



Commonwealth  
Bank

# CommBank Yello x Disney WISH Competition Terms and Conditions



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## CommBank Yello x Disney WISH Competition

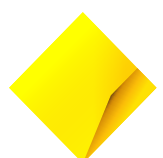
### Terms and Conditions

1. The Commonwealth Bank of Australia 'CommBank Yello x Disney WISH 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 9am (AEST/AEDT) on 20 December 2023 and closes at 5PM (AEST/AEDT) on 15 January 2024 (**Promotion Period**).
3. The Promotion is authorised under Australian Capital Territory Permit No. TP23/02615.1, New South Wales Authority No. TP/03182 (NTP/08564) and South Australia Licence No. T23/2015.
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](https://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) 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);
  - (b) 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;
  - (c) have downloaded and/or logged into the CommBank app on their smart phone or other electronic device during the Promotion Period; and
  - (d) are not persons who are (as determined by the Promoter):
    - (i) an employee, director, officer, supplier or contractor of the Promoter;
    - (ii) an immediate family member (spouse, parent, sibling or child) of an employee, director, officer, supplier or contractor of the Promoter.
    - (iii) directly involved in the Promotion; or
    - (iv) involved in the management of the Promoter,

**(Eligible Entrants).**

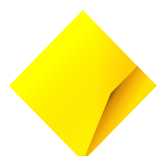


## How to enter

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](http://www.commbank.com.au/privacy) (**Privacy Policy**); and
  - (b) these Terms and Conditions.

## Prize details

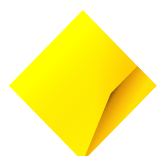
9. The prize that will be awarded to the Winner (determined in accordance with clause 16) will comprise the following for a family of 4 (being 2 adults and 2 children under the age of 16 years):
  - (a) Return flights from any Australian international airport in Sydney, Brisbane, Melbourne, Perth, Adelaide, Canberra, Darwin or Hobart, arriving in San Jose Mineta International Airport (California, United States of America) and returning from Los Angeles International Airport (California, United States of America), (inclusive of all applicable airport taxes, fees, and duties).
  - (b) A rental car for 12 days, incl. GPS hire and \$350 gas/fuel allowance (to be picked up from San Jose Mineta International Airport and dropped off at Los Angeles International Airport).
  - (c) Accommodation to be selected by the Promoter based on one quadruple occupancy room for two adults and two children under the age of 16 years, including:
    - (i) 2 nights' accommodation in a 4-Star hotel in San Jose, including daily breakfast;
    - (ii) 3 nights' accommodation in a canvas tent with an outdoor firepit, at a glamping site near the Yosemite National Park;
    - (iii) 2 nights' accommodation in a 4-Star hotel in Carmel-by-the-Sea, including daily continental breakfast;
    - (iv) 2 night's accommodation in a 4-Star hotel in San Simeon, including daily continental breakfast;
    - (v) 2 nights' accommodation in a 4-Star hotel in Los Angeles, including daily continental breakfast.
  - (d) An evening tour at the Lick Observatory in San Jose: (4-6 hours) including tour guide and walking tour of observatory. Minimum age for this tour is 12 years old. Those with children under 12 will be provided with a 2-hour private guided day-time tour of the observatory. Tours are only available on certain dates between May and September.



- (e) Private guitar lesson in San Jose: (1 hour) Includes private instructor and all equipment.
- (f) Private painting workshop in Carmel-by-the-Sea: (1 hour) Includes instructor, all equipment and artwork to take home.
- (g) Macaron baking class in Carmel-by-the-Sea: (1.5 hours) Includes instructor, all equipment and macarons to take home.
- (h) Audio-guided walking tour of fairy tale houses in Carmel-by-the-Sea: (40 minutes) Includes audio guide and map on an app.
- (i) Private tour of Hearst Castle and surrounding estate on the California coast: (4 hours) Includes private guided tour.
- (j) Dinner with sea views: Provided to the value of \$75 USD per person, including gratuity.
- (k) \$1000 USD Allowance towards activities at the Glamping Site (winner will be provided with a list of available activities, some of which may be subject to age, height and weight restrictions) upon arrival.
- (l) 1-Day Park Hopper tickets to Disneyland in Anaheim, California.
- (m) \$10,000 AUD in spending money.
- (n) Travel Insurance allowance: Cash allowance will be provided to the value of \$75 USD per adult as a contribution to the cost of the Winner taking out travel insurance for the Winner and the Winner's travel companions. Travel insurance is not included in the Prize.

(together, the **Prize**).

10. The Prize is being supplied by Element London Limited (**Element London**) which will also manage and deliver the Prize, liaise with the Winner (including translation of winner correspondence and travel documents where required) and will be the main point of contact for the Winner.
11. The total value of the Prize is \$50,950.
12. The Prize must be used and fully completed within 12 months from the date the Winner is notified in accordance with clause 20 and is not valid for use over Christmas, New Year or Public Holidays in either Australia or California, United States of America without prior approval from Element.
13. 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 and email address with Disney and Element London for the purpose of distributing the Prize;
  - (d) the Promoter and Disney using the Winner'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 or Disney; and

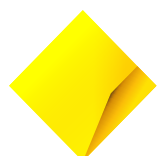
- (e) comply with any terms or conditions applicable to any element of the Prize imposed by the supplier or operator of each such element of the Prize and those imposed by Disney.
14. The Prize may not be transferred, exchanged or redeemed for cash or other goods or services.
  15. If the Prize, or any element of the Prize, is unavailable or the Winner and their travel companions are unable to participate in scheduled activities, the Promoter and/or Element 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.
  16. Neither the Promoter nor Disney 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 Disney.

### **Determining the Winner**

17. The random electronic prize draw will take place at 11am (AEST/AEDT) on 16 January 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**).
18. 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**).
19. Each Eligible Entrant is only eligible to receive one Prize.

### **Announcing and notifying the Winners**

20. 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 17 January 2024.
21. The Promoter will publish the Winner's first initial, last name and postcode on the Promoter's website at [commbank.com.au/commbankyellowprizewinners](http://commbank.com.au/commbankyellowprizewinners) by 5pm (AEST/AEDT) on 17 January 2024.
22. The Winner must provide the Promoter with three preferred travel departure dates in three separate months, no later than six weeks prior to the first preferred travel departure date and all reasonable efforts will be made to accommodate the Winner's preferred travel dates. If they cannot be accommodated, then Element will discuss with the Winner options for alternative dates. Any 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 1pm (AEST/AEDT) on 17 April 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 will publish their first initial, last name and postcode in the manner described in clause 20.



23. If a Reserve Winner is not contactable, the process set out in clause 21 shall be applied again, and so on until the Prize has been successfully claimed, delivered to and accepted by a Reserve Winner.

### **Distributing the Prize**

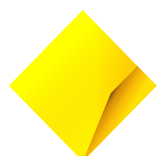
24. Upon notification to the Winner (or Reserve Winner, if applicable) and confirmation of acceptance of the Prize following receiving the email notification described in clause 19 above, the Winner (or Reserve Winner, if applicable) will be contacted by Element London to make arrangements regarding the taking of the Prize and organising the next steps.

### **Resolving disputes**

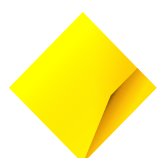
25. Complaints regarding the Promotion may be submitted by:
- (a) completing the online complaints form available at [www.commbank.com.au/contactus](http://www.commbank.com.au/contactus);
  - (b) calling 13 22 21; or
  - (c) visiting any Commonwealth Bank branch.
26. If there is a dispute concerning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

### **General**

27. 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.
28. Any entry not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's discretion.
29. Beneficiaries of a Prize acknowledge that Disney 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.
30. 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.
31. 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 Element may, subject



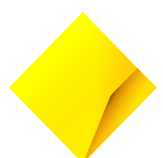
- to the approval of all relevant regulatory authorities, take any action that may be available including cancelling, terminating, modifying or suspending the Promotion.
32. The Prize is valued in Australian dollars unless expressly stated to the contrary.
  33. All Prize amounts in these Terms and Conditions are inclusive of the Australian goods and services tax (GST) unless expressly stated to the contrary.
  34. 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 Winner and all travel companions must be in possession of a valid passport for the duration of the trip and any other documentation, including international driver's license, required for travel to and entry to the United States of America. 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 companions travel at their own risk.
  35. The Prize is subject to availability at the time of booking. The Winner and the Winner's travel companions 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.
  36. 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.
  37. Hotel providers chosen by Element London in accordance with the Accommodation element of the Prize reserve the right 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 one of their travel companions must be provided if requested.
  38. At least one traveller, being either the Winner or one of the Winner's travel companion/s, must be over the age of 21 years. Any travellers under the age of 18 must obtain prior written parental or guardian permission to travel and such written permission must be provided to Element London. Any travellers under the age of 18 must be accompanied by a supervising adult at all times on all tours and experiences.
  39. The driver of the rental car provided in accordance with clause 9(b) must be aged 21 years or over and hold a full unrestricted driver's licence that has been held for over one year. Any drivers aged 25 or under, or with less than three years' driving experience, may need to pay a supplementary cost for car rental. Non-EU, Australian or New Zealand licence holders may require an international driver's license or other paperwork. A credit card (not a debit card) in the name of the driver with available funds (the amount of which will be advised upon booking) will be required by the car rental company in order for the driver to collect the car. All costs associated





with fuel, authorizing one or more additional drivers, and any additional equipment such as baby seats are excluded from the Prize and must be paid for by the Winner.

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.
41. 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.
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 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.
44. Nothing in these Terms and Conditions permits any person to use the Disney name, brand, intellectual property, characters or reputation in conjunction with the Prize or any prize promotions whatsoever.
45. Disney is not responsible, and does not endorse or sponsor, the Promotion or the Prize. Disney, as well as its parent, related, affiliated and subsidiary entities and their respective officers, directors, agents, employees and assigns shall be released and discharged from any and all legal claims, losses, injuries, illnesses, demands, damages, actions, and/or causes of actions that arise out of and/or are in any way related to the Prize, the receipt, use and/or enjoyment of the Prize, or Prize-related activity including, without limitation, the Promotion.
46. The Winner and the Winner's travel companions 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 Disney WISH Competition

### Abridged Terms and Conditions

'CommBank Yello x Disney WISH Competition' (**Promotion**) is conducted by Commonwealth Bank of Australia (**Promoter**) and runs from 20/12/2023 to 15/01/2024 (see full terms and conditions here [www.commbank.com.au/commbankyellodisneywish](http://www.commbank.com.au/commbankyellodisneywish)). Open to individuals who are eligible to participate in CommBank Yello program (see [commbank.com.au/commbankyellotcs](http://commbank.com.au/commbankyellotcs)) (and have not opted out during the promotion period), meet either the 'Homeowner' or 'Everyday Plus' customer benefit sets under CommBank Yello, have logged into CommBank app 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 California for 2 adults and 2 children including accommodation for 11 nights, car hire, AUD\$10,000 spending money, tickets to Disneyland and more. Total prize value: \$50,950. Random electronic prize draw conducted at 11AM (AEST/AEST) on 16/01/2024 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 17/01/2024. Prizes which are unclaimed or which cannot be delivered to a winner by 17/04/2024 will be forfeited and awarded to reserve winners. Permits: ACT Permit No. TP23/02615.1; NSW Authority No. TP/03182 (NTP/08564); and SA Licence No. T23/2015.

