

Heritage Bank

Win a Smart Home Package 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 Limited ABN 32 087 652 024 (**Heritage**), AFSL and Australian Credit Licence 240984 of 400 Ruthven Street, Toowoomba QLD 4350, telephone 13 14 22.
3. The promotion is open to Queensland and New South Wales residents (excluding Heritage and associated agency employees and their immediate families) over the age of 18 years, who are Heritage members. 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 first cousin.
4. Entries into the promotion open at 12am AEST on 1 March 2021 and close at 11:59pm AEST on 30 April 2021 (**Promotional Period**). All references to times recorded throughout these Terms and Conditions are a reference to the local time in Brisbane, Queensland.
5. 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. Further, any contact details provided incorrectly may be deemed by the Promoter as an invalid entry. 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.
6. To enter the promotion, an entrant must be a Heritage customer and purchase a new Home and Contents or Landlord insurance policy (**Policy**) through Heritage either in-branch, online or through the Heritage Contact Centre, during the

Promotional Period. Renewals of existing policies and the purchase of contents only policies are not an entry into the promotion.

7. An eligible Policy will be deemed to be purchased when Heritage receives:
 - a. Full payment of the annual eligible Policy premium; or
 - b. If paying by the month, the entrant's nominated bank details to enable monthly instalments of the eligible Policy premium to be deducted.
8. The eligible Policy must not be lapsed or cancelled at the date on which the entrant's prize is drawn.
9. Multiple entries permitted, subject to the following:
 - a. an entrant will receive one (1) automatic entry per Policy into the prize draw for each eligible Policy type purchased by them on any given day during the Promotional Period; and
 - b. each entry must be submitted separately and in accordance with entry requirements.
10. If an eligible Policy is held in joint names, the entrant will be deemed to be the first person named on that eligible Policy. 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.
11. There will be one (1) winner randomly drawn from all entries received during the Promotional Period by a representative of Heritage at Heritage Bank, 400 Ruthven Street, Toowoomba at 12noon on the Thursday, 6 May 2021.
12. Heritage may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Heritage's decision is final and no correspondence will be entered into.
13. The first valid entry drawn will win a prize of a Smart Home package consisting of a Google Nest Max valued at \$349.00 RRP, a Google Mini valued at \$79.00 RRP, a Google Pixel 5 valued at \$999.00 RRP, a Samsung Series TV valued at \$2,995.00 RRP, a Smart Security package valued at \$1,448.00 RRP, a Robot Vacuum valued at \$1,799.00 RRP, a Smart Washing Machine valued at \$1,499.00 RRP, a \$500 Harvey Norman gift card. Installation of the TV and Washing Machine up to \$650 will also be included in prize. Total prize is valued at \$10,318.
14. The winner will be notified by telephone and/or SMS and/or email within two (2) business days after each draw. Heritage account details will be used to notify the

winner. The winner will be published on heritage.com.au/terms-conditions from 13 May 2021.

15. Heritage takes no responsibility if the winners' details are incorrect or if the winner cannot be contacted. If the prize is unclaimed by close of business on 6 July 2021, a redraw of any unclaimed prizes will occur at 12noon on 8 July 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. The winner, if any, 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. Winners will be published on heritage.com.au/terms-conditions from 15 July 2021.
16. Winners must ensure they have provided a valid mailing address (not a PO Box). The prize will be supplied by Harvey Norman and sent directly by Harvey Norman to the mailing address provided when purchasing the Eligible Policy.
17. Prizes are subject to the standard terms and conditions of individual prize and service providers including the Harvey Norman Gift Card Terms & Conditions available at <https://www.harveynorman.com.au/gift-cards-terms-and-conditions>.
18. Google is not a participant in or sponsor of this promotion.
19. Samsung is not a participant in or sponsor of this promotion. The mobile phone component of the prize is a handset only. Winners will be responsible for making all arrangements for connection with a service provider and payment of all associated connection, access and call charges.
20. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by Heritage, then the prize will be forfeited.
21. The prizes are not exchangeable and cannot be taken as cash. In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into. If any prize (or part of any prize) 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 prize (or that part of the prize) with another prize of equal or greater value and the relevant prize winner will be notified accordingly.
22. The prize may constitute assessable income and, as such, entrants should seek independent financial advice to determine their taxation obligations.
23. 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.

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, 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: (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 (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.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Heritage (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 Heritage'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 Heritage) due to any reason beyond the reasonable control of Heritage; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) a prize.
27. 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. 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 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.;

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, its related bodies corporate and businesses which have arrangements with Heritage or its related bodies corporate. Entrants agree that communications with them may be sent by post, email and SMS.

28. 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 Australian 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. 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 Heritage. Heritage may share information with Allianz for the purposes of this competition.
29. Heritage arranges Home or Landlord insurance as agent of the insurer Allianz Australia Insurance Limited ABN 15 000 122 850 AFSL 234708 (Allianz). Heritage does not provide any advice based on any consideration of personal objectives, financial situation or needs in relation to such insurance. Terms, conditions, limits and exclusions apply to all insurance policies. Before making a decision, please consider the Product Disclosure Statement available from heritage.com.au or by calling 13 14 22. If you purchase the insurance, Heritage will receive a commission that is a percentage of the premium. Ask Heritage for more details before Heritage provides you with services.
30. 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.

31. 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; (d) any variation in prize value to that stated in these Terms and Conditions; or (e) use or taking of a prize.
32. The Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram. Entrants completely release Facebook and Instagram from any and all liability relating to the Promotion.

**Authorised under:
NSW Permit No. TP-00079**