

## Commonwealth Bank “Cricket Club Heroes” Promotion Conditions of Entry

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is the Commonwealth Bank of Australia ABN 48 123 123 124 of Level 13, 201 Sussex Street Sydney NSW 2000, Telephone 02 9916 0547 (the “**Promoter**”).
3. The Promotion commences on 09/10/2014 and ends at 11.59pm AEDT on 28/12/2014 (**Promotion Period**)

The Promotion Period may be extended at the discretion of the Promoter. Any changes to the Promotional Period will be published on [www.commbank.com.au/cricket](http://www.commbank.com.au/cricket) with at least 24 hours notice to the published conclusion of the Promotion.

4. Entry is open to Australian residents who are able to accept the prize as stated and on the dates included in condition 8 of these Terms & Conditions. Employees of Cricket Australia and employees and their immediate families (spouse, parent, sibling or child) of the Promoter, related companies of the Promoter and agencies associated with the Promotion and their related companies are not eligible to enter. Any entrant under 18 years of age must have permission from their parent or guardian to enter the Promotion. If a winner is under 18 years of age the prize will be awarded to their parent or guardian on their behalf (Eligible Entrant).
5. To enter the Promotion participants must during the Promotion Period be a CommBank Cricket Club (CCC) Member, and complete and submit the entry form, including their response in 100 words or less ‘Tell us in 100 words or less who deserves recognition?’. Entry forms are located on the CommBank Cricket Club website [www.commbank.com.au/cricket](http://www.commbank.com.au/cricket)

As a condition of entry into a promotion, entrants will automatically subscribed to regular communications from the CommBank Cricket Club.

This is a Game of Skill and chance plays no part in determining the winners.

Entries will be deemed accepted at the time of transmission if all mandatory fields are completed. In any dispute relating to whether entries have been received or not will be determined by the Promoter (whose decision is final). Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.

Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered

ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.

The Promoter, its affiliates and agents are not responsible in any way for the content or descriptions included by entrants, nor do they necessarily endorse the content or descriptions. Entries received must be the original work of the entrant. The Promoter may in its sole and absolute discretion take any action it deems appropriate including without limitation, remove such content. Entries received during the Promotion Period will be individually moderated by representatives of the Promoter to ensure content posted is not illegal, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, indecent, libellous, hateful, obscene, or otherwise injurious to third parties or are otherwise objectionable.

6. Entrants are permitted to enter once during the Promotion Period, If an entrant enters more than once, only their first entry is valid.
7. There is one (1) prize to be won. All entries received during the Promotion Period will be entered in the Judging which will be conducted at Commonwealth Bank, level 13, 201 Sussex Street Sydney, NSW 2000 on 30/12/2014. The entry judged as the most deserving and creative of all entries received, in the opinion of the Judging Panel will deem the Eligible Entrant and the person nominated (Cricket Club Hero) in the entry wins.
8. Prizes
  - a. The 1 winning Eligible Entrant and their Cricket Club Hero that they have nominated will receive the following prize; Return economy flights to Sydney from the winner's nearest Australian capital city (flight associates taxes are included) arriving in Sydney on a date to be confirmed by the Promoter
  - b. Twin share accommodation for one night at a hotel of the Promoter's choice for the Eligible Entrant and the Cricket Club Hero
  - c. One Ticket each to the Allan Border Medal presentation.

The prize is valued up to \$3,000.

If any winners and/or their Cricket Club Hero are NSW residents they will forfeit the airfare element of the prize and no compensation will be paid or given in lieu.

9. The Winner will be notified in writing and by phone within 2 weeks of the Judging. By acceptance of any prize, winners agree to their names being announced on television, and/or published on [www.commbank.com.au/cricket](http://www.commbank.com.au/cricket) by 31/01/2015.
10. The Promoter reserves the right to rejudge in the event of a prize winner being unable to satisfy these terms and conditions or forfeiting or not claiming their Prize. If a Prize remains unclaimed or is forfeited through ineligibility or otherwise the Promoter will conduct a further judging at the same time

and place as the original Judging on 07/01/2015 subject to any applicable law. The winner/s, if any, will be notified in writing immediately and their names will be published on [www.commbank.com.au/cricket](http://www.commbank.com.au/cricket) by 31/01/2015. All reasonable steps to notify the winner of the results of the rejudging will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.

11. Prizes or any unused portion of a prize are not transferable or exchangeable and cannot be taken as cash.

12. Prize specifics are as follows:

- a. Prize must be taken to coincide with the date of the Allan Border Medal presentation included in the prize.
- b. The winners of each prize must depart from and return to the same departure point and travel together.
- c. The airline tickets do not attract any loyalty program award points. Frequent flyer points will not form part of the prize.
- d. The winners must be eligible to take this prize. The winners are responsible for ensuring that they have valid travel documentation.
- e. Unless expressly stated all other expenses including travel insurance, all taxes (excluding airline and airport taxes and fuel or other surcharges), spending money, meals, beverages, sightseeing, gratuities/tips, transfers, optional excursions whilst using the prize, transfers to and from departure point, items of a personal nature including phone calls, excess baggage charges, in-room charges, laundry, additional accommodation, insurance and all other ancillary costs will be the sole responsibility of the winners.
- f. Travel insurance is strongly recommended to cover the winners against personal baggage loss, medical expenses and other loss that may be encountered during the prize trip. The cost to do so will be the responsibility of the Eligible Entrant and the Cricket Club Hero.
- g. Check-in time at most hotels is 3:00pm and your room(s) may not be available for immediate occupancy should you arrive prior to this time. It is possible to ensure immediate availability by paying the extra day's tariff, booking rooms for the night before arrival. Check-out time at most hotels is 10:00am. Rooms still occupied after the designated checkout time may incur charges that would be payable directly to the hotel.
- h. The winners may be required to present their credit card at time of accommodation check in.
- i. Itinerary to be determined by the Promoter in its absolute discretion.

### **General Conditions**

13. If for any reason the Promotion is not capable of running as planned, including but not limited to fraud or causes beyond the control of the Promoter or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in their sole discretion to cancel, terminate, modify or suspend the Promotion, subject to any directions from a regulatory authority.

14. Competition entries will be void if mutilated, forged or tampered with in any way.
15. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardize 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
16. The Promoter and CA reserves the right to conduct security verification checks at its absolute discretion. Prize winners may be required to sign a declaration confirming their eligibility to accept the prize.
17. The Promoter and CA are not liable for any loss, damage or personal injury suffered or sustained as a result of, in connection with, or arising out of the Promotion or taking a Prize and Entrants release the Promoter and CA from any such liability.
18. In the event that for any reason whatsoever a winner does not take a prize in its entirety, at the time and dates specified by the Promoter then that prize will be forfeited by the winner and cash (and any other compensation) will not be awarded in lieu of that prize.
19. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. The Promoter reserves the right to verify the validity of entries and to disqualify any entry that is not in accordance with these Conditions of Entry.
20. To the extent permitted by law, CA and the Promoter and their related entities, respective directors, officers, employees and agents, will not be liable for any personal injury, loss or damage, whatsoever which is suffered or sustained (including, but not limited to) indirect or consequential, financial or other loss) to or by a winner.
21. The Promoter, CA and their associated agencies and companies associated with this promotion will take no responsibility for prizes lost or damaged in transit.
22. By entering this promotion entrants agree to comply, and ensure that each subsequent holder complies, with the ticket conditions, which accompany any tickets won in conjunction with the promotion. Entrants also agree to comply, and ensure that each subsequent ticket holder complies, with any conditions provided by Cricket Australia relating to attendance at the AB Medal event.
23. The Cricket Australia shield device is a trade mark of, and used under licence from, Cricket Australia.
24. All entries become the sole property of the Promoter. All images uploaded are owned by Commonwealth Bank. The Promoter collects your personal information so that it may process your entry, administer this Promotion and contact you regarding information on products or services that may be of benefit or interest to you. 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 Policy available at [www.commbank.com.au](http://www.commbank.com.au) or on request from any Commonwealth Bank branch.
25. These Conditions of Entry shall be governed by the laws of Australia and each entrant agrees to submit to the non-exclusive jurisdiction of the State courts.

26. By entering the Promotion, Entrants agree and consent to the Promoter: using and disclosing the Entrant's personal information for the purposes of conducting the Promotion, redeeming a Prize and any other matter connected to or incidental to the Promotion; and using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Promotion and for any other purpose at the Promoter's sole discretion.
27. If you have selected the option to receive information and offers from Cricket Australia, 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](http://www.cricket.com.au/privacy) or by emailing [privacy@cricket.com.au](mailto: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](mailto:privacy@cricket.com.au).
- CA Approval Code 205.