

Bendigo Credit Card Win Cash 2008 Promotion

Conditions of Entry

Information on how to enter the Promotion forms part of these Conditions of Entry. Entries not made in accordance with these Conditions of Entry will be disqualified.

Section 1: General Information

1. Promoter: Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo, VIC 3550. ABN 11 068 049 178 AFSL 237879.
2. Competition Permit numbers: ACT: ACT08/03992 NSW: LTPS/08/09468
3. Promotion Period: The Promotion will commence at 12.01am on 1 October 2008 and will close at 12pm on 31 December 2008. All times recorded throughout these Conditions of Entry are stipulated in Victorian Time (VT).
4. Qualifying Transaction ('purchase'): means any credit card transactions made (a) using an approved Bendigo Bank Credit Card in Australia and any overseas transactions (b) on retail purchases and BPAY (c) by pressing the 'credit' button at the merchant terminal in Australia (overseas transactions will be directed to credit automatically). The following transactions are not Qualifying Transactions: (i) a transaction which has been reversed or cancelled within seven (7) days of being posted to your Bendigo Credit Card account; and (ii) credit card cash advances and ATM withdrawals.

Section 2: Eligibility

4. Eligibility: To be eligible to enter the Promotion, you must:
 - a. Be above 18 years of age;
 - b. Be a natural person and not a company or other corporate entity;
 - c. Have a residential or principal address in Australia excluding Norfolk Island, Christmas Island and the Cocos (Keeling) Islands
 - d. Be an individual holding a Bendigo Bank Credit Card; and
 - e. Be the principal cardholder (ie. You must be a person liable to settle the Qualifying Transaction charged to your Bendigo Credit Card).
5. Non-eligibility: Notwithstanding Clause 4 above, you are not eligible to enter the Promotion if:
 - a. You are an employee of:
 - a. The Promoter
 - b. Community Bank[®]
 - c. Bendigo Business Credit Card holder.
 - b. The Bendigo Credit Card used is cancelled, closed, suspended or in default at the time of the draw or payment of Prize.

Section 3: Promotion

6. Promotion: The Promotion comprises of three monthly prize draws.
7. Promotion Entry: Subject to you being an eligible person as described in Section 2, you may enter the Promotion via the following method:

Entry Method: To enter the Promotion you must make a Qualifying Transaction (\$1 minimum purchase required) during the Promotion Period. Each Qualifying Transaction automatically qualifies you for one (1) entry into the Prize Draw.

8. Draw Details: The Prize Draws will be conducted at The Bendigo Centre, Bendigo VIC 3550 on the following dates at 12 noon by a representative of the Promoter:

- a. 10 November 2008 (for qualifying transactions made between 12.01am on 1 October and 12pm 31 October 2008)
- b. 8 December 2008 (for qualifying transactions made between 12.01am on 1 November and 12pm 30 November 2008)
- c. 12 January 2009 (for qualifying transactions made between 12.01am on 1 December and 12pm 31 December 2008)

Section 4: Determination of prize winners and details of prize

9. Number of Prizes: There are three (3) monthly Prizes to be awarded in this Promotion.

10. Prizes: Each Prize is AUD \$1,000 and will be credited to the Bendigo Credit Card that was used to make the winning Qualifying Transaction.

11. Prize Value: The total Prizes awarded during the Promotion is valued at AUD \$3,000.

12. General Prize Conditions: The Prizes are subject to the following conditions:

- a. No exchange of Prizes: Prizes or any portion of a prize cannot be exchanged or transferred (whether separately or collectively) and cannot be taken as cash, unless stipulated otherwise;
- b. Taxes: If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax;
- c. The conditions set out in Clause 14.

Section 5: Prize winners

If you win a prize the clauses in this section apply to you.

13. Publication: Each Prize Winner's name will be published in the Public Notices Section of *The Australian* on 3 February 2009.

14. Contact of prize winners and Acceptance of prizes: If your name is drawn as a Prize Winner, you will be contacted by telephone and in writing. The Promoter will contact you to:

- a. Notify you that your name has been drawn in the Promotion as a Prize Winner, and that, you have won a Prize subject to confirmation you are eligible to receive a prize in this promotion under these Conditions of Entry;
- b. Confirm whether you wish to claim the Prize; and
- c. Confirm your Bendigo Credit Card account details for deposit of the Prize.

If you confirm that you wish to claim the Prize, the Prize will be awarded to the Bendigo Credit Card account that made the winning Qualifying Transaction.

15. Redraw: For any prizes not claimed by 13 April 2009, the Promoter will conduct a further draw at The Bendigo Centre, Bendigo VIC 3550 on 14 April 2009 at 12 noon. The first valid entries drawn up to the number of unclaimed prizes available will be awarded the unclaimed prizes.

16. Redraw Winner: The Promoter will contact and verify the redraw prize winner/s in the manner set out in Clause 14. Only if a prize winner from the redraw is eligible will his / her name be published in *The Australian* on 14 April 2009. In the event that any redrawn prize winner is not eligible, the Promoter will conduct a further redraw until all Prizes have been awarded (subject to any further regulatory directions).

17. Publicity: In accepting a Prize awarded in this Promotion, you agree to participate in any publicity arrangements made by or on behalf of the Promoter. You further acknowledge that the Promoter reserves the right to use your name photograph and address for future promotional or publicity activity without any payment being made to you.

Section 6: General conditions

This section applies to you, whether you are an entrant to the Promotion or a Prize Winner.

16. Lost, Delayed Communication: The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.

17. Release: To the fullest extent permissible by law, you agree to release the Promoter from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by you in connection with your participation in the Promotion and, if you are a Prize Winner, your use of the Prize. Except for any liability that cannot be excluded by law, the Promoter and Co-ordinator (including their respective officers, employees and agents) exclude 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, including, but not limited to, where arising out of the following: (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; or (d) use of a Prize.

18. Force Majeure: The Promoter will not be responsible for any act, omission, failure or delay by the Promoter which is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts which are not reasonably within the control of the Promoter.

19. Disputes: In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.

20. Privacy Notice: During the course of the Promotion, the Promoter may collect your personal information (including your name, address and telephone number). This will be collected so the Promoter is able to conduct the Prize Draws, to publish the results of the Promotion, to publicise the Promotion, and if you are a Prize Winner, to contact you and/or arrange for you to receive your Prize. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter.

16. Promoter Contact Details: The Promoter may be contacted by calling 1300 366 666.