

# CommBank QR Cardless Travel Booking Competition: Terms and Conditions

### **CommBank QR Cardless Travel Booking competition**

### **Terms and Conditions**

- The Commonwealth Bank of Australia 'CommBank QR Cardless Travel Booking 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 22 21) (Promoter).
- 2. The Promotion commences at 12:01am (AEDT) on 8 October 2024 and closes at 11:59PM (AEDT) on 31 January 2025 (**Promotion Period**).
- 3. The Promotion is authorised under Australian Capital Territory Permit No. TP 24/01879.2.
- 4. In these Terms and Conditions:
  - (a) "Travel Booking" refers to the online travel booking platform provided by Hopper, Inc., which is accessible via the CommBank app. "Travel Wallet" refers to a customer account set up in the Travel Booking website. "Travel Credits" refers to credits held in a customer's Travel Wallet which may be used to purchase travel and travel-related services through the Travel Booking website.
  - (b) the term "Eligible Account" means active Commonwealth Bank of Australia retail credit cards and debit cards, business credit and debit cards, Travel Money Cards and StepPay cards.
  - (c) the term "QR Cardless" means the CommBank QR Cardless function in the CommBank app which generates a QR Code to facilitate cardless transactions at compatible CommBank ATMs.

# **Eligibility**

- 5. Entry is open to any person who:
  - (a) is an Australian resident aged 18 years or older (**Retail Customer**) or an Australian business with an ABN (**Business Customer**); and
  - (b) holds an Eligible Account; and
  - (c) is not (as determined by the Promoter):
    - (i) an employee of the Promoter;
    - (ii) directly involved in the conduct or promotion of the Promotion; or
    - (iii) involved in the management of the Promoter,

### (Eligible Entrant).

6. If an Eligible Account is a joint account held in the names of two or more individuals, the joint account holders are deemed to be a single Eligible Entrant for the purpose of this Promotion as long as all the individuals meet the requirements set out in clause 5(c) and at least one of the individuals meets the Eligibility Requirements set out in clause 5(a). Details of individuals who do



- not meet the Eligibility Requirements in clause 5(a) will not be published or shared with third parties in connection with this Promotion.
- 7. To be eligible to win a Prize, the Eligible Entrant must continue to meet the Eligibility Requirements set out in clause 5 until the Winner or Reserve Winner in the Eligible Entrant's Prize category has been determined in accordance with these terms.

### How to enter

- 8. To enter, Eligible Entrants must, at any time during the Promotion Period, use QR Cardless in the CommBank app to make one of the following transactions at a compatible CommBank ATM:
  - (a) a cash or cheque deposit (other than a foreign cheque, in any currency) into any CommBank Account; or
  - (b) a cash withdrawal from any CommBank Account.
- Entry is automatic when the Eligible Entrant makes a transaction in accordance with clause 8.
   Each such transaction counts as a single entry (Entry). Eligible Entrants are permitted to make multiple Entries.
- 10. For the purpose of the Promotion:
  - (a) an Entry from a Retail Customer will be deemed a "Retail Entry"; and
  - (b) an Entry from a Business Customer will be deemed a "Business Entry".

## Prize details

- 11. Two prizes will be awarded to Winners of the Promotion as follows:
  - the first eligible entry randomly drawn from the Business Entries, as determined by the Promoter, will be awarded Travel Credits valued at \$2,500 AUD; and
  - (b) the first eligible entry drawn from the Retail Entries, as determined by the Promoter, will be awarded Travel Credits valued at \$2,500 AUD.

(each, a Prize).

- 12. The total value of all Prizes awarded in this Promotion is \$5,000 AUD.
- 13. The Prize will be delivered to the Winner's Travel Wallet within the Travel Booking website in accordance with clause 27 and may be used by the Winner to pay for travel and travel related services booked through the Travel Booking website. The Prize will be the default form of



- payment for any travel or travel related services booked through Travel Booking until redeemed in full.
- 14. A Prize may not be transferred, exchanged or redeemed for cash by the Winner. However, the Winner is entitled to redeem the Prize by making travel and other travel related bookings for another person or persons.
- 15. The Winner must use the Prize within 2 years of delivery to the Winner's Travel Wallet. Any part of the Prize not used within 2 years will be forfeited, except for existing travel or other travel related services booked and paid for by the Winner using the Prize.
- 16. The Winner's receipt and use of the Prize may be subject to Travel Booking's terms and conditions located at <a href="https://travelbooking.hopper.com/terms">https://travelbooking.hopper.com/terms</a>, including meeting eligibility and terms of use requirements for holding a Travel Wallet and using Travel Booking.
- 17. If the Winner ceases or is no longer eligible to hold an Eligible Account or a Travel Wallet, or access Travel Booking, any part of the Prize not used as at that date will be forfeited, except for any existing travel booked and paid for by the Winner using the Prize.

# **Determining the Winners**

- 18. The random electronic prize draw will take place at 11am (AEDT) on **28 February 2025** at The Foundry, 1 Locomotive Street, South Eveleigh NSW 2015 (**Draw**).
- 19. There will be two Draws, one to determine the Winner from the Business Entries category (Business Winner) and one to determine the Winner from the Retail Entries category (Retail Winner) (each a Winner).
- 20. At the time of the Draw, the Promoter will randomly draw a further 5 additional Business Entries and 5 additional Retail Entries to be reserve winners if the Prize is not claimed by, or cannot be delivered to, a Winner in accordance with these terms (**Reserve Winners**).
- 21. Eligible Entrants are only eligible to win one (1) Prize in total.

# **Announcing and notifying the Winners**

22. The Promoter will notify each of the Winners by email and telephone by 5pm (AEDT) on **7 March 2025** using the contact details associated with the Winner's Eligible Account and will publish the Winners' names (first initial and last name only for the Retail Winner), postcode and Prizes won on the Promoter's website available through the following link for a period of at least 28 days: <a href="https://www.commbank.com.au/qrcardless">www.commbank.com.au/qrcardless</a>, unless the Winner notifies the Promoter within 7 days of receiving notification that they do not wish their name to be published.



## Claiming the prize

- 23. The Winner must claim the Winner's Prize within 14 days of being notified by the Promoter, by confirming receipt of the Promoter's notification email by return email or by such other method specified in the notification email and completing the actions described in clause 26(e).
- 24. If the Prize is not claimed by the Winner or is unable to be delivered to the Winner in accordance with these terms, then one month after the date of the Draw:
  - (a) the Winner will be taken to have forfeited the Prize and the Promoter will award the Prize instead to the Reserve Winner who was next drawn in the relevant Prize category;
  - (b) the Promoter will notify the Reserve Winner by email and telephone within seven days of the Prize being awarded to them, and will publish their name and postcode in the manner described in clause 22, unless the Winner notifies the Promoter within 7 days that they do not wish their name to be published; and
  - (c) the Reserve Winner must claim the Prize and complete the actions in clause 26(e), in the manner described in clause 23, within 14 days of receiving the Promotor's email notification.
- 25. If a Reserve Winner does not claim the Prize within 14 days or the Prize cannot be delivered to the Reserve Winner, the process set out in clause 24 shall be applied again (the "date of the Draw" will be deemed to be the date on which the Prize is awarded to the previous Reserve Winner), and so on until the Prize has been claimed. References in these terms to "Winner" include any Reserve Winner who claims the Prize in accordance with these terms.
- 26. As a condition of claiming and receiving the Prize, the Winner must:
  - (a) accept these terms;
  - (b) consent to the publication of their details in accordance with these terms;
  - (c) consent to the Promoter sharing the Winner's name, email address and phone number with Hopper, Inc. for the purpose of distributing the Prize to the Winner;
  - (d) consent to being contacted for purposes directly related to the Promotion, including via the Travel Booking website; and
  - (e) prior to claiming the Prize, set up a Travel Wallet and access to Travel Booking via the CommBank app (including completing any customer authentication process required), and log into Travel Booking via the CommBank App.
- 27. The Prize will be delivered to the Winner's Travel Wallet within seven days of the Winner claiming the Prize and completing the actions required under clause 26(e).

# Resolving disputes

- 28. 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.
- 29. 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

- 30. 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.
- 31. Should they be a Winner, Eligible Entrants consent to publication and provision of their details in accordance with these Terms and Conditions.
- 32. The Promoter will notify Winners using the email and telephone contact details associated with the relevant Eligible Account. The Promoter takes no responsibility for a Winner not claiming or being able to receive a Prize due to incorrect contact details.
- 33. Any entry not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's discretion.
- 34. The Promoter's decision is final in relation to all aspects of this Promotion and no correspondence will be entered into.
- 35. Beneficiaries of a Prize accept the Prize "as is" and acknowledge that the Promoter and Hopper accept no responsibility for any tax implications that may arise from the Prize or the Winner accepting and taking the Prize. Beneficiaries of the Prize should seek advice from the Australian Tax Office or their own taxation advisor or independent financial advisor.
- 36. 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.
- 37. 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 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.
- The Prize is valued in Australian dollars unless expressly stated to the contrary.
- 39. All Prize amounts in these Terms and Conditions are inclusive of the Australian goods and services tax (GST) unless expressly stated to the contrary.
- 40. 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**).

- 41. 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 Promotion.
- 42. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 43. The Promoter will use and handle each entrant's personal information as set out in its Privacy Policy which can be viewed at <a href="https://www.commbank.com.au">www.commbank.com.au</a> or obtained from a branch. 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.
- 44. 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.
- 45. 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 QR Cardless Travel Competition**

# **Abridged Terms and Conditions**

'CommBank QR Cardless Travel Booking Competition' (Promotion) is conducted by Commonwealth Bank of Australia (Promoter) and runs from 12:01am 08/10/2024 to 11.59pm 31/01/2025 (Promotion Period) (see full terms and conditions here www.commbank.com.au/qrcardless). Open to Australian residents 18 years or older (Retail) and Australian businesses (Business) who have current eligible and active Commonwealth Bank credit or debit card, Travel Money Card or StepPay account and meet the eligibility criteria of the CommBank QR Cardless Travel Booking competition Terms and Conditions. Entry through the use of QR Cardless via the CommBank app to make a deposit or withdrawal at a CommBank ATM during Promotion Period. Unlimited entries. First eligible Business Entry and first eligible Retail Entry randomly drawn will each win a \$2500 Travel Credit, delivered to Winner's Travel Wallet within the Travel Booking. Travel Booking hosted by third party (Hopper) and is accessible via CommBank app. Winners must have Travel Wallet and access to Travel Booking via the CommBank app to claim, receive and use Prize. It is only accessible from the CommBank app after the customer has been authenticated. Total prize value: AUD\$5,000. Random electronic prize draw conducted at 11AM (AEDT) on 28/02/2025 at The Foundry, 1 Locomotive Street, South Eveleigh NSW 2015. Winners will be notified by phone call and email. Winners' names (Retail Winner's first initial and last name only) and postcode will be published on the Promoter's website in accordance with the terms and conditions. Prizes which are unclaimed by 20/03/2025 or cannot be delivered to a Winner will be forfeited and awarded to a Reserve Winner. Permits: ACT Permit No. TP 24/01879.2

