## **Terms & Conditions**

## The Commonwealth Bank Not-for-Profit Treasurers' Awards 2017

- Terms & Conditions for The Commonwealth Bank Not-for-Profit Treasurers' Awards 2017.
- 2. Information on how to enter and prize details set out in all communications regarding the Terms & Conditions for The Commonwealth Bank Not-for-Profit Treasurers' Awards 2017 (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.
- 3. The Promoter is the Commonwealth Bank of Australia ABN 48 123 123 124 of Level 9, 201 Sussex Street, Sydney, telephone 9118 6590 (the "Promoter").
- 4. Entries will open at 11.00am Monday, 6 March 2017 and close at 11:00am Friday, 28 July 2017.
- 5. Entry into the Promotion is open to individuals who satisfy the following eligibility requirements ("Eligibility Requirements"):
  - a. Over the age of 18 and a resident of Australia
  - b. 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)
  - c. Have not already entered the Promotion.
- 6. To enter, you must satisfy the Eligibility Requirements and during the Promotion Period submit an entry via https://www.ourcommunity.com.au/treasurersawards2017 and complete and submit the online entry form.
- 7. Chance plays no part in winning this Promotion. Winners will be judged on the most relevant, original and/or creative responses from the valid entries received during the Promotion Period. The entries will be judged by Our Community and winners will be announced during Not-for-Profit Finance Week, commencing Monday, 18 September 2017. Winners will be notified via a phone call from Our Community.
- 8. Selected competition entries will be shared in future Commonwealth Bank communication and promotional activities.
- 9. There will be three (3) prizes in total. The prizes (3 x \$5,000) will be donated to the winning Treasurers' nominated Not-for-Profit organisation. The three winning Treasurers will be flown from their closest Australian capital city to a gala event in Sydney during Not-for-Profit Finance Week. Overnight accommodation and meals are included. Winners are responsible for spending money, alcoholic and non-alcoholic beverages, trip incidentals and personal effects.

- 10. The total prize pool value is approximately: \$19,000AUD total, and is correct at the time of printing. The Promoter accepts no responsibility for any variation in prize value.
- 11. By acceptance of a prize, winners agree to their name being published on the Our Community and CBA websites and in communication and promotional material relating to the Awards.
- 12. 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.
- 13. 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).
- 14. 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.
- 15. 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.
- 16. 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.
- 17. If any winner fails to claim their prize by Friday, 18 August 2017 the Promoter may select further winning entries on subject to any written directions given under applicable trade promotion laws and regulations.
- 18. 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.
- 19. Any cost associated with accessing the promotional website is dependent on the Internet Service Provider used and is the responsibility of the entrant.
- 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. 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 resulting from participation in or downloading any materials in this Promotion.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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 Statement available at www.commbank.com.au or on request from any Commonwealth Bank branch.
- 26. These Conditions of Entry shall be governed by the laws of Australia and each entrant agrees to submit to the non-exclusive jurisdiction of Australia.