eligible to hold a Menulog account.
- 23. Prizes may not be transferred, exchanged or redeemed for cash or other goods or services.

Resolving disputes

- 24. Complaints regarding the Promotion may be submitted by:
 - (a) completing the online complaints form available at 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. The Promoter will notify Prize Recipients using the email address displayed in their NetBank. To check your email address and phone number are correct, visit commbank.com.au and click 'Log on', then 'NetBank log on' and then 'Settings' and click 'My contact details'. To check your marketing eligibility, under 'Settings', click 'NetBank message preferences' and ensure 'Special offers, products & services' and 'Product information & upgrades' are ticked. The Promoter takes no responsibility for a Prize Recipient not claiming or being able to receive a Prize due to incorrect contact details.
- 28. Any entry not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's discretion.
- 29. The Prize Recipient accepts the Prize 'as is' and acknowledges that Menulog 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, particularly where the Prize is received as an incident of the customer's business or income-producing activities.
- 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, place of residence, valid email and phone number and consent to receive marketing communications from the Promoter) 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.
- 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 may, subject to the approval of all relevant regulatory authorities if required, take any action that may be available including cancelling, terminating, modifying or suspending the Promotion.
- 32. The Prizes are valued in Australian dollars unless expressly stated to the contrary.
- 33. All Prize amounts in these Terms and Conditions are inclusive of the Australia goods and services tax (GST) unless expressly stated to the contrary.
- 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 their 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* (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; (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.
- 37. The Promoter may at any time cancel, modify, suspend or terminate the Promotion as set out in these Terms and Conditions, subject to any requirements of the relevant regulatory authorities.
- 38. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 39. 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.
- 40. The Promoter will use and handle entrant's personal information as set out in its Privacy Policy, which can be viewed at commbank.com.au/support/privacy or obtained from a branch. 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.



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.



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CommBank Click to Pay Menulog Competition

Abridged Terms and Conditions

'CommBank Click to Pay Menulog Competition' (Promotion) is conducted by Commonwealth Bank of Australia (Promoter) and runs from 12:00am (AEST) 1 September 2025 to 11:59pm (AEDT) 31 January 2026 (see full terms and conditions here **commbank.com.au/ctppromotion**). Open to Australian residents 18 years or older who have an active Commonwealth Bank personal Mastercard credit or debit card or StepPay digital card (Eligible Card), have a correct phone number and email address held by the Promoter (to check this log on to NetBank, click 'Settings' and then click 'My contact details'), are eligible to receive marketing communications from the Promoter (to check this log on to NetBank, click 'Settings', then click 'NetBank message preferences' and ensure 'Special offers, products & services' and 'Product information & upgrades' are selected) and are not involved in the Promotion or management of the Promoter or any other benefitting organisation. Entry is through completion of a Menulog purchase using an Eligible Card and Click to Pay as the payment method (to check out with Click to Pay, select Payment Method 'Credit or Debit Card', tap 'Order and pay', then select the 'Credit/Debit card' option featuring the Click to Pay logo and follow the prompts to complete the payment with your Eligible Card). Your Menulog registered email and/or phone number must match your Click to Pay email and/or phone number which can be found in the CommBank app (tap 'Cards' and select 'Click to Pay'). Unlimited entries are permitted. First 5 eligible entries drawn will each win a \$10,000 Menulog Voucher, delivered to the winner's Menulog account. Winners must have a Menulog account and set up Menulog Pay to receive and use Prize. Total prize value: \$50,000. Random electronic prize draw conducted at 11:00am (AEDT) on 9 February 2026 at Level 2, 11 York St, Sydney NSW 2000. Winners will be notified by email on 10 February 2026. Each winner's first initial, last name and postcode will be published on the Promoter's website by 5:00pm (AEDT) on 25 February 2026. Prizes which are unclaimed or which cannot be delivered to a winner by 1:00pm (AEDT) 25 February 2026 will be forfeited and awarded to reserve winners. Permits: ACT Permit No ACT TP25/01848; NSW Authority No. TP/03182 (NTP/14120); and SA Licence No. T25/1363.

