

TERMS AND CONDITIONS
CHRISTMAS 2018 CHQ, SAV & WIN PROMOTION

1. Information on how to enter the Christmas CHQ, SAV & WIN Promotion (“**Promotion**”) forms part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.

PROMOTER

2. The Promoter is eftpos Payments Australia Limited ABN 37 136 180 366 trading as eftpos, of Level 11, 45 Clarence St, Sydney NSW 2000 (“**Promoter**”).

PROMOTION PERIOD

3. The Promotion commences at 9.00am (AEDT) on Monday 19 November 2018 and closes at 11:59pm (AEDT) on Sunday 09 December 2018 (“**Promotion Period**”) with final draws to take place on 10 December 2018 and 11 December 2018 in accordance with these Terms and Conditions.

ELIBILITY TO ENTER

4. Entry is open to Australian residents aged 18 years or older (“**Eligible Entrants**”), excluding Ineligible Entrants. Ineligible Entrants are:
 - a. Employees (and their immediate family members) of the Promoter, or any related body corporate of the Promoter, as well as of any agency associated with this Promotion, or
 - b. Australian residents domiciled outside of Australia; or
 - c. An entrant who is unable to provide a valid, legible receipt, of a valid purchase using eftpos CHQ or SAV during the Promotion period (“**eftpos Transaction**”).

For clarity, immediate family members mean any of the following: spouse, ex-spouse, de-facto, ex-de-facto, 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.

HOW TO ENTER

5. To enter the Promotion, Eligible Entrants must:
 - a. Complete an eftpos CHQ or SAV Transaction on an EFTPOS terminal at any participating Australian merchant during the period between 9.00am (AEDT) Monday 12 November 2018 to 9:00am (AEDT) Sunday 9 December 2018 (For clarity, Eligible Entries may only be submitted during the Promotion Period, with collection of SAV and CHQ receipts in the week prior to entry from 9:00am (AEDT) Monday 12 November 2018 to 9:00am (AEDT) Sunday 9 December 2018);
 - b. Retain the receipt from the eftpos Transaction showing CHQ or SAV was used (this must be produced to claim a prize, if won); and following this,
 - c. during the **Promotion Period**, visit eftposWIN.com.au and complete all mandatory fields, including full name, email address and upload a picture of a receipt clearly showing the receipt was for an eftpos CHQ or SAV transaction. See Privacy Collection below.
 (“**Eligible Entry**”)
6. Eligible Entrants are allowed to submit multiple entries. Each entry must be accompanied by a unique receipt, which is only valid for one entry (ie. each entry must have a different receipt which can only be used against one Eligible Entry and cannot be used by more than one Eligible Entrant). During the Promotion Period there will be:
 - a. two (2) weekly prizes awarded each week during the Promotion Period (“**Weekly Prizes**”); and
 - b. one (1) grand prize (“**Grand Prize**”) during the Promotion Period

For clarity a ‘Limit of 1 prize per person’.

7. Eligible Entries may only win one Weekly Prize during the Promotion Period, Eligible Entrants which do not win a Weekly Prize will roll to the following week and only Eligible Entries which haven't won the Weekly Prize will be eligible for the Grand Prize (excluding residents of South Australia).
8. Eligible Entrants may receive subsequent entries in the promotion by completing the following activities:
 - a. following submission of each unique Eligible Entry in accordance with clause 5 Eligible Entrants will be invited to 'share' a unique URL with friends and family, who must also be deemed an Eligible Entrant in accordance with these Terms and Conditions, and consent to receiving messaging regarding this Promotion. If the friend/family member uses the unique URL to submit their own unique Eligible Entry in the promotion, a subsequent entry will be awarded to the initial Eligible Entrant who shared the URL; and/or
 - b. locating a unique code, which Eligible Entrants will need to decipher, which will be posted on the eftpos facebook page each week of the Promotion Period. Eligible Entrants must provide this unique code within the required field when lodging their Eligible Entry. Each week one (1) unique code will be available for redemption until exhausted with only 1,000 bonus code registrations available each week. The first 1,000 people who correctly guess the unique code word will receive 5 bonus entries. For clarity each person can only receive 5 bonus entries each week.

("Subsequent Eligible Entry").

For each Subsequent Eligible Entry in the Promotion (in accordance with these Terms and Conditions), the initial Eligible Entrant will receive:

- a. when their unique URL is used by a friend/family member to submit an Eligible Entry in the promotion: one (1) additional entry in the Promotion; and
- b. when successfully registering a unique code with their Eligible Entry: five (5) additional entries in the Promotion.

For clarity:

- a. there is no requirement for the Eligible Entrant to 'share' the URL;
 - b. the Eligible Entrant may only lodge a unique code which they have deciphered via the clue provided by eftpos on the eftpos facebook page (a unique code each week of the Promotion Period);
 - c. the Eligible Entrant should ensure that any individuals they are sharing their unique URL with have consented to and are willing to receive the URL and that they would be reasonably likely to be deemed an Eligible Entrant pursuant to these Terms and Conditions;
 - d. each week of the Promotion there will be a maximum of one thousand (1,000) opportunities for Eligible Entrants providing a Subsequent Eligible Entry by way of the unique code located via guessing from a clue post on the eftpos facebook page or from the email sent by eftpos; and
 - e. upon receipt of a URL from an Eligible Entrant, if the recipient subsequently enters the Promotion with the URL they will receive a new unique URL to 'share'.
9. Entries are deemed to be received at the time of successfully submitting information in accordance with clause 5 and 8. All times are assessed in accordance with AEDT.
 10. Subject to the other terms of these Terms and Conditions, only entries entered via eftposWIN.com.au or a unique URL provided by the Promotor during the Promotion Period are valid.
 11. No responsibility is accepted for entries not received by the Promoter and all incomplete, indecipherable, fraudulent, deceptive or offensive entries will be deemed invalid.
 12. Any cost accrued by the entrant which is associated with uploading the entry (such as data usage) is the entrant's responsibility and is dependent on the Internet service provider used.

DRAWING

13. There will be three (3) Weekly Prize Draws in the Promotion ("**Weekly Prize Draws**"), being one each week of the Promotion drawing two Eligible Entrants, to be conducted at 12 noon AEDT on the relevant dates below. Entries (Eligible Entries and Subsequent Entries) received up until 11.59pm AEDT the day before the relevant Weekly Prize Draw will be entered in to that Weekly Prize Draw.

Weekly Prize Draw Range	Draw Date
1) 19 November 2018 – 25 November 2018	26/11/2018
2) 26 November 2018 – 2 December 2018	3/12/2018
3) 3 December 2018 – 9 December 2018	10/12/2018

14. There will be one (1) Grand Prize Draw of a \$5,000 pre-paid eftpos card ("**Grand Prize Winner**") (subject to verification and validation requirements being met) to be drawn at 12 noon AEDT on 11 December 2018.
15. The Promoter's representative may draw reserve entries in each Weekly and Grand Prize Draw and record them in order to use in the instance an invalid entry or ineligible entrant is drawn, or a prize is not claimed, in accordance with these Terms and Conditions ("**Reserve Entries**").
16. All random electronic prize draws will be conducted at Prime Focus, Level 1, 500 Chapel Street, South Yarra, Victoria 3141 ("**Draw Location**").
17. If an Eligible Entrant is randomly drawn in the Weekly Prize Draw:
- more than once, they are only eligible for one Weekly Prize (ie. only one Weekly Prize per Eligible Entrant); and
 - that Eligible Entrant is not eligible to be a Grand Prize Winner.

NOTIFICATION OF PRIZE WINNERS

18. Eligible Weekly Win Prize Winners will be notified via electronically distributed mail to the contact information provided in clause 5, within two business days of the relevant Weekly Prize Draw in clause 13.
19. The Eligible Grand Prize Winners will be notified via electronically distributed mail to the contact information provided in clause 5 and subject to the Promotor being provided a valid mobile number for the winner, the Grand Prize Winner may also be called directly using the contact information provided in clause 5, within 2 business days of the relevant Weekly Prize Draw and will also be notified in writing.
20. Weekly Win Prize Winners and Grand Prize Winners will be published on eftposWIN.com.au from Friday 21 December 2018.
21. During the process of entering the Promotion, winners must consent to eftpos publishing their name on eftposWIN.com.au during the Promotion Period. Each Grand Prize Winner will be published, following the relevant draw on www.facebook.com/ftposaustralia/, with the consent of the Grand Prize Winner.
22. For clarity, all winners will be notified directly at the latest by Friday 21 December 2018.

VALIDATION

23. At the time of entry, in accordance with clause 5, entrants will be required to upload an easily recognisable and legible picture of the receipt used as the basis of entry into the competition when prompted. If a receipt is not recognisable or does not contain the required information, the entry will be deemed invalid. Following notification of a win, winners will be required to provide their delivery address for the purpose of delivering their prize.

24. If an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entries submitted by the entrant will be deemed invalid.
25. The Promoter's decision is final and no correspondence will be entered into.

PRIZES

26. "Weekly Win Prize" - There are a total of six (6) \$1,000 pre-paid eftpos cards to be won, being two (2) each week of the Promotion, to be delivered via regular post at the cost of the Promoter to each of the Weekly Win Prize Winners.
27. "Grand Prize" - There is a total one (1) \$5,000 pre-paid eftpos card to be won, to be delivered via courier at the cost of the Promoter to the Grand Prize Winner.
28. The use of the cards detailed in clause 26 and 27 above, is subject to terms and conditions, available at <http://www.giftcardplanet.com.au/eftpos-cardholder-terms>. In accordance with those terms, the card must be activated within three (3) months as of the day the Weekly Win Prize or Grand Prizes are won.
29. Winners as provided in clause 13 and 14 above, shall receive their Prize(s) within 28 days of the Promoter receiving a valid mailing address from the winner.
30. The total value of the prize pool is \$11,000 AUD.
31. The Promoter accepts no responsibility for any transaction that occurs once the prize is delivered. Winners should read the terms and conditions of prize use at: <http://www.giftcardplanet.com.au/eftpos-cardholder-terms>.
32. All prize items are valued in Australian dollars and are inclusive of GST. Subject to the terms of the cards, none of the prizes are transferable, exchangeable or redeemable for cash. Any taxes (other than GST, if any) which may be payable as a consequence of a Winner receiving the prize are the sole responsibility of the Winners.
33. If a Weekly Win Prize Winner or a Grand Prize Winner does not, for whatever reason, collect the prize (ie. not providing address details when prompted), the prize will be forfeited and returned to the Promoter, and clause 37 of these Terms and Condition will be invoked.
34. The prize awarded may not be exactly as illustrated in displays or marketing for the Promotion.
35. As a condition of accepting a prize, each winner (and his/her companions) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion.

UNCLAIMED PRIZE

36. Claiming of the drawn prize is the entire responsibility of the winning entrant and not the Promoter. Should the gift card be undeliverable to the provided address, not retrieved from the specified location, or a valid address not be provided by the winner, the gift card will be returned to the Promoter.
37. If a prize is won by an Eligible Entrant and they do not claim their prize or the prize is returned to the Promoter by 11:00am AEDT on Monday 11 March 2019, a winner will be determined from the relevant Reserve Entries. If there are no available Reserve Entries, a random electronic re-draw to be conducted at 12 noon AEDT on that date Monday 11 March 2019 at Level 1, 500 Chapel Street South Yarra, VIC Australia 3141. For clarity, the Winner of the redraw will be issued with a new pre-paid eftpos card.
38. Weekly Win Prize Winners and Grand Prize Winners will be published on eftposWIN.com.au from Friday 15 March 2018.

PRIVACY CONSENT

39. Details from all entries, including personal information provided by entrants for the purposes of entry will be collected and used for the purposes of conducting this Promotion and as required, to regulatory authorities.
40. By entering this Promotion, entrants consent to the use of their information as described in these clauses. You consent to disclosure of this information, if required, to a service provider outside of Australia,

especially in the United States of America (Service Provider). The Service Provider is not an Australian entity and not regulated by the Australian Privacy Act 1988 and the Australian Privacy Principles (APPs) in that Act. By providing your personal information you consent to the disclosure of your personal information to the Service Provider as a recipient outside of Australia on the basis that if they engage in any act or practice that contravenes the APPs it would not be accountable under the Act and you will not be able to seek redress under the Act.

41. The Service Provider may be required or compelled to disclose your personal information to a third party such as an overseas authority. You may not be able to seek redress in the overseas jurisdiction against the overseas entity. In providing your consent, by acceptance of these Terms and Conditions, to us disclosing your personal information to the Service Provider and the Service Provider breaches the Australian Privacy Principles, we will not be accountable for that breach under the Privacy Act and you will not be able to seek redress in respect of that breach under the Privacy Act. Therefore, if your personal information is transferred or access provided to a recipient outside Australia, we will impose, and review compliance with, obligations on that recipient to comply with the Privacy Act 1988 (C'th) and include provisions designed to give at least the same level of protection for your personal information as we provide.
42. If any Entrant's contact information is not provided, the Promoter will not be able to reward the Entrant should they be randomly drawn. Should your Personal Information change or you become aware that the information provided is not accurate, Entrants shall contact eftpos and seek access or change to their personal information collected through entry.
43. A complaint about the Promoter's personal information handling practices may be raised by contacting privacy@eftposaustralia.com.au or by calling us on (02) 8270 1800 or writing to or visiting the Promoter at the above address. You will have to provide proof of your identity when requesting access to personal information. Where a complaint is raised, the Promoter will do their best to resolve that complaint as soon as possible and will, in any event, initially respond to a complaint within 5 business days of receipt of a complaint. If you are not satisfied with the Promoter's response to your complaint, you can refer the matters to Office of Australia Information Commissioner at GPO Box 5218, Sydney NSW 2001 - Facsimile +61 2 9284 9666 or by following the procedure at www.oaic.gov.au.
44. Our detailed privacy policy includes further information on how you can access and seek correction of your personal information and how you can complain about a breach of your privacy. The policy also contains information about how we will deal with a complaint: www.eftposaustralia.com.au
45. Eligible Entrants consent to any information provided in your entry and any material produced as a result of your entry (including personal information), being collected and used for any and all ongoing marketing initiatives the Promoter deems appropriate across all the Promoter's marketing activities.
46. Eligible Entrants understand that they can unsubscribe to receipt of such marketing material at any time by using the unsubscribe facility on the bottom of the marketing material, by emailing info@eftposaustralia.com.au or by clicking here: <https://www.eftposaustralia.com.au/contact-us/>
47. The Promoter's privacy policy is available at www.eftposaustralia.com.au.

GENERAL

48. The Promoter assumes no responsibility for, and the entrant releases the Promoter from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the entrant's participation in this Promotion or the conduct of the promotion generally or as a direct or indirect result of an entrant's error, any technical problem of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the entrant or associated with the equipment or programming used in the conduct of this promotion. If, because of any such problem, this Promotion is not able to be conducted as planned and/or the Promotion's administration, security, fairness or integrity are compromised or affected, the Promoter may (subject to any directions given by any relevant authority) cancel, terminate, modify or suspend the Promotion and/or disqualify any entrant involved in interfering or tampering with the conduct of this Promotion in any way. All entrants participating in the Promotion at the point of termination, modification or suspension of the Promotion will be notified by

the Promoter in writing. In the event of modification or suspension of the Promotion, the entrant may choose to terminate their participation in the Promotion at no cost.

49. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who the Promoter believes has either tampered with the entry process, has submitted an entry that is not in accordance with these Terms and Conditions, is fraudulent, duplicate or deceptive or is unable to produce a valid, easily recognisable and legible receipt of a purchase using eftpos CHQ or SAV during the Promotion Period. For the avoidance of doubt, the Entrant warrants that in entering into the Promotion all receipts accompanying an entry are from a eftpos enabled card in their name and that submission of an entry not in their name shall be deemed fraudulent.
50. Entrants agree that the information that they submit is accurate, complete and up to date. The Promoter shall remove entries if they are deemed to violate these terms and no correspondence will be entered into. The Entrant agrees to fully indemnify and hold harmless the Promoter from any claim, damages or expenses brought by any third party against the Promoter or its affiliates due to, or arising from, the Entrant's conduct in connection with this Promotion.
51. These terms and conditions do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees as provided under the Competition and Consumer Act 2010, or any other warranties (whether express or implied) under any state legislation which cannot be excluded.
52. Except for any liability that cannot by law be excluded, 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.
53. The Promoter accepts no responsibility for any tax implications that may arise from winning of the prize. Independent financial and tax advice should be sought by Eligible Entrants if required.
54. All entries are final at the end of the Promotion Period.
55. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.)
56. This competition shall be governed in accordance with state and territory requirements and the laws of the Commonwealth of Australia.

This is a lottery promotion and winners are drawn at random. The relevant permits will be purchased in each state according to the independent state's lottery permit requirements.

Authorised under Permit Numbers – ACT TP18/02023, NSW LTPS/18/28902 & SA T18/1844.