

CommBank Yello x Travel Money Card: Olympic Games Paris 2024 Competition Terms and Conditions

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Terms and Conditions

- The Commonwealth Bank of Australia 'CommBank Yello x Travel Money Card: Olympic Games Paris 2024 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 12.00am (AEST) on 18 April 2024 and closes at 11:59PM (AEST) on 30 May 2024 (**Promotion Period**).
- 3. The Promotion is authorised under Australian Capital Territory Permit No. TP 24/00527, New South Wales Authority No. TP/03182 (NTP/09250) and South Australia Licence No. T24/424.
- 4. In these Terms and Conditions:
 - 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;
 - (e) are not persons who are (as determined by the Promoter):
 - (i) directly involved in the conduct or promotion of 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 and a confirmation button for the Eligible Entrant to enter the Promotion.
- 7. To enter the Promotion, the Eligible Entrant must, during the Promotion Period:
 - (a) verify that their email address (as shown on the Promotion information page) is correct and click on the confirmation button; and
 - (b) for customers who do not have a CommBank Travel Money Card order a CommBank Travel Money Card. To order a Travel Money Card you'll need to load at least AUD\$50 (or equivalent amount in foreign currency, calculated at the exchange rate presented during the ordering process); or
 - (c) for customers who have a CommBank Travel Money Card load onto your existing CommBank Travel Money Card at least AUD\$50 in one transaction (or equivalent amount in foreign currency, calculated at the exchange rate presented during the load process). Alternatively, open a new additional CommBank Travel Money Card in line with existing product eligibility rules and load onto your new CommBank Travel Money Card at least AUD\$50 in one transaction (or equivalent amount in foreign currency, calculated at the exchange rate presented during the load process).
- 8. Each Eligible Entrant is entitled to enter the Promotion once.
- 9. 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.
- 10. Each Eligible Entrant must be able to take the following components of the Prize within the period from 4th August 2024 to 10th August 2024 (**Travel Period**): flights to Paris referred to in clause 11(a); accommodation referred to in clause 11(b); tickets to events referred to in clause 11(c); items referred to in clauses 11(d) and 11(e).

Prize details

- 11. The prize that will be awarded to the Winner (determined in accordance with clause 20) will comprise the following:
 - (a) Economy return flights for 2 people to Paris from Sydney or Melbourne (to be selected by the Promoter, subject to availability, within the Travel Period), plus connecting domestic return flights for 2 people to Sydney or Melbourne from the Australian airport closest to the Winner's residence in Australia (to the value of AUD\$10,000);
 - (b) 4 nights (5th, 6th, 7th and 8th August 2024) hotel accommodation (for 2 people in a shared room) at a selected Four Star hotel in Paris with daily breakfasts and light snacks included and access for 2 people to the Visa Everywhere Lounge at the selected hotel accommodation (to the value of AUD\$4,000);



- (c) Tickets for 2 people to 3 x pre-selected events at the Olympic Games Paris 2024 (to the value of AUD\$6,400);
- (d) Airport/train station transfers for 2 people in Paris (via motorcoach); plus two Paris Metro Cards for transport to/from Olympic events (total value of AUD\$500);
- (e) Two Paris Tourist Passes (eg. Hop on, Hop off) (total value of AUD\$300);
- (f) One Visa Prepaid Card (value of AUD\$622);
- (g) Two Flight Centre Gift Cards to the value of AUD\$3,000 each to extend this trip or for another trip (valid for 3 years from the date of issue and subject to Flight Centre's Terms of Use at Flight Centre Travel Group Gift Cards – Terms of Use | Flight Centre);
- (h) AUD\$4,000 loaded onto the Winner's Travel Money Card,

(together, the **Prize**).

- 12. The total value of the Prize is AUD\$31,822
- 13. The Prize is being supplied by Visa Worldwide Pte. Limited (**VISA**) which will also manage and deliver the Prize, liaise with the Winner and will be the main point of contact for the Winner.
- 14. The Winner must be 18 years or older and the Winner's travel companion must be 16 years or older in order to participate in the Prize.
- 15. Travel insurance is not included in the Prize and this will be the responsibility and cost of the Winner and the Winner's travel companion. The Promoter recommends the purchase of travel insurance and has provided the component of the Prize referred to clause 11(h) to allow the Winner to purchase travel insurance, at the Winner's discretion.
- 16. The Winner agrees to:
 - (a) the Promoter using the Winner'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 Winner's name, email address and phone number with VISA for the purpose of distributing the Prize;
 - (d) 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 including those imposed by VISA, CommBank Travel Money Card and Flight Centre;
 - (e) the Promoter and VISA using the Winner's name, likeness, image and/or voice (including photographs, films and/or recordings of the same) in any media for the purpose of promoting the Promotion (including any outcome), and promoting any products of the Promoter or VISA; and
 - (f) on request by the Promoter, provide photographs of the Winner, and one or more brief summaries of their experiences, at the Olympic Games Paris 2024 for the Promoter and



VISA to use in any media for the purpose of promoting the outcome of the Promotion and promoting any products of the Promoter or VISA.

- 17. The Prize may not be transferred, exchanged or redeemed for cash by the Winner.
- 18. If the Prize, or any element of the Prize, is unavailable or the Winner and their travel companion are unable to participate in scheduled activities, the Promoter and/or VISA 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.
- 19. Neither the Promoter nor VISA accept 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 VISA.

Determining the Winner

- 20. The random electronic prize draw will take place at 11am (AEST) on 3 June 2024 at The Foundry, 1 Locomotive Street, South Eveleigh NSW 2015 (**Draw**). The first eligible entry drawn, as determined by the Promoter, will be awarded the Prize (**Winner**).
- 21. At the time of the Draw, the Promoter will randomly draw a further 10 additional eligible entries for the Prize to be reserve winners if the Prize is unclaimed or cannot be delivered to or accepted by the Winner (**Reserve Winners**).

Announcing and notifying the Winner

- 22. The Promoter will notify the Winner by email to the Winner's email address (as verified at the time of entry to the Promotion) on 4 June 2024.
- 23. The Promoter will publish the Winner's first initial, last name and postcode on the Promoter's website at commbank.com.au/commbankyelloprizewinners by 5pm (AEST) on 4 June 2024.
- 24. If the Prize is unclaimed by, or cannot be delivered to, or is not accepted by the Winner (e.g. due to an invalid entry, invalid email address or inability to travel to Paris within the Travel Period) by 1pm (AEST) on 10 June 2024:
 - (a) the Winner will be taken to have forfeited the Prize and the Promoter will award the Prize instead to the Reserve Winner to have been next drawn; and
 - (b) the Promoter will notify that Reserve Winner by email within one day of the Prize being awarded to them, and on the same day, will publish their first initial, last name and postcode in the manner described in clause 23.
- 25. If the Prize is unclaimed by, or cannot be delivered to, or is not accepted by a Reserve Winner, the process set out in clause 24 shall be applied again, and so on until the Prize has been successfully claimed by, delivered to and accepted by a Reserve Winner.

Distributing the Prize

26. Upon notification to the Winner (or Reserve Winner, if applicable) and confirmation of acceptance of the Prize following receiving the email notification described in clause 22 above (or clause



24(b) above, if applicable), the Winner (or Reserve Winner, if applicable) will be contacted by VISA to make arrangements regarding the taking of the Prize and organising the next steps.

Resolving disputes

- 27. 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.
- 28. 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

- 29. 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.
- 30. Any entry not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's discretion.
- 31. Beneficiaries of a Prize acknowledge that VISA and the Promoter accept no responsibility for any tax implications that may arise from the Prize or the Winner accepting and taking the Prize. See section 3 of the CommBank Yello Terms and Conditions for further details on tax implications.
- 32. 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.
- 33. 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 VISA 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.
- 34. The Prize is valued in Australian dollars unless expressly stated to the contrary.
- 35. All Prize amounts in these Terms and Conditions are inclusive of the Australian goods and services tax (GST) unless expressly stated to the contrary.
- 36. Unless otherwise stated, any travel component of the Prize does not include travel documents, passports, visas, insurance, vaccinations, meals, taxes not included in the price of any tickets, transfers, accommodation, additional meals, incidentals, gratuities, telephone calls or any other costs of a personal nature. The Promoter is providing the component of the Prize referred to clause 11(h) to assist the Winner in covering such costs, for use at the Winner's discretion. The



Winner and the Winner's travel companion must be in possession of a valid passport for the duration of the trip and any other documentation required for travel to and entry to France. All costs and expenses not specifically mentioned as being included in the Prize are solely the Winner's responsibility. Compliance with any health, passport, visa or other government requirements is the responsibility of the Winner. Failure to comply with the requirements of this clause will deem the Winner's entry invalid and the Winner will forfeit the Prize. 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 Winner and the Winner's travel companion travel at their own risk.

- 37. The Prize is subject to availability at the time of booking. The Winner and the Winner's travel companion must travel together, at the same time and with the same itinerary, on all Prize travel. The Promoter is not responsible for any cancellation, delay or rescheduling of flights, and any costs incurred as a result (including, without limitation, additional accommodation costs and daily expenses) will be the sole responsibility of the Winner.
- 38. The flights may not be direct and not all routings may be available. The flight itinerary will be determined by the Promoter in its sole discretion.
- 39. Hotel providers providing accommodation as part of the Prize reserve the right to request the Winner's credit card at the time of check-in for the purpose of incidentals, and the Winner acknowledges that a valid credit card in the name of the Winner or their travel companion must be provided if requested.
- 40. If the Winner's travel companion is under the age of 18, that person must obtain prior written parental or guardian permission to travel and such written permission must be provided to the Promoter. Any traveller under the age of 18 must be accompanied by the Winner at all times on all tours and experiences and at events.
- 41. 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**).
- 42. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related entities (including its 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 and Conditions; (e) any tax liability incurred by a beneficiary of a Prize (including an Eligible Entrant and the Winner or Reserve Winner); (f) use/taking of the Prize; and (g) the Competition.



- 43. 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.
- 44. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 45. The Promoter will use and handle each 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.
- 46. The Winner and the Winner's travel companion are solely responsible, at their own cost, for staying up-to-date and complying with current COVID-19 requirements.
- 47. 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.
- 48. 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 Travel Money Card: Olympic Games Paris 2024 Competition

Abridged Terms and Conditions

'CommBank Yello x Travel Money Card: Olympic Games Paris 2024 Competition' (**Promotion**) is conducted by Commonwealth Bank of Australia (**Promoter**) and runs from 18/04/2024 to 30/05/2024 (**Promotion Period**) (see full terms and conditions here

www.commbank.com.au/commbankyellovisapromotion). Open to individuals who 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 and/or logged into CommBank app during the promotion period, loaded at least AUD\$50 (or foreign currency equivalent) in one transaction onto a new CommBank Travel Money Card or an existing CommBank Travel Money Card during the Promotion Period, and are not directly 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 eligible entry randomly drawn will win a return trip to Paris, France for 2 people including 4 nights' accommodation, transfers and 2 tickets for 3 events at the Olympic Games Paris 2024 (events between 4th - 10th August 2024). Winners will also receive AUD\$6000 Flight Centre vouchers and AUD\$4,000 loaded onto their CommBank Travel Money Card. Total prize value: AUD\$31,822. Random electronic prize draw conducted at 11AM (AEST) on 03/06/2024 at The Foundry, 1 Locomotive Street, South Eveleigh NSW 2015. Winners notified by email, and the winner's first initial, last name and postcode will be published on the Promoter's website, on 04/06/2024. Prizes which are unclaimed or which cannot be delivered to or accepted by a winner by 10/06/2024 will be forfeited and awarded to a reserve winner. Permits: ACT Permit No. TP 24/00527; NSW Authority No. TP/03182 (NTP/09250); and SA Licence No. T24/424.

