

Trade Promotion: Schedule to Conditions of Entry

Promotion Name	Birthday Surprise Draw	
Promotion type	Public (external)	
Promotion style	Game of Chance	
Promoter	The promoter is Westpac Banking Corporation ABN 33 007 457 141 tel: 132 032 of Level 18, 275 Kent Street, Sydney, NSW	
Permit Numbers	Authorised under: NSW Permit No: /SA Permit No: /ACT Permit No:	
Relevant States	All Australia	
Entry Restrictions	Entry is open to all residents of All Australia aged 18 years or over who hold an active Westpac account, are registered for online banking, are opted in to receive offers via online banking, are opted in to electronic and phone marketing and have a valid email address, phone number and date of birth recorded in the Promoter's customer records. (an Entrant)	
Promotion Period	Opens	01/12/2024 at 12.01am AEST
	Closes:	28/02/2025 11.59pm AEST
Entry Procedure	<p>Entry is automatic. All residents of All Australia aged 18 years or over who hold an active Westpac account, are registered for online banking, are opted in to receive offers via online banking, are opted in to electronic and phone marketing, have a valid email address and phone number will be included in the monthly draw that corresponds with their date of birth month as recorded in Promoter's customer records.</p> <p>(the "Entry"), in order to be considered an "Eligible Entrant".</p>	
Automatic Entry Opt Out	Any person who qualifies for an Eligible Entry in the Promotion, but who during the Promotional Period wishes to withdraw their Eligible Entry, may advise the Promoter of their intention not to participate in the Promotion by declining their winnings , and that person's Entry will be withdrawn from the Promotion.	
Maximum number of Entries	Limit of one entry per person	
Draw Details (if game of chance)	Date and Time	<p>10am on 14 January 2025 for all Entries received during December 2024</p> <p>10am on 4 February 2025 for all Entries received during January 2025</p> <p>10am on 4 March 2025 for all Entries received during February 2025</p> <p>Each a "Monthly Draw"</p>
	Location	200 Barangaroo Ave, Sydney NSW 2000
	Draw Method	Random electronic draw
Prize details	<p>There are 3 Prizes. One Prize for each Monthly Draw.</p> <p>Each Prize consists of 2x \$500 Pre-paid Mastercard Gift cards and is subject to terms and conditions at LINKHERE</p>	
Total prize pool	\$3,000.00	
Notification of Winner	Winner/s will be notified by email within three business days of each Draw.	
Publication details	On the Westpac website at westpac.com.au/birthday-competition within 7 business days of each Draw (upon consent received from the Winner to publish same)	
Prize claim date	Each Monthly Draw Prize must be claimed within three months of notification of the Winner	
Unclaimed Prize Draw	<p>If the Monthly Draw Prize has not been claimed within three months of notification of the Winner, an unclaimed prize draw will be held within three business days of that date at 10am.</p> <p>Location: 200 Barangaroo Ave, Sydney NSW 2000</p>	
Publication date for unclaimed prize winner (if any)	Unclaimed Prize winner will be notified in writing within three business days of the unclaimed prize draw, and their name/s will be published on the Westpac website at westpac.com.au/birthday-competition within 7 business days of the Unclaimed Prize Draw (upon consent received from the Winner to publish same).	
Consent to publication and	The Winner will be requested to provide consent to the publication of their name and city of origin in	

Promoter's Privacy Policy	<p>any advertisements or articles relating to the Promotion or the Prize and participates in any media releases which may include photographs of the Winner by the Promoter or any other member of the Westpac Group.</p> <p>The Promoter's privacy policy can be found at http://www.westpac.com.au/privacy/privacy-policy/</p>
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Conditions of Entry

1. These Conditions of Entry incorporate and must be read together with the accompanying Schedule for this Promotion. **The accompanying Schedule prevails in the event of any inconsistency with these Conditions of Entry, to the extent permitted by law.** By participating in this Promotion, each participant fully and unconditionally agrees and acknowledges that these Conditions of Entry are binding.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

Eligibility

3. If this is a public promotion, entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions. In the event this Promotion is open to Entrants under 18 years of age, those Entrants must have the consent of a parent or guardian to enter.
4. If this is an internal promotion, entry to the Promotion is open to employees and contractors of the Promoter who meet the Entry Restrictions and continue meet the Entry Restrictions at the time of awarding the Prize. Members of the public are not permitted to enter.
5. Unless this is an internal promotion, employees and contractors of the Westpac Group and their immediate families are ineligible to enter.
6. The Promotion will be conducted during the Promotion Period.
7. To enter the Promotion, entrants must complete the steps outlined in the Entry Procedure within the Promotion Period.
8. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
9. Entrants may enter the Promotion up to the Maximum Number of Entries.
10. Entries must be received by the Promoter during the Promotion Period. Online or email entries are deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant.
11. Eligible Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
12. Incomplete and illegible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter in the Entry Procedures relating to the Promotion.
13. In the event that an Account with the Promoter is held in joint names, the Eligible Entrant will be the first person named on that Account.

Determining and notifying Winners

14. The Prize draw(s) (if applicable) will be conducted in accordance with the Draw Details. The Prize(s) will be awarded to the Eligible Entry or Entries (as applicable) randomly drawn in accordance with the Draw Details ("the Winner(s)"). The Promoter may draw additional reserve entries and record them in order, in case an invalid entry or ineligible entrant is drawn.
15. If the Promotion includes instant win prizes, the instant win prize(s) will be awarded to the eligible entry or entries (as applicable) in accordance with the Entry Procedure and the Instant Win Details.
16. Winners will be notified as specified in the Schedule and their name and State/Territory of residence will be published in accordance with the Schedule.

Prizes

17. The Prize(s) are specified in the Prize Details. The Prize(s) are subject to any restrictions specified in the Schedule. The total Prize Pool is specified in the Schedule.
18. Prizes are not transferable, exchangeable, or redeemable for cash.
19. If a Prize includes gift cards or vouchers, the gift cards or vouchers are only valid until the gift card or voucher expiry date specified on the gift cards or voucher or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not be liable for any gift card or voucher that has been lost, stolen, forged, damaged or tampered with in any way.
20. If a Prize includes tickets, the tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider of those tickets. Once awarded, the Promoter is not be liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.

Claiming Prizes

21. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
22. If a Prize is not accepted or claimed by the Prize Claim Date, the Winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed Prize in accordance with the Unclaimed Prize Draw specified in the Schedule, subject to any directions given by any relevant authority. Winners of Unclaimed Prizes will be notified and have their names and State/Territory of residence published in accordance with the Unclaimed Prize Draw.

Skill based Promotions (if applicable)

23. If this Promotion is a Game of Skill; chance plays no part in determining the winner.
24. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
25. An entrant's entry must not include:
 - a. any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
 - b. any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
 - c. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance

with these Conditions of Entry.

26. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an Entrant's entry.
27. The winning Entries will be those determined to be the most original and imaginative, as judged by a panel of judges appointed by the Promoter, and the Eligible Entrant(s) that submitted the winning Entries will be declared the winner (the "Winner(s)"). The judges' decision will be final and no correspondence will be entered into. The judges, in their sole discretion, may not allocate any Prize(s), or fewer than the number of Prize(s) stated above (including in circumstances where insufficient Entries are received or Entries are judged to be of a poor standard).
28. In the event of similar or the same Entries being received from different Entrants, the Entry received first in time will be the only valid Entry.
29. By participating in this Promotion each participant grants the Promoter and the Westpac Group a perpetual, non-exclusive, transferable, irrevocable, royalty-free, worldwide licence to use, reproduce, publish, distribute and disseminate all intellectual property rights in Entries that are capable of being assigned to the Promoter and consents to the Promoter and any other member of the Westpac Group using, reproducing or editing and adapting any Entry, if the Promoter wishes, in broadcast, electronic and print media, newsletters, in the Promoter branch merchandising and related marketing activities in whole or in part without attributing that Entry to the person who created it.

General

30. The Promoter and its related bodies corporate (as that term is defined in the *Corporations Act 2001 (Cth)*) will be known as the "Westpac Group".
31. The Promoter collects personal information from all participants in order to conduct the Promotion. If the information requested is not provided, the participant may not participate in the Promotion or claim a Prize and their entry may be discarded. It is a condition of entry in the Promotion that the Winner consents to the publication of their name and city of origin in any advertisements or articles relating to the Promotion or the Prize and participates in any media releases which may include photographs of the Winner by the Promoter or any other member of the Westpac Group. By entering this promotion, participants consent to the use of their names and likenesses in this manner. The Promoter's treatment and storage of personal information will be handled in accordance with the Promoter's Privacy Policy and all applicable laws in Australia. Your information will not be used to contact you for marketing purposes.
32. The Winner may be liable to declare the Prize for taxation purposes and will be liable for any tax payable in respect of a Prize. Eligible Entrants should seek independent financial advice in relation to any tax payable on the Prize and the potential impact on their personal financial situation prior to entering the Promotion.
33. For internal/staff promotions: The Prize is subjected to Fringe Benefit Tax ("FBT"), which is paid by the Promoter. However the amount may be reported on the Winner's payment summary (group certificate). Eligible Entrants should seek independent financial advice regarding the impact of the FBT and any other related taxes payable on the Prize and the potential impact on their personal financial situation prior to entering the Promotion. More information on FBT can be obtained from the Australian Taxation Office or www.ato.gov.au.
34. Except for guarantees, warranties and conditions implied by law which cannot be excluded, neither the Promoter nor any other member of the Westpac Group make any guarantees, representations or warranties, express or implied, regarding the quality or suitability of any Prizes awarded under these Conditions of Entry.
35. Nothing in these Conditions of Entry is intended to exclude, restrict or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the *Corporations Act 2001*, the *Competition and Consumer Act 2010*, *Australian Consumer Law* or any equivalent State or Territory legislation, as amended. If any guarantee, warranty, term or conditions implied or imposed under the *Australian Consumer Law* or any other applicable legislation in relation to any Prize awarded under these Conditions of Entry cannot be excluded (a "Non-Excludable Provision") and the Promoter is able to limit the remedy for a breach of the Non-Excludable Provision, then the liability of the Promoter and all members of the Westpac Group for breach of the Non-Excludable Provision is limited to one or more of the following at the Promoter's option:
 - a. the replacement of a prize or the supply of an equivalent prize;
 - b. the repair of a prize;
 - c. the re-supply of a prize;
 - d. the payment of the cost of replacing a prize or of acquiring an equivalent prize;
 - e. the payment of the cost of having a prize repaired; or
 - f. the payment of the costs of re-supplying a prize.
36. To the maximum extent permitted by law, the Promoter and all other members of the Westpac Group expressly disclaim liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any Eligible Entrant's participation in this Promotion or the acceptance of any Prize. The Winner indemnifies the Promoter and all members of the Westpac Group against any liability, injury, loss or damage which may be suffered, incurred or sustained by the Promoter or any member of the Westpac Group arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the Winner, or its use of the Prize, or its breach of these Conditions of Entry.
37. If a scrutineer is required by any relevant authority, the scrutineer will be appointed to confirm that the processes followed by the Promoter provide reasonable assurance that all persons who are entitled to participate in the Promotion are entered and that the Promotion is fair. In the event of a dispute, the scrutineer will act as an adjudicator and their decision will be final and no further correspondence will be entered into after the decision has been made.
38. Neither the Promoter nor any other member of the Westpac Group will be responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the internet.
39. If this Promotion is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment by reason of infection by computer virus, power failure, bugs, tampering, unauthorised intervention, fraud, or technical failures or any other causes which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion), the Promoter reserves the right in its sole discretion to disqualify any individual who undermines the integrity or fair running of the Promotion for other Eligible Entrants, including by tampering with the Entry Procedure, and, after consulting with the relevant legislative authorities, to cancel, terminate, modify or suspend the Promotion.