

Commonwealth Bank / McAfee Win a \$250 Gift Card Promotion

Conditions of Entry

1. Information on how to enter and prize details set out in all communications regarding the Commonwealth Bank of Australia McAfee® Win a \$250 Gift Card 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 a winner or the parent(s) or guardian(s) of a winner is deemed as acceptance of these Conditions of Entry. If a winner is under the age of 18 years, the winner’s prize will be awarded to that winner’s parent(s) or guardian(s).
2. The Promoter is the Commonwealth Bank of Australia ABN 48 123 123 124, 201 Sussex Street, Sydney, NSW 2000 telephone 132221 (the “**Promoter**”).
3. The Promotion commences at 12.01am on 08/01/2014 and closes at 11.59pm on 28/02/2014 (the “**Promotion Period**”).
4. Entry into the Promotion is open to individuals who satisfy the following eligibility requirements (“**Eligibility Requirements**”):
 - Are a CommBank customer
 - Entrants 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 Conditions of Entry. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
 - Are not members of the immediate family of employees of the Promoter or the Promoter’s related entities directly involved in the Promotion (as determined by the Promoter) and
 - Have not already entered the Promotion
5. To enter, you must satisfy the Eligibility Requirements and during the Promotion Period:
 - Go to www.commbank.com.au/personal/win-a-gift-card, click through to the McAfee website, follow the usual prompts, fill in your personal & account details, and take up the 6 month free McAfee Internet Security trial. Once you have taken up the McAfee 6 month Internet security trial you will automatically be entered in the draw to win 1 of 10 \$250 Visa gift cards.
6. The computerised draw will be conducted by McAfee at Level 20, 201 Miller Street, North Sydney on 17/03/2014 before 12.00pm noon. Winners will be notified by telephone and in writing (via email) within two (2) days of the date of judging.
7. There are 10 prizes in total. Each prize is \$250 worth of Visa gift cards. The gift cards expire 12/2014. The prize is not redeemable for cash.
8. The total prize value is \$2500. 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 in the public notices section of The Australian newspaper on 21/03/2014.
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 17/06/2014 the Promoter may select further winning entries via computerised draw which will be conducted by McAfee at Level 20, 201 Miller Street, North Sydney on 18/06/2014 subject to any written directions given under applicable trade promotion laws and regulations. Winners will be notified by telephone and in writing (via email) within two (2) days of this draw date. The winner’s name will be published in the public notices section of The Australian newspaper on 20/06/2014.

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 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 or on request from any Commonwealth Bank branch.

24. These Conditions of Entry shall be governed by the laws of relevant state in Australia and each entrant agrees to submit to the non-exclusive jurisdiction of the relevant state in Australia.

25. Authorised under NSW Permit No LTPS/13/09470; ACT Permit No TP 13/04471.