

## CUSCAL'S "MEGA CASH PRIZE GIVEAWAY" PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over who (a) hold a valid personal Visa debit card or credit card issued by a Participating Financial Institution (as defined below); and (b) have not opted out from marketing communications from the Participating Financial Institution.
3. Employees (and their immediate families) of the Promoter, Participating Financial Institutions (as defined below) and agencies associated with this Promotion are ineligible to enter. Immediate family means 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 1st cousin.
4. The Promotion commences on 28 April 2025 and closes at 11:59pm AEST on 30 June 2025 ("**Promotional Period**").
5. A Participating Financial Institution is any of the following financial institutions:
  - Ubank part of National Australia Bank Ltd
  - Bank Australia Ltd
  - Defence Bank Ltd
  - Great Southern Bank Ltd
  - MyState Bank Ltd
  - People's Choice Credit Union a trading name of Heritage and People's Choice Ltd
  - Police & Nurses Limited trading as P&N Bank and BCU Bank
  - Police Bank Ltd & Border Bank
  - Queensland Country Bank Ltd
  - Regional Australia Bank Ltd
  - Teachers Mutual Bank Ltd, UniBank, Firefighters Mutual Bank, & Health Professionals Bank
  - G&C Mutual Ltd & Unity Bank
6. To receive an automatic entry into the draw, eligible individuals must activate their Visa debit card or credit card (if not done so already) and complete at least thirty (30) transactions using their Visa card, (debit, pre-paid or credit) during the Promotional Period (each a "**Qualifying Transaction**"). All thirty (30) transactions must be completed using the same Visa card. For the avoidance of doubt, a transaction is complete when it is settled and all transactions made during the Promotional Period must be settled within three (3) days from the end of the Promotional Period to constitute a Qualifying

Transaction. Transactions in following merchant categories are excluded from the promotion:

- 7273 Dating Services & Escort Services;
  - 7995 Gambling and Betting, including Lottery Tickets, Casinos, etc.;
  - 4829 Money Transfers (including cryptocurrency);
  - 6051 Non-Financial Institutions (including cryptocurrency);
  - 5813 Drinking Establishments (Alcoholic Beverages);
  - 5921 Package Stores – Beer, Wine, and Liquor;and
  - 6011 ATM transactions.
7. Multiple entries permitted. Eligible individuals will receive one (1) entry for every thirty (30) Qualifying Transactions made during the Promotional Period. For clarity, if an individual makes sixty (60) Qualifying Transactions during the Promotional Period, the individual will receive two (2) automatic entries into the draw.
  8. Only one (1) prize is permitted per person (excluding SA residents).
  9. Incomplete transactions, refunds and transactions that are reversed or cancelled will be ineligible for entry. VLPS will qualify transactions based on the data the merchant / acquirer sends to VisaNet. Only transactions routed via VisaNet will qualify for the campaign.
  10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual 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 the promotion. Errors and omissions may be accepted at the Promoter's 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.
  11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
  12. The draw will take place at Anisimoff Legal, Level 3/162 Collins Street, Melbourne VIC 3000 on 14 July 2025 at 1:00pm AEST, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid or ineligible entrant is drawn. The winners will be notified by telephone and email within five (5) business days of the draw, and their details (first initial, surname and postcode) will be published online at [visa.com.au/promotions/cuscal-cash-winners-2025.html](https://visa.com.au/promotions/cuscal-cash-winners-2025.html) from 18 July 2025. To receive a prize as part of this promotion, winners must respond to the Promoter via email or telephone claiming their prize by 9:29am AEST on 14 August 2025.
  13. The Promoter's decision is final and no correspondence will be entered into.
  14. The first fifty (50) valid entries drawn will each win a cash prize (see below).

The prizes will be awarded as follows:

- The first valid entry drawn will win AUD\$100,000;
- The next two (2) valid entries drawn will win AUD\$50,000;
- The next eight (8) valid entries drawn will win AUD\$10,000;
- The next ten (10) valid entries drawn will win AUD\$5,000;

- The next eleven (11) valid entries drawn will win AUD\$1,000; and
  - The next eighteen (18) valid entries drawn will win AUD\$500.
15. Prize will be awarded in the form of an electronic funds transfer (“**EFT**”) into the account linked to the winner’s Visa debit card or credit card used to complete their Qualifying Transaction(s). It is the entrant’s responsibility to ensure that the contact details associated with their Visa debit card or credit card account are up to date. The Promoter will not be responsible for incorrect details associated with the winner’s Visa debit card or credit card, any rejection of an EFT payment, or any costs associated with locating any lost monies.
  16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
  17. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter’s reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
  18. The total prize pool value is AUD\$350,000.
  19. Prizes, or any unused portion of a prize, are not transferable or exchangeable, unless otherwise specified.
  20. If for any reason any prize(s) remain unclaimed by 9:29am AEST on 14 August 2025, the prize(s) will be forfeited and a re-draw will take place at 9:30am AEST on 14 August 2025 at the same place as the original draw, subject to any directions from a regulatory authority. Winners (If any) will be notified by telephone and email within five (5) business days of the re-draw and their details (first initial, surname and postcode) will be published online at [visa.com.au/promotions/cuscal-cash-winners-2025.html](https://visa.com.au/promotions/cuscal-cash-winners-2025.html) from 18 August 2025. If the re-draw winners do not take their prize by the time specified by the Promoter, then the prize will be forfeited.
  21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
  22. 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 the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter 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.
  23. 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, 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. As a condition of accepting the prize, a winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
25. 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 or prize claim 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; (f) any tax liability incurred by a winner or entrant; or (g) taking of a prize. The Promoter is not responsible for any tax implications arising from a consumer winning a prize. It is recommended to seek independent financial advice.
26. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
27. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.visa.com.au/legal/global-privacy-notice.html>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, 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. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion, entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
28. If any of these clauses should be determined to be illegal, invalid, or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.
29. These Terms and Conditions (and any non-contractual disputes/claims which arise out of or in connection with them) will be governed by the relevant local courts who shall have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms and Conditions.
30. The Promoter is Visa AP (Australia) Pty Ltd (ABN 20 134 885 564) Level 39, International Tower 2, 200 Barangaroo Avenue, Barangaroo NSW 2000 Australia.