

Survey Game of Skill \$100 eGift Card Promotion Terms and Conditions



1. Information on how to enter the Promotion and the prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. This promotion is being conducted by Heritage Bank and People's Choice Credit Union (People's Choice), trading names of Heritage and People's Choice Ltd ABN 11 087 651 125, AFSL and Australian Credit Licence 244310 of 400 Ruthven Street, Toowoomba QLD 4350, telephone 13 14 22.

Eligibility

3. Subject to Rules 4 and 5, the Promotion is open to Heritage Bank and People's Choice members over the age of 18 years who are invited by Heritage Bank or People's Choice to complete a research survey ('Eligible Member').
4. Directors, management, employees and contractors of Heritage Bank and People's Choice and associated agency employees and their immediate families are ineligible for participation in this promotion. Immediate family includes any of the following: spouse, ex-spouse, de- facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

Entry into the Promotion

5. To enter the Promotion, Eligible Members must:
 - a. complete the survey in full within 60 days of receiving the survey email, via the survey link provided in the email from Heritage Bank or People's Choice to that member, and
 - b. answer the Game of Skill question at the end of the survey.
6. Only 1 entry is permitted per Promotion Period, per Eligible Member.
7. To be eligible for the Prize, participants:
 - a. Must ensure that their email address remains valid for at least 30 days after the relevant Promotion Period has ended; and
 - b. Not be in breach of their Heritage Bank or People's Choice product or membership terms and conditions at the time that the Prize is awarded.

Promotion Period

8. There is a separate Promotion Period each quarter during the calendar year, with entries for each Promotion Period opening at 12:00AM AEST and closing at 11:59PM AEST on the dates set out below. Entries will be judged during the Promotion Period in which the survey is completed. All references to times recorded throughout these Terms and Conditions are a reference to the local time in Brisbane, Queensland.

Promotion Period	Entries Open	Entries Close	Judging Date
H1	1 January	31 March	1 May
H2	1 April	30 June	1 August
H3	1 July	30 September	1 November
H4	1 October	31 December	1 February

9. The Promoter reserves the right to verify the eligibility of each entrant (including their identity, age and place of residence) and the validity of each entry and to disqualify any person who 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 misconduct calculated to jeopardise fair and proper conduct of this Promotion. Errors and omissions may be accepted at the Promoter's sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

Prize winners

10. Prize winners will be selected from the pool of Eligible Members for the relevant Promotion Period based on their response to the Game of Skill question.
11. Prize winners will be judged by a representative of Heritage Bank and People's Choice at 400 Ruthven Street, Toowoomba on the relevant dates specified above for each Promotion Period. Prize winners will be judged based on their response with the 30 most creative and insightful responses selected each quarter.
12. Heritage Bank and People's Choice may select additional reserve winners and record them in order in case an invalid entry or ineligible entrant is selected.
13. The decision of Heritage Bank and People's Choice is final and no correspondence will be entered into. Heritage Bank and People's Choice reserve the right to disqualify any Prize winners who do not meet the eligibility requirements under Rules 5, 6 and 7.
14. Prize winners will be notified by telephone and/or SMS and/or email within two (2) business days after their Prize has been successfully processed. Heritage Bank or People's Choice will use the same email address to which the survey participation invitation was issued, to notify prize winners.
15. If the eGift Card cannot be issued because the Member has not complied with Rule 7, or a Prize winner is unable to be contacted for any reason, any unclaimed Prizes will be awarded to reserve winners selected in accordance with clause 12. Reserve winners, if any, will be notified by telephone and/or SMS and/or email within two (2) business days after a reserve winner is determined to be the Prize winner. Heritage Bank or People's Choice account details will be used to notify the reserve winners. Reserve winners will not be published.
16. In the event of a dispute, the decision of the Promoter is final and binding and no

correspondence will be entered into. If any reward (or part of any reward) is unavailable for any reason at any time, subject to State Legislation and any written directions from a regulatory authority, the Promoter reserves the right to substitute that reward (or that part of the reward) with another reward of equal or greater value and the relevant reward winner will be notified accordingly.

17. The reward may constitute assessable income and, as such, entrants should seek independent financial advice to determine their taxation obligations.

Prize

18. Each Prize is a Prezzy Smart eGift Card to the value of one hundred Australian dollars (\$100).
19. There are thirty (30) Prizes to be awarded for each Promotion Period.
20. Limit of one Prize per membership, per Promotion Period. If the membership is held by multiple parties, the parties will share the reward.
21. The eGift Card will be issued via email by Prezzy Pty Ltd (ABN 16602963422) on behalf of Heritage Bank and People's Choice. By participating in the Promotion, participants consent to their name and email address being supplied to Prezzy Pty Ltd to enable sending of the Prize, in the event that they are a Prize winner. The Prize winner will need to choose to redeem the \$100 eGift Card from a list of retailers available via Prezzy. Applicable retailer terms and conditions will apply to the redeemed eGift Card.
22. By participating in the Promotion, winners are deemed to have accepted the terms and conditions of Prezzy Pty Ltd. For more information and terms go to prezzy.com.au/doc/terms-of-service/.
23. The Prize is not refundable or redeemable for cash. The Prize will be valid until the end of the expiry date specified on the eGift card, and expired eGift cards cannot be extended or replaced. The Prize winner is responsible for redeeming the eGift card before the expiry date. Redemption of the eGift Card is managed by Prezzy Pty Ltd (ABN 16602963422).

General

24. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Heritage Bank or People's Choice, including but not limited to technical difficulties, unauthorised intervention or fraud, Heritage Bank and People's Choice reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
25. 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, 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, Heritage Bank and People's Choice (including their respective 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 the Promotion or the awarding or taking of the Prize.

26. Privacy Notice: Entry is conditional on providing the requested personal information. Without providing this information, Heritage Bank and People's Choice cannot process your entry in the Promotion. By entering this Promotion, entrants consent to the retention, use and disclosure of their personal information by Heritage Bank and People's Choice in the following ways: a. For the purposes of the Promotion and any matter connected to the Promotion; b. If the entrant is a winner in this Promotion, entrants consent to Heritage Bank and People's Choice using their name, likeness, image and/or voice for publicity purposes in any media for an unlimited period without remuneration, compensation or prior notice to the entrant for the purpose of promoting this Promotion (including any outcome); c. In addition to any use that may be outlined above, sending entrants publications and communications about events, Promotions, products and services. This includes distributing marketing material for goods and services offered by Heritage Bank and People's Choice, its related bodies corporate and businesses which have arrangements with Heritage Bank and People's Choice or its related bodies corporate. Entrants agree that communications with them may be sent by post, email and SMS. Heritage Bank and People's Choice may disclose personal information to third parties for the above purposes including but not limited to agents, contractors, service providers, prize suppliers and, as required to Australian regulatory authorities. Heritage Bank's Privacy Policy is available in-branch or at <https://www.heritage.com.au/termsconditions/privacy-policy>. A copy of People's Choice Privacy Policy can be viewed at <https://www.peopleschoice.com.au/privacy>. Each Privacy Policy also contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.
27. All entries become the property of Heritage Bank and People's Choice.