



Commonwealth
Bank

CommBank Yello x SXSW Sydney 2024 Competition Terms and Conditions



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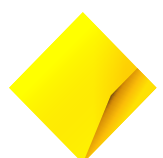
CommBank Yello x SXSX Sydney 2024 Competition

Terms and Conditions

1. The Commonwealth Bank of Australia 'CommBank Yello x SXSX 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 3pm (AEST) on 19th September 2024 and closes at 3PM (AEST) on 3rd October 2024 (**Promotion Period**).
3. The Promotion is authorised under New South Wales Authority No. TP/03182 (NTP/10995).
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;
 - (b) the terms "**Homeowner**" and "**Everyday Plus**" have the meanings set out in the CommBank Yello Terms and Conditions;
 - (c) the term "**SXSX Sydney 2024**" refers to the event hosted by SXSX Sydney Pty Ltd (**SXSX Sydney**) from 14 October 2024 to 20 October 2024;
 - (d) the term "**Music Badge**" refers to a ticket providing access to the Music Badge Program for SXSX Sydney 2024; and
 - (e) the term "**Music Badge Program**" refers to the program accessible to Music Badge holders at SXSX Sydney 2024, which includes: Primary access to the Music Festival, access to the Conference and the Tech & Innovation Expo, Secondary Access to Games & Screen Festival and Industry Curated Networking and Daily Meet-ups.

Eligibility

5. Entry is open to individuals who:
 - (a) reside in New South Wales, Australia only;
 - (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) an employee, director, officer, supplier or contractor of the Promoter;
- (ii) directly involved in the Promotion; or
- (iii) involved in the management of the Promoter.

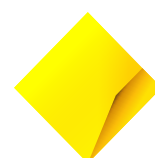
(Eligible Entrants).

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. The prize that will be awarded to the Winners (determined in accordance with clause 16) will comprise the following: 2 x Music Badges for SXSW Sydney 2024 (valued at up to \$1,295 per ticket) (together, one **Prize**).
10. There will be 12 Prizes, with one Prize awarded to each Winner.
11. The total value of all Prizes in the Promotion is \$31,080.
12. 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 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 the Promoter's CommBank Yello Program and associated products and services;
 - (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 and those imposed by SXSW Sydney, including SXSW Sydney's terms and conditions for entry located at <https://www.sxswsydney.com/participation-credential-terms>; and



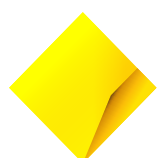
- (e) on request by the Promoter, provide photographs of the Winner, and one or more brief summaries of their experiences, at SXSW Sydney 2024 for the Promoter to use in any media for the purpose of promoting the outcome of the Promotion and promoting the Promoter's CommBank Yello Program and associated products and services.
- 13. The Prize may not be transferred, exchanged or redeemed for cash or other goods or services.
- 14. If the Prize, or any element of the Prize, is unavailable or the Winner and their companions 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.
- 15. Neither the Promoter nor SXSW Sydney 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 SXSW Sydney.

Determining the Winners

- 16. The random electronic prize draw will take place at 11am (AEST) on 4th October 2024 at The Foundry, 1 Locomotive Street, South Eveleigh NSW 2015 (**Draw**). The first 12 eligible entries drawn, as determined by the Promoter, will be awarded the Prize (each, a **Winner**).
- 17. At the time of the Draw, the Promoter will randomly draw a further 12 additional eligible entries for the Prizes to be reserve winners if any Prize is unclaimed or cannot be delivered to or accepted by any of the Winners (**Reserve Winners**).
- 18. Each Eligible Entrant is only eligible to receive one Prize.

Announcing and notifying the Winners

- 19. The Promoter will notify the Winners by email to each Winner's email address (as verified at the time of entry to the Promotion) on 4th October 2024. To claim their Prize, Winners must reply to the notification email confirming that they accept the Prize.
- 20. The Promoter will publish each Winner's first initial, last name and postcode on the Promoter's website at commbank.com.au/commbankyelloprizewinners by 5pm (AEST) on 4th October 2024.
- 21. If a Prize is not claimed by a Winner or cannot be delivered to or accepted by a Winner (e.g. due to an invalid entry or the Winner no longer being able to attend SXSW Sydney 2024) by 5pm (AEDT) on 8th October 2024:
 - (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 out of the Reserve Winners; 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.



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

Distributing the Prize

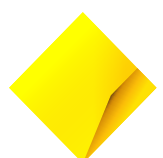
23. Upon notification to each Winner (or Reserve Winner, if applicable) and confirmation of acceptance of the Prize by return email following receiving the email notification described in clause 19 above, each Winner (or Reserve Winner, if applicable) will be provided, via email, with a unique code and redemption steps in order to receive their Prize.

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.

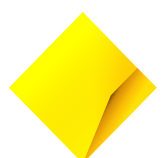
General

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. Should they be determined a Winner or Reserve Winner in accordance with clause 16 or 17 above, Eligible Entrants consent to publication of their details in accordance with these terms.
28. The Promoter will notify each Winner using the email address provided by the Winner when entering the Promotion. The Promoter takes no responsibility for a Winner not claiming or being unable to receive a Prize due to incorrect contact details.
29. Any entry not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's discretion.
30. Beneficiaries of a Prize acknowledge that the Promoter accepts 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.
31. The Promoter reserves the right, at any time, in its sole discretion, 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 Eligible 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.
32. If for any reason this Promotion is not capable of running as planned (including, but not limited to, any legal reasons which prevent the Promoter from running the Promotion or any part of the



Promotion, 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 SXSWSydney may, subject to the approval of the NSW regulatory authority (if required), take any action that may be available including cancelling, terminating, modifying or suspending the Promotion.

33. The Prize is valued in Australian dollars unless expressly stated to the contrary.
34. All Prize amounts in these Terms and Conditions are inclusive of the Australian goods and services tax (GST) unless expressly stated to the contrary.
35. All attendees to the Music Badge Program must be over the age of 18.
36. 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**).
37. 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; (e) any tax liability incurred by a beneficiary of a Prize (including an Eligible Entrant and/or Winner); (f) use/taking of the Prize (g) the Promotion.
38. 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.
39. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
40. 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.
41. The Promotion and these Terms and Conditions 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.
42. 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 SXSW 2024 Competition

Abridged Terms and Conditions

'CommBank Yello x SXSW Sydney Competition' (**Promotion**) is conducted by Commonwealth Bank of Australia (**Promoter**) and runs from 3PM (AEST) 19/09/2024 to 3PM (AEST) 3/10/2024 (see full terms and conditions here www.commbank.com.au/commbankyelloxsxswsydneycompetition). Open to individuals who are eligible to participate in CommBank Yello program (see 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, have opted in by confirming they wish to enter the promotion and confirm their contact details, and are not an employee, director, officer, supplier or contractor of the Promoter or directly involved in the Promotion or management of the Promoter. Entry through the CommBank App during the promotion period. Max 1 entry and 1 prize per person. First 12 eligible entries randomly drawn will each win 2 Music Badges for SXSW Sydney 2024. Total prize value: \$31,080. Random electronic prize draw conducted at 11AM (AEST) on 4/10/2024 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 commbank.com.au/commbankyelloprizewinners. Prizes which are unclaimed or which cannot be delivered to a Winner by 5PM (AEDT) on 8/10/2024 will be forfeited and awarded to Reserve Winners. Permit: NSW Authority No. TP/03182 (NTP/10995).

