

Commonwealth Bank of Australia “Flight Centre Gift Card Christmas 2016” Promotion

Conditions of Entry

1. Information on how to enter and prize details set out in all communications regarding the Commonwealth Bank of Australia “Flight Centre Gift Card Christmas 2016” Promotion (the “**Promotion**”) form part of these Conditions of Entry. Any entry that does not comply with these Conditions of Entry will be deemed invalid. Entry into this Promotion and acceptance or receipt of the prize by the winner is deemed as acceptance of these Conditions of Entry.
2. The Promoter is the Commonwealth Bank of Australia (ABN 48 123 123 124) of 11 Harbour Street, Sydney, NSW, 2000, telephone 13 16 61 (the “**Promoter**”).
3. This Promotion commences at 9:00am AEDST on 1 December 2016 and closes at 11:59pm AEDST on 2 January 2017 (the “**Promotion Period**”).
4. Entry into the Promotion is open to individuals who satisfy the following eligibility requirements (“**Eligibility Requirements**”):
 - the person must be aged 18 years or over and a resident of Australia;
 - the person is not a director or employee of the Promoter or the Promoter’s related entities directly involved in the Promotion (as determined by the Promoter) or one of their immediate family members (spouse, parent, sibling or child);
 - the person is not a director or employee of Flight Centre or its related entities directly involved in the Promotion (as determined by the Promoter) or one of their immediate family members (spouse, parent, sibling or child); and
 - the person must hold a valid Commonwealth Bank Awards credit card (being Awards, Gold Awards, Platinum Awards or Diamond Awards) which enables them to participate in the Commonwealth Bank Awards Program (the “**Commonwealth Awards Card**”) at the time of entry and at the time of the draw.

Individuals who satisfy the Eligibility Requirements will be referred to hereinafter as “**Eligible Entrants**”.

5. Any Eligible Entrant whose Commonwealth Awards Card account is more than thirty (30) days in arrears (that is, the minimum payment due on the Commonwealth Awards Card account is more than thirty (30) days overdue) as at the date of the draw will not be eligible to win the prize.
6. To enter, Eligible Entrants must, during the Promotion Period, redeem their CommBank Awards points (on their Commonwealth Awards Card) for an Eligible Flight Centre Gift Card (defined below) either: (a) online at the CommBank Awards website which can be accessed via NetBank (i.e. netbank.com.au); or (b) via telephone by calling 13 1661. In store redemptions will not be eligible. The earning and redemption of CommBank Awards points are subject to the Terms and Conditions of the CommBank Awards Program available at commbank.com.au. Eligible Entrants will automatically receive one (1) entry into the draw for every Eligible Flight Centre Gift Card redeemed via Netbank or telephone using their CommBank Awards points during the Promotion Period. To view these Terms and Conditions, Eligible Entrants must log in to NetBank, follow the prompts to the Awards website, select the ‘Terms and Conditions’ followed by the ‘Promotional Terms and Conditions’ link.

“**Eligible Flight Centre Gift Cards**” include physical Flight Centre Gift Cards to the value of \$50, \$100, \$250, \$500, or \$1000, and digital Flight Centre Gift Cards to the value of \$50, \$100, \$250, \$500, \$1000.

7. There will be one (1) draw conducted for this promotion. The draw will be conducted by a computerised drawing system at 3:00pm AEDST on 13 January 2017 by a representative of Anisimoff Legal, 5/210 Central Coast Hwy, Erina NSW 2250 on behalf of the Promoter. Anisimoff Legal may draw additional entries and record them in order in case an invalid entry or ineligible entrant is drawn.
8. The winner will be notified by telephone and mail or email within two (2) business days of the draw date and their name will be published in The Australian on 20 January 2017.
9. The first valid entry drawn will win an AU\$5,000 Flight Centre Gift Card. The Flight Centre Gift Card will be valid for 12 months from date of issue and is redeemable at Flight Centre retail

stores within Australia only. Prize is non-refundable and non-exchangeable for cash, credit or foreign currency products including cash passports. Any balance remaining on the card at date of expiry will be forfeited. No compensation will be provided for any unused balance from date of expiry. Full terms and conditions of use will apply and can be found at www.flightcentre.com.au/giftcards

10. The prize, or any unused portion of the prize, is non-redeemable for cash and is not transferable or exchangeable. By accepting the prize, the winner agrees that any other incidental costs, including those associated with accepting or using the prize, are not included.
11. The total prize pool value is AU\$5,000 (inclusive of GST). The winner accepts the prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from the prize. The winner should seek their own independent financial advice.
12. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
13. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The Promoter accepts no responsibility for late, lost or misdirected entries.
16. The Promoter will use its best endeavours to provide the prize listed. If the prize is unavailable for any reason beyond the reasonable control of the Promoter, the Promoter reserves the right to award a substitute prize of an equivalent value and/or specification, subject to any written directions given under applicable trade promotion laws and regulations.
17. Subject to the unclaimed prize draw clause, in the event that for any reason whatsoever a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited by the winner, and cash will not be awarded in lieu of the prize.
18. The Promoter reserves the right to request that the winner demonstrates their eligibility for the prize as a condition of receipt of a prize. Identification considered suitable for verification is at the discretion of the Promoter.
19. In the event that for any reason the prize is not accepted or claimed by 12:00pm AEST on 13 April 2017, the Promoter may conduct a further draw at the same place as the original draw at 3:00pm AEST on 13 April 2017 to award the prize, subject to any written directions given under applicable trade promotion laws and regulations. The winner, if any, will be notified by mail or email within two (2) business days of the re-draw and their name will be published in The Australian on 20 April 2017. Upon notification the Promoter will organise delivery of the prize and confirm details with the winner.
20. If for any reason this Promotion is not capable of running as planned for any reason including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion, the Promoter may take any action that may be available, including, subject to any written directions given by the relevant State and Territory regulators, cancelling, terminating, modifying or suspending the Promotion or disqualifying any Eligible Entrant. The Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process
21. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the internet or any website, or any

combination thereof (including, but not limited to) any injury or damage to participants or any other person's computer related to or related to or resulting from participation in or downloading any materials in this Promotion.

22. To the extent permitted by law, the Promoter and its related entities and its and their respective directors, officers, employees and agents, will not be liable for any personal injury, loss or damage, whatsoever which is suffered or sustained (including, but not limited to) indirect or consequential, financial or other loss to or by a winner. Nothing in these Terms and Conditions limit, exclude or modify 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**").
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; or (f) use of/taking or redeeming the prize.
24. All entries become the sole property of the Promoter. The Promoter collects your personal information so that it may process your entry, administer this Promotion and contact you regarding information on products or services that may be of benefit or interest to you. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions, including contactors, prize suppliers, service providers and, as required, to Australian regulatory authorities. The Promoter will also use and handle your personal information as set out in its Privacy Policy, which can be viewed at www.commbank.com.au. The Privacy Policy also contains information about how entrants may access, update or correct their personal information, change their direct marketing preferences or make a privacy complaint. You may also access and correct your information by contacting the Privacy Officer, Customer Relations, Commonwealth Bank Group, Reply Paid 41, NSW 2001, by calling the Promoter on 13 2221 or by visiting any branch of the Promoter.
25. These Conditions of Entry shall be governed by the laws of Australia and each entrant agrees to submit to the non-exclusive jurisdiction of the courts of Australia.

Authorised under NSW Permit No: LTPS/16/09387; ACT Permit No: TP16/02291