

**Commonwealth Bank of Australia**

**Commonwealth Bank Cricket “#ZincUp Beyond the Boundary” Promotion – Conditions of Entry (Revised)**

1. Information on how to enter and prize details set out in all communications regarding the Commonwealth Bank of Australia “#ZincUp Beyond the Boundary” promotion (the “**Promotion**”) form part of these Conditions of Entry. Any entry not complying with these Conditions of Entry is invalid. Entry into this Promotion and the acceptance or receipt of a prize by the winner(s) is deemed as acceptance of these Conditions of Entry.
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. There are three (3) components to this Promotion as follows:
  - (a) the Minor Prize Component;
  - (b) the Major Prize Component; and
  - (c) the McGrath Fundraising Component
4. Entry into the Major and Minor Prize Component is open to individuals who satisfy the following eligibility requirements (“**Eligibility Requirements**”):
  - (a) Individuals must be an Australian resident and aged 16 years or over;
  - (b) Individuals must not be employees (or members of their immediate family: spouse, parent, sibling or child) of the Promoter or the Promoter’s related entities directly involved in the Promotion (as determined by the Promoter) or Cricket Australia (“**CA**”);
  - (c) Individuals under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion; and

To be eligible for the relevant Minor Prizes (as defined below), individuals must be in attendance at the test match on the day those Minor Prizes are available to be won.

**Minor Prize Component**

5. The Minor Prize Component will be conducted at selected test matches on selected days as detailed in the table below. All times referenced below will be local time. There will be three (3) minor rounds (the “**Minor Rounds**”) on each selected day of the relevant test matches as detailed in the table below, subject to the early finish or cancellation of the days play at the particular test match. Minor Prizes will be awarded before the end of each Minor Round. If the test match is finished or cancelled during a Minor Round, then the Promoter reserves the right to close the particular Minor Round early, and award the Minor Prize(s) (as defined below) for that Minor Round. If the test match is finished or cancelled prior to the start of the Minor Round, then the Promoter reserves the right to either add those prizes to the next Minor Round, or not award those Minor Prizes if there are no more Minor Rounds available.

<b>Test</b>	<b>Dates</b>	<b>Minor Round entry time and prize(s)</b>	<b>Minor Round entry time and prize(s)</b>	<b>Minor Round entry time and prize(s)</b>
Hobart	10/12/2015 to 12/12/2015	9am to 11am 2 x \$25 stadium vouchers	11.01am to 1pm 2 x \$25 stadium vouchers	1.01pm to 4pm  Day 1: 1 x West Indies Vs Aus signed bat (Commonwealth Bank One Day Series ) Retail Value: \$400  Day 2: 1 x Southern Stars signed shirt 14/15 Retail Value: \$300
Melbourne	26/12/2015 to 28/12/2015	8am to 10am 2 x \$25 stadium vouchers	10.01am to 12pm 2 x \$25 stadium vouchers	12.01pm to 4pm Day 1: 1 x Nathan Lyons signed shirt

				Retail value: \$200  Day 2: 1 x Southern Stars signed shirt 14/15 Retail value: \$300  Day 3: 1 x Australian Men's National Cricket Team 14/15 (signed shirt) Retail value: \$300
Sydney	3/01/2016 to 7/01/2016	8am to 10am 2 x \$25 stadium vouchers	10.01am to 12pm 2 x \$25 stadium vouchers	12.01pm to 4pm  Day 1: 1 x Australian Men's National Cricket Team 14/15 (signed shirt)  Day 2: 1x Australian Men's National Cricket Team 14/15 (signed shirt)  Day 3: 1 x Australian Men's National Cricket Team 14/15 (signed shirt)  Day 4: 1 x Australian Men's National Cricket Team 14/15 (signed shirt)  Day 5: 1x Australian Men's National Cricket Team 14/15 (signed shirt)  Retail value: \$300 each

6. To be eligible to enter a Minor Round, the individual must be at the selected test match at the time of the entry period for that Minor Round ("Minor Round Entry Period"). To enter the particular Minor Round, the individual must satisfy the Eligibility Requirements as specified in Condition 4 and then during the relevant Minor Round Entry Period submit a 'Zinced-up selfie' - photo of themselves with Zinc on their face accompanied by the hashtag #ZincUp and the tag @CommBank, on their publicly visible Twitter or Instagram account. By entering the Minor Round the entry will also be entered into the Major Prize Component.
7. The best number of entries equal to number of prizes in each Minor Round, as determined by the judges, will each win a minor prize as detailed in the above table (the "**Minor Prize**"). Minor Prize winners will be notified by private/direct message on Instagram or Twitter, and will be asked to confirm their seat number and location so that the Minor Prize may be awarded. Winners of the Minor Prizes must claim their Minor Prize within two hours of having been contacted via private/ direct message otherwise they will forfeit their Minor Prize.
8. If any Minor Prize is forfeited, the Promoter reserves the right to award the next best entrant with that Minor Prize or roll over that Minor Prize to the next Minor Round, or not award that Minor Prize if there are no more Minor Rounds available.
9. The stadium voucher prizes must be redeemed at the ground at which they were awarded. The stadium vouchers can be redeemed for food and non-alcoholic beverages at selected outlets at the ground. The redemption of the stadium vouchers are subject to the standard terms and conditions of the voucher issuer. The Promoter accepts no responsibility for expired, lost, or stolen vouchers or vouchers that have been tampered with in anyway.

### Major Prize Component

10. The Major Prize Component commences at 12:01am AEDT on 5/11/2015 and closes at the conclusion of the Melbourne Test Match (the “**Promotion Period**”). During the Promotion Period, there will be five (5) entry periods (the “**Test Match Entry Periods**”) as detailed in the table below, and accordingly five (5) major rounds (the “**Major Rounds**”). Each Test Match Entry Period will commence at 12:01am AEDT on the first day of the test match and close at 11.59pm AEDT pm on the last day of the test match, except for the Melbourne Test Match when the Test Match Entry Period closes at the conclusion of the match. The **Test Match Entry Period** will continue even if the relevant test match finishes early, except for the Melbourne Test as noted above.

Test	Dates
Brisbane	5/11/2015 to 9/11/2015
Perth	13/11/2015 to 17/11/2015
Adelaide	27/11/2015 to 1/12/2015
Hobart	10/12/2015 to 14/12/2015
Melbourne	26/12/2015 to the conclusion of the Test Match.

11. To enter the particular Major Round, the individual must satisfy the Eligibility Requirements and then during the relevant Test Match Entry Period submit a ‘Zinc-ed-up selfie’- photo of themselves with Zinc on their face accompanied by the hashtag #ZincUp and the tag @CommBank, on their publicly visible Twitter or Instagram account.
12. The best valid entry received in each Major Round, as determined by the judges, will each win the major prize (the “**Beyond the Boundary Experience prize**”) valued at up to \$2960 depending on point of departure:
- (a) Return economy flights for two people to Sydney from the winner’s nearest Australian capital city (flight associated taxes are included) arriving in Sydney on 02/01/2016, departing 07/01/2016;
  - (b) Twin share accommodation for 5 nights at a property as determined by the Promoter in its absolute discretion; and
  - (c) Tickets and entry for two people into the CommBank Cricket Clubhouse at the Sydney Cricket Ground for the first 5 days of the Commonwealth Bank Test AUS v WI (03/01/2016 - 7/01/2016).
13. Unless expressly stated, all other expenses including travel insurance, all government and airport taxes (excluding fuel or other surcharges), spending money, meals, beverages, optional excursions whilst using the prize, transfers to and from departure points, additional accommodation and insurance will be the sole responsibility of each winner. Prize is subject to the standard terms and conditions of third party prize suppliers. Prize must be taken to coincide with the Sydney Test, and is subject booking and flight availability. Frequent flyer points or any other reward points will not form part of the prize. The winner and their companion must depart and return from the same point of departure.
14. If the winner of a major prize is aged under 18 years of age, they must be accompanied by their parent or guardian during the entire time of the prize.
15. The winners of the major prize will be notified by private/direct message on Instagram or Twitter. Winners of the major prize will also be contacted by phone.

### McGrath Fundraising Component

16. The McGrath Fundraising Component commences 12:01am AEDT on the first day of the Sydney test match (03/01/16) and closes at 11.59pm AEDT pm on 07/01/16 ("**Fundraising Period**").
17. Members of the public will be asked to share a 'Zinced Up-selfie' - photo of themselves accompanied by the hashtag #ZincUp and the tag @CommBank, on their public or private Twitter or Instagram account.
18. To be eligible to enter, entrants must be at least 13 years old or over.
19. For each image accompanied by the hashtag #ZincUp during the fundraising period, the Promoter will donate at least \$5 to The McGrath Foundation. The total amount the Campaign Promoter will donate to The McGrath Foundation (ABN 231 1556 6624) for the campaign will not exceed \$50,000.
20. There is no limit to the number of entries that can be submitted per individual.
21. Each entrant licences the Promoter to use their submission in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. So for each submission the entrant:
  - a. Must be the photographer of the picture and the author of any other content in your submission;
  - b. Grant us permission to re-share any content in your submission including a perpetual, royalty-free and worldwide license to use any works under the Copyright Act; and
  - c. Agree to waive moral rights in any works under the Copyright Act.
  - d. Each entrant warrants to the Campaign Promoter that each photo submitted is an original work of the entrant and that it does not infringe the rights of any third party. Entrants agree to indemnify the Campaign Promoter against all costs and claims by third parties arising from a breach of this warranty.

### General

22. All valid entries into the Major and Minor Prize Component will be judged on originality and creative merit. This is a game of skill and chance plays no part in determining the winners. The Promoter reserves the right to select another winner in the event of a prize winner being unable to satisfy these Conditions of Entry or forfeiting or not claiming their prize.
23. Any entry into the Major and Minor Prize Component and McGrath Fundraising Component that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in anyway, 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's decision in relation to any aspect of this Promotion is final and no correspondence will be entered into.
24. Multiple entries accepted, subject to the following: (a) each entry must be submitted in accordance with the entry requirements outlined in Condition 4 and Condition 18.
25. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under **15**, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original artistic work of the entrant that does not infringe the rights of any third party;

- (e) they consent to any use of the Content which may otherwise infringe the Content creator's moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
25. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of clause 24. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
  26. The total prize value is approximately \$23,000 based on the recommended retail value provided by the supplier and is correct at the time of printing. The Promoter accepts no responsibility for any variation in prize value.
  27. Prizes are not transferable or exchangeable and cannot be taken as cash. The winners accept the prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from the prize. The winner should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
  28. The Promoter will use its best endeavours to provide the prizes listed. If the prizes are unavailable for whatever reason, the Promoter reserves the right to substitute for that prize or item for a prize or item of an equivalent value.
  29. In the event that for any reason whatsoever a winner does not take an element of the prize at the time agreed by the Promoter then that element of the prize will be forfeited by that winner and cash will not be awarded in lieu of that element of the prize.
  30. The Promoter and CA reserve the right to request that the winner demonstrates their eligibility for the prize as a condition of receipt of a prize. Identification considered suitable for verification is at the discretion of the Promoter and CA. The Promoter and CA reserves the right to request the winner (or parent or guardian if under 18 ) sign a deed of eligibility and release of liability before the prize is awarded.
  31. 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. 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 Conditions of Entry , 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
  32. 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 its sole discretion to cancel, terminate, modify or suspend the Promotion. The Promoter and their associated agencies and companies associated with this promotion will take no responsibility for prizes lost or damaged in transit.
  33. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and CA (including their respective officers, employees and agents) 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 the Promotion.
  34. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and CA (including their respective 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 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 Conditions of Entry; (e) in the event any test match is cancelled or delayed; (f) any tax implications as a result of receiving the prize; and (g) the prize.

35. All entries become the sole property of the Promoter. 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 interest to you. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions. The Promoter will use and handle your personal information as set out in its Privacy Policy, which can be viewed at [www.commbank.com.au](http://www.commbank.com.au) or obtained from a branch. The Privacy Policy set outs how you may access, update or correct your personal information, change your direct marketing preferences or make a privacy complaint. You may contact the Promoter via the Privacy Officer, Customer Relations, Commonwealth Bank Group, Reply Paid 41, NSW 2001, by calling 13 2221 or by visiting any branch.
36. 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.
37. 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.
38. 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).
39. Cricket Australia reserves the right in its absolute discretion to change or amend the International Cricket/KFC T20 Big Bash League fixture without notice. Neither the Promoter nor Cricket Australia accept responsibility for the cancellation or delay of any cricket match connected with this Promotion for any reason beyond the control of the Promoter or Cricket Australia.
40. By entering this promotion entrants agree to comply, and ensure that each subsequent ticket 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 Cricket Australia's Conditions of Ticket Purchase, Entry to a Venue and Attendance at a Match (available at [ww.cricket.com.au/tickets](http://ww.cricket.com.au/tickets)) supplemented by conditions of entry imposed by the venue operator. The Promoter will provide every person attending the match as part of the promotion with a copy of Cricket Australia's Conditions of Ticket Purchase, Entry to a Venue and Attendance at a Match with delivery of the prize tickets.
41. The Cricket Australia shield device is a trade mark of, and used under licence from, Cricket Australia.
42. These Conditions of Entry shall be governed by the laws of New South Wales and each entrant agrees to submit to the non-exclusive jurisdiction of New South Wales

