

Member Referral Terms and Conditions

General terms and conditions

1. This promotion is being conducted by Heritage Bank Limited ABN 32 087 652 024, AFSL 240984, Australian Credit Licence 240984 (**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.
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), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin;
 - the New Member must supply the details of the Referrer at the time of applying for the new membership. If the New Member does not supply the details of the Referrer 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.
 - 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 Product; and
 - if the New Member takes out and has funded one of Heritage's home loans or eligible Business Loans 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 accounts at the time a prize is awarded. "Active accounts" means there must be regular debit or credit transactions on the 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. Payments awarded under the Member Referral Terms and Conditions may constitute assessable income and, as such, members should seek independent advice to determine their taxation obligations.
4. The prizes awarded under any Relevant Promotion are non-transferable.
5. Except for liability that cannot be excluded by law, 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. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders Heritage's ability to proceed with any or all of the Relevant Promotions on the dates and in the manner described, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war or act of terrorism, Heritage may in its absolute discretion cancel, terminate, modify or suspend any or all of the Relevant Promotions and / or recommence any or all of them from the start on the same conditions, subject to any applicable laws.
9. Privacy Notice: By entering any Relevant Promotion, each 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 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. 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 Members and Referrers, Heritage will not disclose the entrant's personal information to entities outside of Australia. Heritage's Privacy Policy is available at heritage.com.au/Privacy-Policy.
11. Each Relevant Promotion commences on 1 May 2021 and finishes on 30 April 2022 (**Promotional Period**).

People first.

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

12. The Member Referral Giveaway is open to all New Members and Referrers who are residents of Queensland, New South Wales, Victoria and Tasmania only. 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:
 - Savings account
 - Transaction account
 - Term Deposit
 - Credit Card (approved)
 - Home Loan (approved and fully funded)
 - Personal Loan (approved and fully funded)
 - Business account
 - 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	Website publication date
1 May 2021	31 May 2021	Midnight	1 July 2021	2 July 2021
1 June 2021	30 June 2021	Midnight	2 August 2021	3 August 2021
1 July 2021	31 July 2021	Midnight	1 September 2021	2 September 2021
1 August 2021	31 August 2021	Midnight	1 October 2021	5 October 2021
1 September 2021	30 September 2021	Midnight	1 November 2021	2 November 2021

People first.

1 October 2021	31 October 2021	Midnight	1 December 2021	2 December 2021
1 November 2021	30 November 2021	Midnight	4 January 2022	5 January 2022
1 December 2021	31 December 2021	Midnight	1 February 2022	2 February 2022
1 January 2022	31 January 2022	Midnight	1 March 2022	2 March 2022
1 February 2022	28 February 2022	Midnight	1 April 2022	4 April 2022
1 March 2022	31 March 2022	Midnight	3 May 2022	4 May 2022
1 April 2022	30 April 2022	Midnight	1 June 2022	2 June 2022

19. The names of prize winners will be published on heritage.com.au/refer-a-friend.
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

21. When the Referrer refers a New Member and that New Member has a Heritage 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 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 accounts with Heritage 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

27. When the Referrer refers a New Member and that New Member has an eligible Heritage 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.

People first.

28. Both the referral by the Referrer and the approval and funding of the eligible Heritage 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 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 business loan is approved and funded during the Promotional Period. That is, if a New Member opens more than one eligible Heritage 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).
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 absolute discretion. Heritage account details will be used to issue the cash payments.
33. Eligible business loan products include: Business Overdrafts; Business Lines of Credit; Fully Drawn Loans and Self Managed Super Fund Loans. Excluded business loan products include: Business Visa Credit Card and Motor Vehicle Equipment Loan.

People first.