

Commonwealth Bank of Australia

"CommBank Platy" Promotion

Conditions of Entry

1. Information on how to enter and prize details set out in all communications regarding the Commonwealth Bank of Australia "CommBank PlatyBank" 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 any person 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, Darling Park Tower 1, 201 Sussex Street Sydney NSW 2000. Telephone: 13 2221 (the "Promoter").
3. The Promotion commences at 9.00am (AEDT) on 11th December, 2015 and closes at 5pm (AEDT) on 18th December, 2015 (the "Promotion Period").
4. Entry into the Promotion is only open to individuals who satisfy the following eligibility requirements ("Eligibility Requirements"):
 - Individuals must be an Australian resident aged over 18 years;
 - 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); and
 - Have not previously entered the Promotion.
5. To enter, individuals must satisfy the Eligibility Requirements and, during the Promotion Period; "*Share your savings milestone*" with us in 50 words or less by commenting on the promotional Facebook post with their entry.
6. This Promotion is a game of skill and chance plays no part in determining the winners. Entries will be judged by a representative of the Promoter and will be judged based on originality and creativity of the answer provided to the promotional question. The winner will be notified within the Facebook comment thread of the competition post. The Promoter's decision is final and no correspondence will be entered into. Winners will be notified via Facebook Private Message within two working days, and will have to share contactable information in order for the prize to be validated.
7. There will be one prize winner for the promotional period; the entry judged as being the most creative and original during the Promotional Period will receive a \$2000 (AUD) and a platypus money box. The winner will need to provide their full name, BSB and account number for the Promoter to fulfil the prize. The Promoter will transfer the cash on January 4 2016. The transfer may take up to 3 business days to reach the winner's account. The Promoter does not accept responsibility for any delays as a result of the transfer.
8. Only one (1) entry is permitted per person.
9. The total prize value is approximately \$2000 (AUD). The Promoter accepts no responsibility for any variation in prize value.
10. 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), or the winner(s) parent(s) or guardian(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 26 December, 2015 the Promoter may select further winning entries on 4 January 2016 subject to any written directions given under applicable trade promotion laws and regulations.
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 Facebook 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, indecent, 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 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.
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 New South Wales.

