Commonwealth Bank

Cars for CommBank Private Sales Vehicle Giveaway Terms and Conditions

008-278 091126

Cars for CommBank Private Sales Vehicle Giveaway Terms and Conditions

1. The Commonwealth Bank of Australia 'Cars for CommBank Private Sales Vehicle Giveaway' (**Promotion**) is conducted by Commonwealth Bank of Australia ABN 48 123 123 124 of Level 3C, 11 Harbour Street, Sydney NSW 2000 (PH: 13 2221) (**Promoter**).
2. The Promotion commences at 8:00am (AEDT) on 12th November 2026 and closes at 12:01am (AEDT) on 3rd February 2027 (**Promotion Period**).
3. The Promotion is authorised under Australian Capital Territory Permit No. ACT TP 26/02664, New South Wales Authority No. TP/03182 (NTP/18560) and South Australia Licence No. T26/2017.
4. In these Terms and Conditions:
   (a) the term 'Cars for CommBank' refers to the Promoter's marketplace for buying and selling vehicles located at **carsforcommbank.com.au**; and
   (b) the term 'VEME' refers to Vehicle Exchange Online Pty Ltd trading as Vehicle Exchange Made Easy (ACN 665 759 106).

Eligibility

5. Entry is open to individuals who:
   (a) reside in Australia;
   (b) are aged 18 years or over;
   (c) are customers of the Promoter during the Promotion Period; and
   (d) are not persons who are (as determined by the Promoter):
      (i) involved (whether as a principal, agent or employee) in the conduct or the promotion of the Promotion (including any person who determines who is to win a prize in the Promotion); or
      (ii) involved in the management of the Promoter or any of the Promoter's related entities or any other benefitting organisation,

   (**Eligible Entrants**).

How to enter

6. To enter the Promotion, Eligible Entrants must during the Promotion Period create a private listing for their vehicle on Cars for CommBank (**Private Listing**) by:
   (a) selecting 'Sell my car', clicking 'Start private listing' and completing the required steps to provide details and photos of their vehicle; and
   (b) completing the VEME identity and vehicle verification process (which includes paying VEME's verification fee of $29).
7. To be accepted for entry purposes, the Private Listing must be live on Cars for CommBank for 2 weeks, unless the Eligible Entrant's vehicle (as listed in the Private Listing) is sold on Cars for CommBank earlier.
8. Each Eligible Entrant is not restricted to any number of entries.

9. Entry is automatic upon an Eligible Entrant completing the steps set out in clause 6, subject to clause 7. To opt out of the Promotion, an Eligible Entrant must select an "opt out" tick box when completing the Private Listing.
10. If an entrant does not opt out of entering the Promotion, that entrant will be taken to have agreed to:
    (a) the Promoter's Group Privacy Statement available at **commbank.com.au/privacy** (**Privacy Statement**);
    (b) VEME's privacy policy available at **veme.me/privacy-policy**;
    (c) receiving marketing communications for purposes directly related to the Promotion; and
    (d) these Terms and Conditions.

Prize details

11. The Winner (determined in accordance with clause 13) will win a BYD Seal Premium (driveaway price valued at approximately $59,489.16 and includes costs of dealer delivery, vehicle registration, stamp duty and compulsory third party insurance) (**Prize**).
12. The Prize is being supplied by the Promoter.

Determining the Winner

13. The random electronic prize draw will take place at 2:00pm (AEDT) on 24th February 2027 at Trade Promotions and Lotteries Pty Ltd (ACN 601 297 330), Level 13, 477 Pitt St, Sydney NSW 2000 (**Draw**). The first entry from Eligible Entrants drawn, as determined by the Promoter, will be awarded the Prize (**Winner**).
14. At the time of the Draw, the Promoter will randomly draw a further 3 additional entries from Eligible Entrants to be reserve winners if the Prize is unclaimed or cannot be delivered to or accepted by the Winner in accordance with these Terms and Conditions (**Reserve Winners**).

Announcing and notifying the Winner

15. The Promoter will notify the Winner by phone call to the Winner's phone number (being, the latest phone number recorded with the Promoter) and email to the Winner's email address (being, the latest email address recorded with the Promoter) within 7 days of the Draw.
16. The Promoter will publish the Winner's first initial, last name and postcode on the Promoter's website at **carsforcommbank.com.au** within 7 days of the Draw.

Claiming the Prize

17. The Winner must claim their Prize by 5:00pm (AEDT) on 19th March 2027 by confirming receipt of the notification email or phone call by return email or by such other method specified in the notification email.
18. If the Prize is unclaimed or cannot be delivered to or accepted by the Winner (e.g. due to an invalid entry) by 5:00pm (AEDT) on 19th March 2027:
    (a) the Winner will be taken to have forfeited the Prize and the Promoter will award the Prize instead to a Reserve Winner to have been next drawn;
    (b) the Promoter will notify that Reserve Winner by email within 5 business days after the day that the Prize has been awarded to them, and will publish their first initial, last name and postcode in the manner described in clause 16 within 5 business days; and

(c) the Reserve Winner must claim their Prize within 14 days from being notified of the Prize being awarded to them by confirming receipt of the notification email by return email or by such other method specified in the notification email.

19. If a Reserve Winner does not claim the Prize within the time specified in clause 18(c), the process set out in clause 18 shall be applied again, and so on until the Prize has been claimed by a Reserve Winner (but only for so long as permitted having regard to the number of Reserve Winners).

Distributing the Prize

20. Upon the Winner (or Reserve Winner, if applicable) claiming the Prize, the Winner (or Reserve Winner, if applicable) will be contacted by the Promoter to make arrangements regarding the fulfilment of the Prize and organising the next steps.

21. The Promoter will arrange for the Prize to be collected by the Winner at an EVDealer Group BYD dealership in the vicinity of where the Winner lives. The Promoter cannot give any guarantee as to the delivery time for the Prize.

Conditions of taking the Prize

22. As a condition of claiming the Prize, the Winner or Reserve Winner (as the case may be) (**Prize Recipient**) agrees to:

    (a) the Promoter using the Prize Recipient's name (last name and initial of first name) and postcode in any media for the purpose of publishing the outcome of this Promotion;

    (b) being contacted for purposes directly related to the Promotion;

    (c) the Promoter using the Prize Recipient's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for the purpose of promoting the Promotion (including any outcome), and promoting any products of the Promoter;

    (d) comply with any terms or conditions applicable to the Prize imposed by the manufacturer or supplier of the Prize; and

    (e) on request by the Promoter, provide photographs of the Prize Recipient, and one or more brief summaries of their experiences, for the Promoter to use in any media for the purpose of promoting the outcome of the Promotion.

23. Notwithstanding any other provision of these Terms and Conditions, at the time of claiming the Prize under clause 17 or 18 (as applicable), the Prize Recipient may notify the Promoter that they do not wish for their name, postcode, likeness, photographs, image and/or voice to be published.

24. The Prize may not be transferred, exchanged or redeemed for cash or other goods or services.

25. If the Prize, or any element of the Prize (for example, the colour, features or model), is unavailable, the Promoter reserves the right, in its discretion, to substitute the Prize, or that element of the Prize, with a prize of equivalent value and/or specification, subject to any legal requirements of any applicable regulatory authorities.

26. The Promoter does not accept responsibility for the cancellation, delay, unavailability, restriction or condition on or of any element of the Prize for any reason beyond the control of the Promoter.

Resolving disputes

27. Complaints regarding the Promotion may be submitted by:
    (a) completing the online complaints form available at **commbank.com.au/contactus**;
    (b) calling 13 22 21; or
    (c) visiting any Commonwealth Bank branch.
28. If there is a dispute concerning the complaint, the decision of the Promoter is final and binding, and no further correspondence will be entered into.

General

29. Information on how to enter the Promotion and Prize details set out in all communications regarding the Promotion form part of these Terms and Conditions.
30. Any entry not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's discretion.
31. The Prize Recipient accepts the Prize 'as is' and acknowledges that the Promoter accepts no responsibility for any tax implications that may arise from the Prize or the Prize Recipient accepting and taking the Prize. The Prize Recipient should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
32. The Promoter reserves the right, at any time, in its sole discretion, to verify the validity of entries and eligibility of entrants (including an entrant's identity, status as a customer of the Promoter, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant whom the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper conduct calculated to jeopardise fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
33. 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, planned or unplanned outages, 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, subject to the approval of all relevant regulatory authorities if legally required, take any action that may be available including cancelling, terminating, modifying or suspending the Promotion.
34. The Prize is valued in Australian dollars unless expressly stated to the contrary.
35. All Prize amounts in these Terms and Conditions are inclusive of the Australian goods and services tax (GST) unless expressly stated to the contrary.
36. All costs and expenses not specifically mentioned as being included in the Prize are solely the Prize Recipient's responsibility. The Prize Recipient takes the Prize at their own risk.
37. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the states and territories of Australia (**Non-Excludable Guarantees**).



38. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related entities (including their respective directors, 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, planned or unplanned outages 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 claim 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;
    (e) any tax liability incurred by a beneficiary of the Prize (including an Eligible Entrant and the Prize Recipient);
    (f) use/taking of the Prize;
    (g) the Promotion.
39. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
40. All entries become the sole property of the Promoter. The Promoter collects personal information from entrants so that it may process entries, administer this Promotion and contact entrants regarding information on products or services that may be of interest to them. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions.
41. The Promoter will use and handle entrants' personal information as set out in its Privacy Statement. The Privacy Statement sets out how individuals may access, update or correct their personal information, change their direct marketing preferences or make a privacy complaint.
42. The Promotion and these Terms and Conditions will be governed by the laws of the State or Territory of Australia in which the Eligible Entrant resides. Entrants accept the jurisdiction of the courts and tribunals of that State or Territory in connection with any disputes concerning the Promotion.
43. To contact the Promoter, write to the Privacy Officer, Customer Relations, Commonwealth Bank Group, Reply Paid 41, NSW 2001, or call 13 2221 or visit any branch.



Cars for CommBank Private Sales Vehicle Giveaway

Abridged Terms and Conditions

'Cars for CommBank Private Sales Vehicle Giveaway' (**Promotion**) is conducted by Commonwealth Bank of Australia (**Promoter**) and runs from 8:00am (AEDT) on 12th November 2026 to 12:01am (AEDT) on 3rd February 2027 (**Promotion Period**) (see full terms and conditions here **carsforcommbank.com.au**). Open to individuals who are 18 years or over, reside in Australia, are customers of the Promoter during the Promotion Period and are not involved in the Promotion or management of the Promoter or any other benefitting organisation. Entry through creating a private listing for a vehicle on Cars for CommBank during Promotion Period by selecting 'Sell my car', clicking 'Start private listing' and completing the steps to provide details and photos of their vehicle and completing the VEME identity and vehicle verification process (which includes paying VEME's verification fee of $29). Multiple entries permitted. First eligible entry randomly drawn will win a BYD Seal Premium (driveaway price valued at approximately $59,489.16 and includes costs of dealer delivery, vehicle registration, stamp duty and compulsory third party insurance). Total prize value: $59,489.16. Random electronic prize draw conducted at 2:00pm (AEDT) on 24th February 2027 at Trade Promotions and Lotteries Pty Ltd (ACN 601 297 330), Level 13, 477 Pitt St, Sydney NSW 2000. Winner notified by phone and email within 7 days of the draw. Winner's first initial, last name and postcode will be published on the Promoter's website within 7 days of the draw. If the prize is unclaimed or cannot be delivered to or accepted by the winner by 5:00pm (AEDT) on 19th March 2027, it will be forfeited and awarded to a reserve winner. Permits: ACT Permit No. ACT TP 26/02664; NSW Authority No. TP/03182 (NTP/18560); and SA Licence No. T26/2017.

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