

CommBank Ashes 2015 Promotion

Conditions of Entry

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry.

PROMOTIONAL PERIOD

2. The promotion commences at 12.01am (AEST) on 9 June 2015 and closes at 4.59pm (AEST) on 26 June 2015 ("Promotional Period").

ELIGIBILITY

3. Entry is only open to residents of Australia (**Entrants**). The directors, management and employees (and their immediate families i.e spouse, parent, sibling or child) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion.
4. Entrants aged under 18 years of age must obtain the consent of their parent or legal guardian to enter the promotion and provide Personal Information about themselves. All Entrants who are under the age of 18 years and enter the promotion without disclosing (or attempting to conceal) their age (as and where required) and/or do not provide the required parental or guardian consent (as and where required) will be deemed invalid. These Conditions of Entry will bind the Entrants and any parent or legal guardian who gives their consent (for Entrants aged under 18 years). If the winner is aged under 18 years, the prize will, at the sole discretion of the Promoter, be awarded to the parent or legal guardian who consented to the winner entering the promotion on behalf of the winner.

HOW TO ENTER

5. To enter the promotion, Entrants must log onto Commbank.com.au/cricket and complete and submit the application form during the Promotional Period. Entrants must be available, if they are the winner, to accept the prize as stated, on the dates outlined in condition 9 of these Terms & Conditions ("**Eligible Entrant**"). If the Entrant drawn is unable to accept the prize as stated on the dates outlined they will be deemed ineligible to receive the prize.
6. Only one entry per person is permitted online, however Entrants who are CommBank customers at the time of the entry will receive an additional entry in the draw.

DRAW

7. The computerised draw will take place at 10.00am (AEST) on 29 June 2015 at MDSA, 15 Grosvenor Street, Neutral Bay NSW 2089.
8. The result of the draw is final and no correspondence will be entered into.

PRIZE

9. The first Eligible Entrant drawn will be the prize winner and will receive the following Travel package, valued at \$13,310.
 - Return economy Qantas airfares for two (2) persons from the winner's nearest Australian capital city to London, England, leaving by 13 July 2015 and with a return date to be arranged with the winner (includes flight associated taxes)
 - 6 nights twin share accommodation at Radisson Blu Edwardian Kenilworth commencing 15 July 2015
 - Breakfast daily for two (2) persons
 - Reserved seating for two (2) persons at the Second Ashes Test at Lord's (reserved seat on days 1-4, reserved or general admission on day 5)
 - Cricket Australia Travel Office ("**CATO**") Pre Match Function for two, the evening of 15 July 2015 including special guest appearances, 3 course set menu dinner
 - Transfers for two, to/from the CATO Pre Match Function on 15 July 2015

- Seven (7) day Travelcard incorporating Zones 1-2 of London's public transport system (for two)
- CATO staff assistance throughout
- Exclusive ASICS team merchandise (2 x polo shirts and 2 x cap)

NOTIFICATION OF THE WINNER

10. The winner will be notified by phone and in writing within 2 business days of the draw and their name will be published on www.commbank.com.au/cricket from 29 June 2015 for a period of 28 days.

RIGHT OF THE PROMOTER TO REDRAW

11. The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming the prize. If the prize remains unclaimed at 5.00pm on 6 July 2015, a second draw will be conducted on 7 July 2015 at the same time and place as the original draw, subject to any written direction given under applicable law. The winner will be notified by phone and in writing within 2 business days of the draw and their name will be published on www.commbank.com.au/cricket from 9 July 2015 for a period of 28 days.

GENERAL

12. The prize is not transferable or exchangeable. The prize must be taken as offered and cannot be varied. The prize cannot be used or redeemed in conjunction with any other offer. The prize departure date is to be determined & agreed upon by the promoter and the winner, and is subject to availability. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought.
13. Unless otherwise stated, the prize does not include travel insurance, passports, visas, meals, taxes not included in the price of the ticket, ground transportation or any other costs of a personal nature.
14. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the promotion, before issuing a prize (including confirming consent of an Entrant's parent or legal guardian and the name, age and address of the parent or legal guardian who gave their consent, where an Entrant is under 18 years of age). If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Entrant may be ineligible and deemed invalid.
15. As a condition of entering this promotion, each Entrant consents to, in the event they are the winner, the Promoter and Cricket Australia using the Entrant's entry, name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are the winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter or Cricket Australia and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
16. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
17. The prize will only be awarded following winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.

18. By entering this competition entrants agree to comply, and ensure that their companions comply, with the ticket conditions which accompany the tickets won in conjunction with the competition. Entrants also agree to comply, and ensure that their companions comply, with any conditions or terms of ticket purchase, entry to a venue and/or attendance at a match and any conditions of entry imposed by the venue operator (CATO will make the Major Prize winner aware of where to find such details).
19. The International cricket fixture is subject to change (including due to bad weather) without notice. The England Cricket Board reserves the right in its absolute discretion to change or amend the International cricket fixture without notice. Neither the Promoter nor Cricket Australia accept responsibility for any delay, postponement or cancellation of the 2nd Ashes Match on 16/07/15 for any reason beyond the control of the Promoter or Cricket Australia. Cricket Australia Approval code: 212
20. Notwithstanding paragraph 17, 18 or 19, if the 2nd Ashes Match on 16/07/15 is abandoned, called off or postponed for any reason, the Major Prize winner and their companion forfeit the tickets to the match and no cash or alternative tickets will be substituted for that component of the Major Prize. The Major Prize winner will still receive all other components of the Major Prize including flights and accommodation, provided that such elements of the Major Prize are still being taken between 15/07/15 and 21/07/15 (inclusive).
21. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion, subject to any written directions made under applicable State or Territory legislation.
22. The Promoter and Cricket Australia, their associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the Promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and/or (iv) acceptance and/or use of any prize.
23. By entering the promotion, Entrants acknowledge that the promoter collects their Personal Information so that the Promoter may process their entry and administer the Promotion. The Entrant's Personal Information will not be used for promotional purposes. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions. You may access and correct your information by contacting the Privacy Officer, Customer Relations, Commonwealth Bank Group, Reply Paid 41, NSW 2001, by calling the Promoter on 13 2221 or by visiting any branch of the Promoter. Please refer to the Privacy Statement available at www.commbank.com.au or on request from any Commonwealth Bank branch.
24. If you have selected the option to receive information and offers from Australian Cricket, you understand and agree that Cricket Australia also collects your personal information, including on behalf of State or Territory cricket associations, including the Big Bash League teams (together, "Australian Cricket") to communicate with you, and for any of the purposes set out in Australian Cricket's Privacy Policy (available at www.cricket.com.au/privacy or by emailing privacy@cricket.com.au), and that the personal information you provide will be disclosed to and used by Australian Cricket under the terms of Australian Cricket's Privacy Policy, which contains information about how you may access and seek to correct your personal information or complain about a breach of your privacy, and how Australian Cricket will deal with that complaint. Australian Cricket may disclose your personal information to other parties, including Australian Cricket's third party service providers. From time to time, these third parties may be located (and so your personal information may be disclosed) overseas, including in India, the USA and the UK, and other countries from time to time. Australian Cricket may use and disclose your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with Australian Cricket's Privacy Policy), and for facilitating further offers directly from third parties if you opt in to receive those offers. You can request to access, update or correct any personal information Australian Cricket holds about

you by writing to Cricket Australia's Privacy Officer at 60 Jolimont Street, Jolimont, VIC, 3002 or sending an email to privacy@cricket.com.au

25. In these Conditions of Entry: "Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth). "Personal Information" means, for the purpose of the Privacy Act 1988 (Cth) as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012, information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
26. Promoter: The Promoter is the Commonwealth Bank of Australia (ABN 48 123 123 124) of Level 12, 201 Sussex Street Sydney NSW 2000, telephone 02 9117 7093 (the "Promoter").
27. Authorised under NSW Permit No. LTPS/15/03478, ACT Permit No. TP15/05782, VIC Permit No. 15/1004, SA Licence No. T15/769