

**VISA Spend to Win with People's Choice
Terms and Conditions
Effective Date: 1 May 2025**

1. The promotion is made by Heritage and People's Choice Ltd ABN 11 087 651 125, Australian Financial Services Licence 244310 and Australian Credit Licence 244310, trading as **People's Choice Credit Union** (abbreviated as **People's Choice**) (the **Promoter**).
2. The promotion is called "VISA Spend to Win with People's Choice" (**Promotion**).
3. By participating in this Promotion, participants accept and agree to abide by these Terms and Conditions of entry (**Terms and Conditions**). Information on how to enter and prize details form part of these Terms and Conditions.
4. The Promotion is conducted in South Australia under Lottery Licence No: T25/719, the Australian Capital Territory under Lottery Licence No: TP 25/00982, New South Wales under Lottery Licence No: TP-04242, and in Victoria, Queensland, Western Australia, the Northern Territory and Tasmania.
5. The Promotion is conducted in accordance with the legislation applying to promotions of this type in each State and Territory in which it is conducted.
6. The promotion period commences on 12:01 am ACST on Thursday, 1 May 2025 and closes at 11:59 pm ACST on Monday, 30 June 2025 (**Promotion Period**).
7. The Prize consists of eight (8) \$5,000 credit amounts with a total combined prize pool of \$40,000 (**Prize**).
8. To participate and be eligible to win the Prize, a participant (**Eligible Participant**) must:
 - (a) be an Eligible Accountholder (and if there are joint account holders both must be an Eligible Accountholder) - see clause 9.
 - (b) have an open People's Choice transaction account which is not overdrawn at any time prior to the Draw.
 - (c) have received an email from People's Choice inviting them to participate in the Promotion.
 - (d) make at least 10 purchases from their People's Choice transaction account using a People's Choice issued Visa Debit card or People's Choice Visa Debit card linked to a digital wallet which are debited to the account during the Promotion Period (**Eligible Purchase**).
9. An **Eligible Accountholder** is an individual who:
 - (a) is an Australian citizen or permanent resident of Australia;
 - (b) is aged 18 years or above; and
 - (c) is not:
 - (i) a director or former director of the Promoter or any entity to which the Promoter is the successor in law, or of a subsidiary or related entity of the Promoter or of any entity to which the Promoter is the successor in law; or

- (ii) an employee or former employee, who holds or held a role classified as a senior executive role, of the Promoter or any entity to which the Promoter is the successor in law, or of a subsidiary or related entity of the Promoter or of any entity to which the Promoter is the successor in law;
 - (iii) employees and contractors of the Promoter and their immediate family (immediate family means any of the following: spouse, de-facto spouse, child or stepchild) are ineligible.
- 10. The Promoter reserves the right at any time:
 - (a) to require an individual to provide proof to the Promoter's reasonable satisfaction that the individual is an Eligible Accountholder; and
 - (b) to disqualify any otherwise Eligible Accountholder who does not comply with these terms and conditions, who fails to co-operate with the Promotion process, or who acts in relation to this Promotion in a way which the Promoter reasonably believes is fraudulent, misleading or deceptive.
- 11. One (1) entry per Eligible Participant is permitted and is automatically entered for the Promotion. All entries into the Promotion have an equal chance of winning the Prize.
- 12. The first eight (8) valid entries drawn by random selection at 11:00am ACST on Thursday 10 July 2025 at 50 Flinders Street, Adelaide SA 5000 (**Draw**) will win the Prize (each a **Prize Winner**). The Promoter will contact the Prize Winner by email within four (4) business days of the Draw at the email address held on record for the Prize Winner. The Prize Winner's last name, first initial and postcode will be published on the Promoter's website on 16 July 2025 at peopleschoice.com.au/winners. [four business days after the draw].
- 13. The Promoter may request the Prize Winner provide proof of identity. Identification considered suitable for verification is at the sole discretion of the Promoter.
- 14. Payment of the Prize will be made to the Prize Winner to the account which the Eligible Purchases were made by Thursday 31 July 2025.
- 15. If an account with multiple accountholders is a Prize Winner, all accountholders are considered to have received the payment.
- 16. In consideration for awarding a Prize to a Prize Winner, the winner agrees to participate in any promotional activity regarding winning the prize and consents to their name and image being used in promotional material without further payment.
- 17. Whether participation in respect of an individual is valid and eligible will be determined by the Promoter in its absolute discretion.
- 18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 19. If there is a dispute as to the identity of an Eligible Participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Participant.
- 20. The Promoter's decision is final in relation to all matters in this Promotion and no correspondence will be entered into.
- 21. If required, an unclaimed prize draw will take place on Friday 29 August 2025 at the same time and place as the original Draw, subject to any directions from a regulatory authority (**Unclaimed Prize Draw**). The Promoter will contact the Unclaimed Prize Draw winner by

email within two (2) business days of the Draw. The winner's last name, first initial and post code of the Unclaimed Prize Draw will be published in on the Promoter's website within 7 days of the Unclaimed Prize Draw taking place at peopleschoice.com.au/winners.

22. The collection and disclosure of personal information provided in connection with this Promotion will be handled in accordance with the Promoter's Privacy Policy, which complies with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. A copy of the Promoter's Privacy Policy is available at peopleschoice.com.au or on request.
23. Eligible Participants agree and consent to the Promoter using and disclosing their personal information for the purposes of conducting the Promotion, awarding the Prize and any other matter connected to or incidental to the Promotion.
24. If for any reason this Promotion is not capable of proceeding in the manner described in these Terms and Conditions, including but not limited to fraud, natural disasters or causes beyond the control of the Promoter, or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the Promotion, at any time, subject to any directions from a regulatory authority.
25. The Promotion is not sponsored, endorsed, or administered by, or associated with, Facebook or any other social media platform (**Social Media**). Participants understand and agree that they are providing their information to the Promoter and not to Social Media. By entering this Promotion, each Eligible Participant releases any Social Media from any action or claim arising out of the Promotion. Any questions, comments or complaints regarding this Promotion must be directed to the Promoter, not Social Media. At all times, Eligible Participant's agree to act in accordance with the relevant Social Media terms of use, including without limitation, the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php, and other related policies.
26. The Promoter reserves the right to vary or withdraw this Promotion at any time before or during the Promotion Period, by publishing notice on the Promoter's website.
27. The Promoter accepts no responsibility for any tax implications that may arise from the Promotion or the payment of the Prize to the Prize Winner. The Prize Winner should seek their own independent advice in this regard.
28. If any dispute arises between an Eligible Participant and the Promoter concerning the conduct of this Promotion, the Promoter will take reasonable steps to consider the Eligible Participant's point of view, taking into account any facts or evidence the borrower puts forward, and will respond fairly within a reasonable time. The Promoter's decision in relation to all aspects of the Promotion are final and no correspondence will be entered into.
29. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability for any loss (including damage, claim, injury, cost or expense) which is suffered or incurred by any individual or Eligible Participant in connection with the Promotion including without limitation: (i) any indirect, special, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; and (iii) any liability for personal injury or death. To the extent that such liability cannot be excluded by law, it is limited to the minimum allowable by law.