## 4(c) – Game of Skill and entrants are 18 years or over.

## **Commonwealth Bank of Australia**

## CommBank 21 Day Change Challenge

- 1. Information on how to enter and prize details set out in all communications regarding the Commonwealth Bank of Australia 21 Day Change Challenge (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 201 Sussex St, Sydney NSW, telephone 02 9303 9606 (the "**Promoter"**).
- The Promotion commences at 9am AEST time on 21 May 2017 and closes at 11pm AEST on 31 July 2017 (the "Promotion Period").
- 4. Entry into the Promotion is open to individuals who satisfy the following eligibility requirements ("Eligibility Requirements"):
  - Must be over 18 and representing a registered Australian Business with an ABN / ACN;
  - Are not employees or members of the immediate family (spouse, parent, sibling or child) of employees of the Promoter or the Promoter's related entities directly involved in the Promotion (as determined by the Promoter)
- 5. To enter, you must satisfy the Eligibility Requirements and during the Promotion Period:
  - Go to website at <u>www.commbank.com.au/changechallenge</u>,
  - Complete the 21 Day Change Challenge within your business
  - Submit your experience of the 21 Day Change Challenge by 31 July 2017
- 6. Chance plays no part in winning this Promotion. Entries will be judged on their originality and creativity from the valid entries received during the Promotion Period. The entries will be judged by a judging panel at 201 Sussex St, Sydney NSW on 8 August 2017. Winners will be notified by telephone and email within two (2) days of the date of judging.
- 7. There will be two prizes. The two entries judged as being the most creative and original will receive

The winning businesses will receive a two day Change Workshop valued at \$17,000, plus \$10,000 towards taking their change idea even further. Including flights and accommodation the total package is valued at up to \$35,000.

• The 2 day workshop must be completed between 4 September 2017 and 15 December 2017 at a date agreed by both the winner and CommBank.

CommBank Change Workshop – two days total, valued at \$17,000

- Two days in our CommBank Innovation Lab in Sydney hosted by an Innovation Coach
- Full day of rapid prototyping or digital and even app creation
- Half day of user experience (UX) testing in the CommBank Innovation Lab

Flights, accommodation and transfers for up to three people from your business, valued at up to \$8,000

- Economy flights from any capital city in Australia to Sydney
- Two nights' accommodation in Sydney for up to three employees
- Transfers to and from the airport

Plus a further \$10,000 given to your business to take your change idea even further

- Money will be transferred to your business after the workshop has been completed
- 8. The total prize value is approximately \$35,000 based on the recommended retail value provided by the suppliers of travel and accommodation. The workshop is based on market costs for a change manager, UX development and user research and is a conservative cost estimate. Costs correct at the time of printing. The Promoter accepts no responsibility for any variation in prize value.

- 9. By acceptance of a prize the winner agrees to the name of the winner being published on the CommBank website: commbank.com.au/changechallenge.
- 10. 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.
- 11. The Promoter's decision is final and no correspondence will be entered into. The Promoter will arrange for delivery of the prizes within Australia, after the selection of the winning entries, by mutual agreement with the winner(s).
- 12. 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 subject to any written directions given under applicable trade promotion laws and regulations.
- 13. 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.
- 14. The Promoter reserves 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.
- 15. If any winner fails to claim their prize by 15 December 2017 the Promoter may select further winning entries on 19 December 2017 subject to any written directions given under applicable trade promotion laws and regulations. These winner/s names will be on the CommBank website by 22 December 2017.
- 16. 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 take any action that may be available including cancelling, terminating, modifying or suspending the Promotion. The Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process.
- 17. Any cost associated with accessing the promotional website is the dependent on the Internet Service Provider used and is the responsibility of the entrant.
- 18. 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.
- 19. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the internet or any website, or any combination thereof (including, but not limited to) any injury or damage to participants or any other person's computer related to or related to or resulting from participation in or downloading any materials in this Promotion.
- 20. To the extent permitted by law, the Promoter and its related entities 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.
- 21. 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 (including its respective officers, employees and agents) excludes 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.
- 22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 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 and Conditions.

- 23. 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 <a href="https://www.commbank.com.au">www.commbank.com.au</a> 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.
- 24. 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 the New South Wales.