

## Commonwealth Bank “Customer Merchandise Giveaway” 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 at 12.01am AEDT on 01/11/2014 and ends at 11.59pm AEDT on 31/01/2015 (**Promotion Period**).
4. Entry is open to Australian residents. Employees of Cricket Australia, 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 and Cricket Australia (CA) are not eligible to enter. Any entrant under 18 years of age must have permission from their parent or guardian to enter the Promotion (Eligible Entrant). If a winner is under 18 years of age the prize will be awarded to their parent or guardian on their behalf (Eligible Entrants).
5. To enter the Promotion Eligible Entrants must be a Commonwealth Bank Customer (during the Promotion Period and when the prize is drawn), by selecting Commonwealth Bank Customer in the drop down menu and sign up as a member of the CommBank Cricket Club by completing and submitting the membership form on the CommBank Cricket Club website at [www.commbank.com.au/cricket](http://www.commbank.com.au/cricket)

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

To be eligible to receive a prize a winner must be a current Commonwealth Bank customer at the time the prize is awarded.

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.

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 are five (5) prizes to be won. All eligible entries received during the Promotion Period will be entered in the Prize Draw which will be conducted at MDSA, 15 Grosvenor Street, Neutral Bay NSW 2089 at 11.00am (ADST) on 04/02/2015 using a certified drawing system.

8. Prizes

The first 5 Eligible Entrants drawn will each receive the following prize;

A signed Australian Cricket replica Test Series shirt (Authenticated by a Commonwealth Bank staff member, who was present when shirts were signed). Framing of the shirt is at the discretion of the promoter.

There are 5 prizes in total. Each prize is valued at a maximum \$800. The cost of postage will be included and prizes will be despatched immediately upon availability from Cricket Australia

9. Maximum retail value of the total prize pool is \$4,000.
10. Winners will be notified by email within 2 working days of the Draw. By acceptance of any prize, winners agree to their names being published on [www.commbank.com.au/cricket](http://www.commbank.com.au/cricket) from 27/02/2015.
11. The Promoter may draw ten (10) additional reserve entries in the draw and record them (in order) in case an invalid entry or ineligible Entrant is drawn or the Entrant drawn does not accept the Prize. An Entrant whose entry is drawn must confirm their eligibility to be awarded the Prize, and ability to accept and participate in the Prize, within twenty-four (24) hours of being successfully notified by the Promoter that they have been drawn, otherwise their entry will be deemed invalid. In the event of an invalid entry or an ineligible Entrant drawn, or if the Entrant drawn does not accept the Prize, the Prize will be awarded to the first reserve entry drawn. If the Prize cannot be awarded to the Entrant drawn, the Promoter will continue the process until the Prize is awarded. If after this process the Prize has still not been awarded, or the Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw in accordance with Condition 12.
12. The Promoter reserves the right to redraw 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 draw/s at 11.30am (AEDT) at the same place as the original draw on 13/05/2015 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) on 15/05/2015. All reasonable steps to notify the winner of the results of the unclaimed prize draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.

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

### **General Conditions**

14. 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.
15. Competition entries will be void if mutilated, forged or tampered with in any way.
16. 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
17. The Promoter and CA reserve 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.
18. 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.
19. 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.
20. 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.
21. To the extent permitted by law, the Promoter and its related entities, CA and its and their 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.
22. The Promoter and their associated agencies and companies associated with this promotion will take no responsibility for prizes lost or damaged in transit.
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).

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