

\$50k Home Loan Giveaway
Terms and Conditions
Effective: 1 April 2025

- 1) The promotion is conducted by Heritage and People's Choice Ltd ABN 11 087 651 125 Australian Credit Licence 244310 ('HPC') (**Promoter**), of 50 Flinders Street, Adelaide, SA, 5000 which trades under the trading names '**People's Choice Credit Union**' (abbreviated as **People's Choice**) and '**Heritage Bank**'.
- 2) The promotion is called "**\$50k Home Loan Giveaway**" (**Promotion**).
- 3) By participating in the Promotion, entrants accept and agree to abide by these terms and conditions (**Terms and Conditions**).
- 4) The Promotion is conducted in South Australia, Victoria, the Australian Capital Territory, New South Wales, Queensland, Western Australia, the Northern Territory and Tasmania under the following licences/permits: NSW Permit No. TP/04242. ACT Permit No. TP 25/00713. SA Permit No. T25/526.
- 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 at 9:00am (ACST) on Tuesday 1 April 2025 and ends at 11:59pm (ACST) on Monday 30 June 2025 (**Promotion Period**).
- 7) The prize consists of one (1) \$50,000 credit to the loan account to which the Application referred to in clause 8 relates (**Prize**).
- 8) To participate and be eligible to win the Prize, a participant (**Eligible Participant**) must:
 - a) be an Eligible Borrower (and if there are joint borrowers each must be an Eligible Borrower) - see clause 9;
 - b) have submitted an application for a People's Choice or Heritage Bank Home or Investment Loan (which is not a construction loan, bridging loan or business loan and which is for the purpose of refinancing another loan from another lender) directly to People's Choice or Heritage Bank (not through a broker) during the Promotion Period (**Application**);
 - c) not have a current open Home Loan, Investment Loan, or Line of Credit account with People's Choice or Heritage Bank at the time of submitting the Application;
 - d) not have a current loan enquiry, application, or prequalification application in process with People's Choice or Heritage Bank at the time of submitting the Application;
 - e) have had the Application approved by the Promoter;
 - f) have had the loan to which the Application relates funded and fully drawn the loan down by 5pm (ACST) on Tuesday 30 September 2025;
 - g) have provided the Promoter with a valid email address;
 - h) not have defaulted under the terms of the loan to which the Application relates at any time prior to the Draw; and
 - i) not have repaid the loan to which the Application relates prior to the Draw.
- 9) An Eligible Borrower is an individual who, at the time when the Application is made:
 - 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;

- 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) an employee or contractor of the Promoter; or
 - iv) an immediate family member or such an individual (immediate family means any of the following: spouse, de-facto spouse, child or stepchild).
- 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 Participant; and
 - b) to disqualify any otherwise Eligible Participant 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 or an Application in a way which the Promoter reasonably believes is fraudulent, misleading or deceptive.
- 11) One (1) entry per Eligible Participant will be automatically entered for the Prize. All entries into the Promotion have an equal chance of winning the Prize. In the case of an Application which is made by multiple persons (joint borrowers), only the first named person on the Application will be entered into the draw (ie joint borrowers constitute one Eligible Participant for the purposes of the Promotion).
- 12) The first valid entry drawn by random selection at 11:00am ACST on Monday 20 October 2025 at 50 Flinders Street, Adelaide SA 5000 (**Draw**) will win the Prize (**Prize Winner**). The Draw will occur under the supervision of an independent scrutineer. The Promoter will contact the Prize Winner by email within two (2) business days of the Draw at the email address held on record for the Prize Winner with details of how the prize is to be redeemed. The last name, first initial and postcode of the winner will be published on the Promoter's website on Wednesday 22 October 2025.
- 13) The Prize is not transferable or exchangeable and is not redeemable for cash.
- 14) The Promoter may request the Prize Winner to provide proof of identity. Identification considered suitable for verification is at the sole discretion of the Promoter
- 15) Payment of the Prize will be made into the Prize Winner's loan account (the account to which the Application relates) on Monday 31 October 2025 by 5.00pm ACST. In the event that the loan account balance is less than the Prize, the Prize will be applied first to the loan balance and any remaining funds will be credited to an active transaction account with People's Choice or Heritage Bank held in the Prize Winner's name. In the event that the Prize Winner obtains more than one loan as a result of the Application, funds will be credited to the first variable rate loan account that was opened. If the Prize Winner's loan is a fixed rate loan, crediting the Prize to the loan will not trigger a Break Event as defined in the Lending Terms and Conditions.
- 16) In consideration for awarding the Prize to the Prize Winner, the Prize 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 payment.
- 17) Whether participation in respect of any individual(s) is valid and eligible will be determined by the Promoter in its absolute discretion. The Promoter reserves the right, at any time, to verify the validity of participation and to disqualify any person(s) who in its opinion does not satisfy these Terms and Conditions or who tampers with the participation process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 18) 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.
- 19) The Promoter's decision is final in relation to all matters in this Promotion and no correspondence will be entered into.

- 20) If required, an unclaimed prize draw will take place at 11:00am (ACST) on Monday 17 November 2025 at the same place as the original Draw, subject to any directions from any 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 last name, first initial and postcode of the Unclaimed Prize Draw winner will be published in on the Promoter's website within 7 days of the Unclaimed Prize Draw taking place.
- 21) 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 heritage.com.au or on request.
- 22) 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.
- 23) 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.
- 24) 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 Participants 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.
- 25) The Promoter reserves the right to vary or withdraw the Promotion at any time before or during the Promotion Period, by publishing notice on its People's Choice and Heritage Bank websites, provided that no such variation or withdrawal will apply in relation to any completed Application for a loan which has been submitted with all required documentation for an assessment to be completed.
- 26) 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.
- 27) 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 Eligible Participant 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.
- 28) 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 an 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.