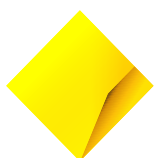


CommBank Yello x Matt Moran Chiswick Garden Experience Competition Terms and Conditions



CommBank Yello x Matt Moran Chiswick Garden Experience Competition

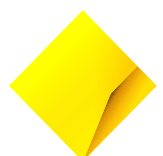
Terms and Conditions

1. The Commonwealth Bank of Australia 'CommBank Yello x Matt Moran Chiswick Garden Experience Competition' (**Promotion**) is conducted by the Commonwealth Bank of Australia ABN 48 123 123 124 of The Foundry, 1 Locomotive Street, South Eveleigh NSW 2015 (PH: 13 2221) (**Promoter**).
2. The Promotion commences at 9.00am (AEST) on 4th June 2024 and closes at 5.00pm (AEST) on 17th June 2024 (**Promotion Period**).
3. The Promotion is authorised under Australian Capital Territory Permit No. TP24/00954, New South Wales Authority No. TP/03182 (NTP/09671), and South Australia Licence No. T24/742.
4. In these Terms and Conditions:
 - (a) the term 'CommBank Yello Terms and Conditions' refers to the Promoter's terms and conditions for its CommBank Yello program, found at commbank.com.au/commbankyellotcs; and
 - (b) the terms 'Homeowner' and 'Everyday Plus' have the meanings set out in the CommBank Yello Terms and Conditions.

Eligibility

5. Entry is open to individuals who:
 - (a) reside in Australia;
 - (b) are eligible to participate in the Promoter's CommBank Yello program in accordance with the CommBank Yello Terms and Conditions and have not become ineligible or otherwise opted out of that program during the Promotion Period (including that the individual must be at least 18 years of age);
 - (c) meet the eligibility criteria for either the Everyday Plus or Homeowner benefit set out in the CommBank Yello Terms and Conditions during the Promotion Period;
 - (d) have downloaded and/or logged into the CommBank app on their smart phone or other electronic device during the Promotion Period; and
 - (e) are not persons who are (as determined by the Promoter):
 - (i) involved in the conduct or promotion of the Promotion (including any person who determines who is to win a prize in the Promotion); or
 - (ii) involved in the management of the Promoter,

(Eligible Entrants).

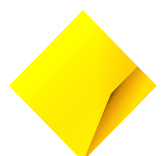


How to enter

6. Eligible Entrants will receive a notification in the CommBank app during the Promotion Period containing an information page for the Promotion, the Eligible Entrant's latest email address and a confirmation button for the Eligible Entrant to enter the Promotion. To enter the Promotion, the Eligible Entrant must verify that their email address is correct, and click on the confirmation button during the Promotion Period.
7. Each Eligible Entrant is entitled to enter the Promotion once.
8. By entering, each entrant agrees to:
 - (a) the Promoter's privacy policy available at www.commbank.com.au/privacy (**Privacy Policy**); and
 - (b) these Terms and Conditions.

Prize details

9. Each Winner (determined in accordance with clause 11) will win
 - (a) Return economy class flights for 2 people to Sydney from the Winner's nearest airport, departing on Sunday 7th July 2024 and returning on Tuesday 9th July 2024 (up to the value of \$2,451.00 depending on location of the nearest airport);
 - (b) Return airport transfers for 2 people from Sydney Domestic Airport to the Intercontinental Sydney hotel in Sydney (value of \$410.00);
 - (c) 2 x nights' accommodation for 2 people in a shared classic King room at the Intercontinental Sydney hotel in Sydney, including two breakfasts for two people (value of \$798.00);
 - (d) Transfers for 2 people from the Intercontinental Sydney hotel in Sydney to the Chiswick Woollahra restaurant and return (value of \$117.00);
 - (e) A private two-hour experience for 2 people with Matt Moran, on Monday July 8th 2024 where he will walk the Winner and guest through the gardens of his Chiswick restaurant (while enjoying a cocktail in the garden with the opportunity to pick their own garnishes) followed by canapes and dinner for two people at Chiswick restaurant's 4 course collective menu with a premium wine pairing (value of \$10,333.00);(together, the **Prize**).
10. The total value of each Prize is up to \$14,109.00 with the value of the total value of all Prizes in the Promotion is up to \$84,654.00.



Determining the Winner

11. The random electronic prize draw will take place at 3.00pm (AEST) on 18th June 2024 at The Foundry, 1 Locomotive Street, South Eveleigh NSW 2015 (**Draw**). The first 6 entries from Eligible Entrants drawn, as determined by the Promoter, will be awarded a Prize (**Winner**).
12. At the time of the Draw, the Promoter will randomly draw a further 6 additional entries from Eligible Entrants to be reserve winners if any Prize is unclaimed or cannot be delivered to or accepted by a Winner in accordance with these Terms and Conditions (**Reserve Winners**).
13. Each Eligible Entrant is only eligible to win one Prize.

Announcing and notifying the Winners

14. The Promoter will notify each Winner by email to the Winner's email address (as verified at the time of entry to the Promotion) on 19th June 2024.
15. The Promoter will publish each Winner's first initial, last name and postcode on the Promoter's website at commbank.com.au/commbankyellowprizewinners by 5.00pm (AEST) on 19th June 2024.

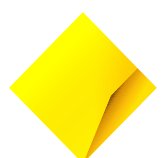
Claiming the Prize

16. The Winners must claim their Prize by 5.00pm (AEST) on 21st June 2024 by confirming receipt of the notification email by return email or by such other method specified in the notification email.
17. If a Prize is unclaimed or cannot be delivered to or accepted by the Winner (e.g. due to an invalid entry or inability to travel within the required period) by 5.00pm (AEST) on 21st June 2024:
 - (a) the Winner will be taken to have forfeited the Prize and the Promoter will award the Prize instead to a Reserve Winner to have been next drawn;
 - (b) the Promoter will notify that Reserve Winner by email within one day of the Prize being awarded to them, and will publish their first initial, last name and postcode in the manner described in clause 15; and
 - (c) the Reserve Winner must claim their Prize within 2 business days from being notified of the Prize being awarded to them.
18. If a Reserve Winner does not claim the Prize within the time specified in clause 17(c), the process set out in clause 17 shall be applied again, and so on until the Prize has been claimed by a Reserve Winner.

Distributing the Prize

19. Upon the Winner (or Reserve Winner, if applicable) claiming the Prize, the Winner (or Reserve Winner, if applicable) will be contacted by Eventscape Pty Ltd (**Eventscape**) to make arrangements regarding the taking of the Prize and organising the next steps. Eventscape will deliver and manage the Prize and will be the main point of contact with the Winner or Reserve Winner (as the case may be).

Conditions of taking the Prize



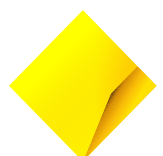
20. As a condition of claiming a Prize, the Winner or Reserve Winner (as the case may be) (**Prize Recipient**) agrees to:
- (a) the Promoter using the Prize Recipient's name (last name and initial of first name) and postcode in any media for the purpose of publishing the outcome of this Promotion;
 - (b) being contacted for purposes directly related to the Promotion;
 - (c) the Promoter sharing the Prize Recipient's name, email address and phone number with Eventscape for the purpose of distributing the Prize;
 - (d) the Promoter using the Prize Recipient's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for the purpose of promoting the Promotion (including any outcome), and promoting any products of the Promoter; and
 - (e) comply with any terms or conditions applicable to any element of the Prize imposed by the supplier or operator of each such element of the Prize.
 - (f) on request by the Promoter, provide photographs of the Prize Recipient, and one or more brief summaries of their experiences, for the Promoter to use in any media for the purpose of promoting the outcome of the Promotion.
21. The Prize may not be transferred, exchanged or redeemed for cash or other goods or services.
22. If the Prize, or any element of the Prize, is unavailable or a Prize Recipient and their travel companion are unable to participate in scheduled activities, the Promoter reserves the right, in its discretion, to substitute the Prize, or that element of the Prize, with a prize of equivalent value and/or specification, subject to any legal requirements or any written directions from a regulatory authority.
23. Neither the Promoter nor Eventscape accepts responsibility for the cancellation, delay, unavailability, restriction or condition on or of any element of the Prize for any reason beyond the control of the Promoter or Eventscape.

Resolving disputes

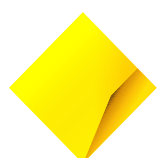
24. Complaints regarding the Promotion may be submitted by:
- (a) completing the online complaints form available at www.commbank.com.au/contactus;
 - (b) calling 13 22 21; or
 - (c) visiting any Commonwealth Bank branch.
25. If there is a dispute concerning the complaint, the decision of the Promoter is final and binding, and no further correspondence will be entered into.

General

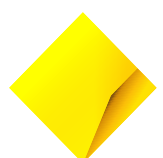
26. Information on how to enter the Promotion and Prize details set out in all communications regarding the Promotion form part of these Terms and Conditions.



27. Any entry not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's discretion.
28. Beneficiaries of a Prize accept the Prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from the Prize or the Prize Recipient accepting and taking the Prize. Beneficiaries of the Prize should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser. See section 3 of the CommBank Yello Terms and Conditions for further details on tax implications.
29. The Promoter reserves the right, at any time, in its sole discretion, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant whom 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
30. If for any reason this Promotion is not capable of running as planned (including, but not limited to infection by computer virus, bugs, 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 and/or Eventscape may, subject to the approval of all relevant regulatory authorities, take any action that may be available including cancelling, terminating, modifying or suspending the Promotion.
31. The Prize is valued in Australian dollars unless expressly stated to the contrary. All Prize amounts in these Terms and Conditions are inclusive of the Australian goods and services tax (GST) unless expressly stated to the contrary.
32. All costs and expenses not specifically mentioned as being included in the Prize are solely the Prize Recipient's responsibility. The Promoter makes no representation as to the safety, weather, conditions or other issues that may exist as part of the travel or at the destination. The Prize Recipients and their travel companions take the Prize and travel at their own risk.
33. Prize Recipient's and their travel companions must be over the age of 18 years.
34. 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 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the states and territories of Australia (**Non-Excludable Guarantees**).
35. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related entities (including their respective directors, officers, employees and agents) are not responsible for and 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: (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; (e) any tax



- liability incurred by a beneficiary of a Prize (including an Eligible Entrant and the Prize Recipient);
(f) use/taking of the Prize (g) the Promotion.
36. The Promoter may at any time cancel, modify, suspend or terminate the Promotion as set out in the CommBank Yello Terms and Conditions. Termination will not affect any CommBank Yello prizes an Eligible Entrant is already eligible for.
 37. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
 38. All entries become the sole property of the Promoter. The Promoter collects personal information from entrants so that it may process entries, administer this Promotion and contact entrants regarding information on products or services that may be of interest to them. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions.
 39. The Promoter will use and handle entrant's personal information as set out in its Privacy Policy. The Privacy Policy set outs how individuals may access, update or correct their personal information, change their direct marketing preferences or make a privacy complaint.
 40. The Promotion and these Terms of Condition will be governed by the law of New South Wales, Australia, being the state in which the Promoter has its Head Office. Entrants accept the non-exclusive jurisdiction of courts and tribunals of New South Wales in connection with any disputes concerning the Promotion.
 41. To contact the Promoter, write to the Privacy Officer, Customer Relations, Commonwealth Bank Group, Reply Paid 41, NSW 2001, or call 13 2221 or visit any branch.



CommBank Yello x Matt Moran Chiswick Garden Experience Competition

Abridged Terms and Conditions

'CommBank Yello x Matt Moran Chiswick Garden Experience Competition' (**Promotion**) is conducted by Commonwealth Bank of Australia (**Promoter**) and runs from 9.00am (AEST) on 4th June 2024 to 5.00pm (AEST) on 17th June 2024 (**Promotion Period**) (see full terms and conditions here www.commbank.com.au/commbankyellomattmorancompetition). Open to individuals who reside in Australia, are eligible to participate in CommBank Yello program (see commbank.com.au/commbankyellotcs) (and have not become ineligible or opted out during the Promotion Period), meet the eligibility criteria for either the 'Homeowner' or 'Everyday Plus' benefit set out in the CommBank Yello Terms and Conditions, have downloaded or logged into CommBank App during the Promotion Period and are not involved in the Promotion or management of the Promoter. Entry through the CommBank App during Promotion Period. Max 1 entry and 1 prize per person. First six eligible entries randomly drawn will each win the following prize for 2 people: return economy class flights from winner's nearest airport to Sydney (leaving 7th July and returning 9th July 2024); 2 nights' accommodation at Intercontinental Sydney in shared room with breakfast; private 2 hour experience with Matt Moran at Chiswick restaurant followed by 4 course meal and wine pairing; return transfers between airport and hotel and hotel and restaurant. Total prize value: AUD\$84,654.00. Random electronic prize draw conducted at 3.00pm (AEST) on 18th June 2024 at The Foundry, 1 Locomotive Street, South Eveleigh NSW 2015. Winners notified by email, and each winner's first initial, last name and postcode will be published on the Promoter's website, on 19th June 2024. Prizes which are unclaimed or which cannot be delivered to a winner by 5.00pm on 21st June 2024 will be forfeited and awarded to reserve winners. Permits: ACT Permit No TP24/00954; NSW Authority No. TP/03182 (NTP/09671); and SA Licence No. T24/742.

