

Heritage Bank

“Win Back Your Insurance Premium” 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 (**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 AEDT on 1 August 2021 and close at 11:59pm AEST on 30 September 2021 (**Promotional Period**).
5. 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 are not an entry into the promotion.
6. A Policy will be deemed to be an **eligible Policy** when:
 - a. Heritage receives:
 - i. Full payment of the annual eligible Policy premium; or
 - ii. If paying by the month, the entrant’s nominated bank details to enable monthly instalments of the eligible Policy premium to be deducted; and
 - b. The Policy has not lapsed or been cancelled at the date on which the entrant’s prize is drawn.
7. Multiple entries are 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.
8. 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.

9. A total of sixteen (16) winners will be drawn during the Promotion Period, with two (2) winners drawn in each draw over a total of eight (8) draws. Two (2) entries from all entries received prior to the date of the draw, will be randomly drawn by a representative of Heritage at Heritage Bank, 400 Ruthven Street, Toowoomba. Draws will be held at 12noon AEDT or AEST (as applicable) on the following dates:
 1. Tuesday, 10 August 2021 entries received between 1st and 8th August
 2. Tuesday, 17 August 2021 entries received between 9th and 15th August
 3. Tuesday, 24 August 2021 entries received between 16th and 22nd August
 4. Tuesday, 31 August 2021 entries received between 23rd and 29th August
 5. Tuesday, 7 September 2021 entries received between 30th August and 5th September
 6. Tuesday, 14 September 2021 entries received between 6th and 12th September
 7. Tuesday, 21 September 2021 entries received between 13th and 19th September
 8. Monday, 4 October 2021 entries received between 20th and 30th September
10. 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.
11. The first two (2) valid entries in each draw will each win a cash payment equivalent to the total value of the winner's eligible Policy premium for the first 12 months, up to a maximum amount of \$2,000. Prizes will be issued by electronic transfer to the winner's nominated bank account. The total value of the prizes to be awarded in this promotion will not exceed AUD\$36,000.
12. If a winner has elected to pay their policy by monthly installments, they will be reimbursed the entire cost of their premium, however will continue to have their monthly instalments deducted from their nominated bank account as set out in their policy.
13. Winners 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 winners. Winners will be published on heritage.com.au/terms-conditions from 7 October 2020.
14. Heritage takes no responsibility if the winners' details are incorrect or if the winners cannot be contacted. If prizes are unclaimed by close of business on 4 November 2021, a redraw of any unclaimed prizes will occur at 12noon AEDT or AEST (as applicable) from 3 November 2020 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 draw. Heritage account details will be used to notify the winners. Winners will be published on heritage.com.au/terms-conditions from 8 November 2021.
15. 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.
16. The prize may constitute assessable income and, as such, entrants should seek independent financial advice to determine their taxation obligations.

17. 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.
18. 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.
19. 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.
20. 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.
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. 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.

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 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.
23. 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.

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