

# Heritage Bank

## “Tap and Pay to Win \$5k” Promotion Terms and Conditions

1. Information on how to enter the promotion and the prize(s) forms 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 Limited ABN 32 087 652 024, AFSL and Australian Credit Licence 240984 of 400 Ruthven Street, Toowoomba QLD 4350, telephone 13 14 22 (**Heritage**).
3. To enter, you must be a Heritage member and:
  - a) a resident of Queensland, New South Wales, Victoria, and Tasmania only;
  - b) be over the age of 18 years; and
  - c) must make five (5) or more Eligible Transactions using your Heritage Visa Debit Card(s) which are linked to a relevant Heritage transaction account prior to 31 January 2021.  
**(Eligible Entry)**
4. Heritage and associated agency employees and their immediate families are ineligible for entry 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.
5. Any participant whose account linked to their Heritage Visa Debit Card is overdrawn as at the date of the Prize Draw is also deemed ineligible to enter the Promotion.
6. Eligible Transactions are defined as Visa Debit Card purchases and payWave transactions. The following transactions are excluded and are not Eligible Transactions: NPP fast payments; direct debits; BPAY payments; cash withdrawals of any type; and any fees and charges incurred on the eligible transaction account. To be included as Eligible Transactions, the transactions must be settled (not at 'pending status') by 11:59pm AEST on 31 January 2021 in order to receive an entry into the prize draw.
7. Entries into the promotion open at 12am AEST on 1 December 2020 and close at 11:59pm AEST on 31 January 2021 (**Promotional Period**).
8. An entrant will receive one (1) Eligible Entry into the prize draw during the Promotional Period. Each entrant is limited to only one (1) Eligible Entry.
9. If an Eligible Entry is held in joint names, the entrant will be deemed to be the first person named on that Eligible Entry. If there is a dispute as to the identity of an entrant, Heritage reserves the right, in its sole discretion, to determine the identity of the entrant.

10. A total of four (4) winning entrants will be randomly drawn electronically at Heritage Bank's head office, 400 Ruthven Street, Toowoomba at 12noon AEST on 14 February 2021.
11. Heritage may randomly draw additional winning entrants and hold them in reserve in case an invalid entry or ineligible entrant's name is drawn. Heritage's decision is final and no correspondence will be entered into.
12. The first four (4) valid entrants will each win a \$5,000 cash payment. The reward will be deposited into the member's transaction account in which the Eligible Transactions took place by 28 February 2021. The transaction account must be open and active in order for the reward to be received. If the transaction account has been closed, that entry and entrant will be treated as an invalid entry to ineligible entrant. The total value of the prizes to be awarded in this promotion will not exceed AUD\$20,000.
13. The prizes are not transferable or exchangeable, and are not redeemable for other benefits.
14. Winners will be notified by telephone and/or SMS and/or email within two (2) business days after the draw. Heritage account details will be used to notify the winners. Winner's names will be published on [heritage.com.au/terms-conditions](https://heritage.com.au/terms-conditions) from 28 February 2021.
15. Heritage takes no responsibility if the winner's details are incorrect or if the winners cannot be contacted. If any prizes are unclaimed by close of business on 26 March 2021, a further draw of winning entrants will occur at 12noon AEST from 29 March 2021 at the same place as the original draws, subject to any directions from a regulatory authority and if required, in the presence of an independent scrutineer. These winners, if any, will be notified by telephone and/or SMS and/or email within two (2) business days after the further draw. Heritage account details will be used to notify the winners. Winners will be published on [heritage.com.au/terms-conditions](https://heritage.com.au/terms-conditions) from 12 January 2021.
16. If for any reason a winner does not take a prize by the time stipulated above, then their prize/s will be forfeited.
17. The prize may constitute assessable income and, as such, winners should seek independent financial advice to determine their taxation obligations.
18. Heritage reserves the right, at any time, to verify the validity of each entry and to disqualify any entrant who Heritage reasonably believes has breached these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct to risk fair and proper conduct of this promotion. Errors and omissions may be accepted at Heritage's discretion. If Heritage fails to enforce any of its rights at any stage this does not constitute a waiver of those rights and rights to recover damages or other compensation are reserved.
19. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, Heritage reserves the right, in its sole discretion, to the fullest extent permitted by law: to disqualify any entrant; or subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

20. 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 2010*, as well as any other implied warranties under the *ASIC Act 2001* 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 (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.
21. Privacy Notice: Entry is conditional on providing the requested personal information. By entering this promotion, entrants consent to the retention, use and disclosure of their personal information by Heritage in the following ways:
- a) If the entrant is a winner in this promotion, entrants consent to Heritage 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), and promoting any products manufactured, distributed and/or supplied by Heritage; and
  - b) 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, its related bodies corporate and businesses which have arrangements with Heritage or its related bodies corporate. Entrants agree that communications may be sent by post, email and/or SMS.
22. Heritage 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 regulatory authorities. For the purpose of conducting this promotion and sending offers and information to entrants, Heritage will not disclose the entrant’s personal information to entities outside of Australia. Heritage’s Privacy Policy is available in-branch or at [heritage.com.au/terms-conditions/privacy-policy](http://heritage.com.au/terms-conditions/privacy-policy). The 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. All entries become the property of Heritage.
23. This promotion is authorised under NSW Authority Number TP/00079.