

# Heritage Bank

## Member Referral Terms and Conditions

### General terms and conditions

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1. This promotion is being conducted by Heritage and People's Choice Limited trading as Heritage Bank ABN 11 087 651 125, AFSL 244310, Australian Credit Licence 244310 (**Heritage**). The promotion consists of the Member Referral Giveaway, the Home Loan Referrals and the Business Loan Referrals (each a **Relevant Promotion**) and is subject to these General terms and conditions and the specific terms and conditions for each Relevant Promotion set out further below. For the avoidance of doubt, only Heritage branded products or services are eligible for any Relevant Promotion.
2. For a new Heritage member and existing Heritage member to be eligible for a Relevant Promotion the following applies in addition to the specific terms and conditions for the Relevant Promotion:
  - a person must apply for a new Heritage membership (any membership type) (**New Member**) as a result of the existing Heritage member (**Referrer**) referring the New Member;
  - the Referrer must not be a Heritage employee or their immediate family, a Heritage mini-branch owner or their staff or immediate family, or a third party introducer (such as a broker or Heritage alliance partner) and must not have made the referral of the New Member in the course of any business carried on by the Referrer under any circumstances. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), son-in-law, daughter-in-law, parent, step-parent, grandparent, step-grandparent, mother-in-law, father-in-law, uncle, aunt, niece, nephew, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister or first cousin;
  - To enter a Relevant Promotion:
    - the Referrer must supply the Referrer's member number to the New Member for the purposes of the New Member entering the Relevant Promotion in the manner described below; and
    - the New Member must supply the Referrer's member number at the time of applying for the new membership. If the New Member does not supply the Referrer's member number at that time, the New Member has 28 days from the date of application for the new membership to contact Heritage and provide the member number of the Referrer. No referral details will be accepted after this time and the New Member and the Referrer will be ineligible for any Relevant Promotion. Referral information can be supplied by the New Member to the Heritage Contact Centre on 13 14 22 or at your nearest Heritage branch. Heritage's Privacy Policy is available at [heritage.com.au/Privacy-Policy](https://heritage.com.au/Privacy-Policy).
  - By entering the Relevant Promotion in the manner described above, the Referrer and the New Member are deemed to have read and understood these Member Referral Terms and Conditions.
  - On or before their entry into a Relevant Promotion, the Referrer must disclose to the New Member that, subject to these Member Referral Terms and Conditions:
    - they both go into the monthly draw to win a \$1,000 cash prize each if the New Member takes out an eligible Heritage branded product; and
    - if the New Member takes out and has funded a Heritage branded home loan or eligible Heritage branded Business Loan within 3 months of creation of the New Member's membership, they both obtain a \$250 cash reward.
  - for the Member Referral Giveaway, both the New Member and the Referrer must have active

Heritage branded accounts at the time a prize is awarded. "Active accounts" means there must be regular debit or credit transactions on the Heritage branded account in the prior month that are not Heritage fee or interest transactions. Examples of regular debit or credit transactions include deposits, withdrawals, EFTPOS/Credit transactions, payroll credits etc.

3. Members should seek independent advice to determine their taxation obligations in respect of any amounts received by them in connection with a Relevant Promotion.
4. The prizes awarded under any Relevant Promotion are non-transferable.
5. Except for liability that cannot be excluded by law, and except to the extent caused by Heritage (or its officers, employees, agents or contractors), Heritage accepts no liability for any event, circumstances, loss or expense arising from any Relevant Promotion or the taking or use of a prize by the prize-winner or any other person.
6. New Members and Referrers each consent to Heritage 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 in relation to a Relevant Promotion and customer testimonials for marketing activity as required.
7. Heritage reserves the right to verify the eligibility of a New Member and Referrer for a Relevant Promotion and to disqualify any entrant who Heritage reasonably believes has breached these General terms and conditions or the specific terms and conditions for a Relevant Promotion, tampered with the entry process or engaged in any unlawful or other improper misconduct to risk fair and proper conduct of these Relevant Promotions. 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. In all instances, Heritage's decision is final.
8. These Terms and Conditions are subject to change without notice and only for the purpose of its legitimate interests. Heritage Bank reserves the right to, at any time, withdraw, vary or extend the Relevant Promotion, or otherwise vary or amend these Terms and Conditions without notice, subject to any applicable laws.
9. Privacy Notice: By entering any Relevant Promotion, each New Member and Referrer 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 Relevant Promotion;
  - b) If the Member or Referrer is a winner under the Member Referral Giveaway, for publicity purposes in any media for an unlimited period without remuneration, compensation or prior notice to the entrant; and
  - c) Sending New Members and Referrers 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. Members and Referrers agree that such communications with them may be sent by post, email and SMS.
10. Without this personal information, Heritage cannot process your entry into the Relevant Promotion. 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 each Relevant Promotion and sending offers and information to New Members and Referrers, Heritage will not disclose the entrant's personal information to entities outside of Australia. Heritage will use and handle your personal information as set out in its Privacy Policy, which is available at [heritage.com.au/Privacy-Policy](https://heritage.com.au/Privacy-Policy). The Privacy Policy set outs how you can access, update or correct your personal information, change your direct marketing preferences and how you can make a privacy complaint.
11. Each Relevant Promotion commences on 1 May 2023 and finishes on 30 April 2024 (**Promotional Period**).

People first.

## Terms and conditions specific to 2 x \$1000 cash prize giveaway (chance to win) (Member Referral Giveaway)

12. To be eligible for the Member Referral Giveaway, both the New Member and Referrer who referred the New Member must be residents of an Eligible State. An Eligible State means Queensland, New South Wales, Victoria and Tasmania. This promotion is authorised under NSW permit number TP-00079.
13. The New Member (or in the case of more than one person being the New Member, each of those persons) must not already be a Heritage member or hold any accounts with Heritage.
14. When a Referrer refers a New Member and that New Member opens one of the products listed below in a period between each Promotion start date and Promotion end date detailed in clause 18 below (each a **Monthly Giveaway Period**), both the New Member and the Referrer will each receive one entry in the draw for that Promotional Period to win a \$1,000 cash prize each:
  - Heritage branded savings account
  - Heritage branded transaction account
  - Heritage branded Term Deposit
  - Heritage branded Credit Card (approved)
  - Heritage branded Home Loan (approved and fully funded)
  - Heritage branded Personal Loan (approved and fully funded)
  - Heritage branded Business account
  - Heritage branded Business Loan (approved and fully funded)
15. The prize of two (2) x \$1,000 cash prizes will be given away for each Monthly Giveaway Period. The cash prize will be issued by electronic transfer to the winner's nominated Heritage bank account (or if no Heritage bank account is nominated such Heritage bank account of the winner as is chosen by Heritage in its absolute discretion).
16. A Referrer is eligible only for a maximum of five (5) entries per Monthly Giveaway Period even if more than five (5) referrals are made.
17. A New Member and a Referrer are eligible only for one entry per Monthly Giveaway Period relating to the New Member's referral even if more than one (1) product is opened. For example, if two products are opened by the New Member, only one entry will be recorded for the Referrer and the New Member for that Monthly Giveaway Period.
18. The prize draw will take place on the following dates for each month. The draw will take place at 10am on the specified draw date at Heritage Bank, Level 4, 400 Ruthven Street, Toowoomba, Queensland, 4350.

Promotion start date	Promotion end date	Promotion end time	Lottery draw date
1 May 2023	31 May 2023	Midnight	3 July 2023
1 June 2023	30 June 2023	Midnight	1 August 2023
1 July 2023	31 July 2023	Midnight	1 September 2023
1 August 2023	31 August 2023	Midnight	3 October 2023
1 September 2023	30 September 2023	Midnight	1 November 2023
1 October 2023	31 October 2023	Midnight	1 December 2023
1 November 2023	30 November 2023	Midnight	4 January 2024
1 December 2023	31 December 2023	Midnight	1 February 2024
1 January 2024	31 January 2024	Midnight	1 March 2024
1 February 2024	28 February 2024	Midnight	5 April 2024
1 March 2024	31 March 2024	Midnight	1 May 2024
1 April 2024	30 April 2024	Midnight	3 June 2024

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19. The names of prize winners will be published on [heritage.com.au/refer-a-friend](https://heritage.com.au/refer-a-friend) within 2 business days of the lottery draw date
20. Prize winners will also be notified via phone and/or mail and/or email and their cash prize will be deposited into their Heritage bank account within seven days after the draw. Heritage account details of the New Member and the Referrer will be used to notify the prize winners.

#### **Terms and conditions specific to Home Loan referrals**

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21. When the Referrer refers a New Member and that New Member has a Heritage branded home loan approved and fully funded within 3 months of the membership creation, both the New Member and the Referrer receive a \$250 cash payment.
22. Both the referral by the Referrer and the approval and funding of the Heritage branded home loan must occur during the Promotional Period.
23. The New Member (or in the case of more than one person being the New Member, each of those persons) must not already be a Heritage member or hold any Heritage branded accounts and the home loan must not have been introduced to Heritage by a broker.
24. A New Member and a Referrer are eligible only for one cash payment each even if more than one home loan is approved and funded during the Promotional Period. That is, if a New Member opens two home loans, only one cash payment for each party will be allowed.
25. A Referrer is eligible only for a maximum of five (5) cash payments per month during the Promotional Period even if more than five (5) referrals are made (that is, a maximum of 5 x \$250 cash payments per month).
26. Referrers and New Members will receive their cash payment by electronic transfer to a Heritage transaction account held in their name within seven days of the end of each month, for referred home loans from the previous month. Where a transaction account for the New Member does not exist, the cash payment will be made to the home loan account. Where a transaction account for the Referrer does not exist, the payment will be made to such Heritage bank account of the Referrer as is chosen by Heritage in its absolute discretion. Heritage account details will be used to issue the cash payments.

#### **Terms and conditions specific to Business Loan referrals**

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27. When the Referrer refers a New Member and that New Member has an eligible Heritage branded business loan (see clause 33) approved and fully funded within 3 months of the membership creation, both the New Member and the Referrer receive a \$250 cash payment.
28. Both the referral by the Referrer and the approval and funding of the eligible Heritage branded business loan must occur during the Promotional Period.
29. The New Member (or in the case of more than one person being the New Member, each of those persons) must not already be a Heritage member or hold any accounts with Heritage and the eligible Heritage branded business loan must not have been introduced to Heritage by a broker.
30. A New Member and a Referrer are eligible only for one cash payment each even if more than one eligible Heritage branded business loan is approved and funded during the Promotional Period. That is, if a New Member opens more than one eligible Heritage branded business loan, only one cash payment for each party will be allowed.
31. A Referrer is eligible only for a maximum of five (5) cash payments per month during the Promotional Period even if more than five (5) referrals are made (that is, a maximum of 5 x \$250 cash payments per month).

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32. Referrers and New Members will receive their cash payment by electronic transfer to a Heritage transaction account in their name within seven days of the end of each month, for referred eligible Heritage business loans (see clause 33) from the previous month. Where a Heritage transaction account for the New Member does not exist, the cash payment will be made to the business loan account. Where a transaction account for the Referrer does not exist, the payment will be made to such Heritage bank account of the Referrer as is chosen by Heritage in its reasonable discretion. Heritage account details will be used to issue the cash payments.
33. Eligible business loan products include: Heritage branded Business Overdrafts; Heritage branded Business Lines of Credit; Heritage branded Fully Drawn Loans and Heritage branded Self Managed Super Fund Loans. Excluded business loan products include: Business Visa Credit Card and Equipment Loan.

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