

## **miVoice Win with Bendigo Bank– December 2017/January 2018 Blanket Promotion Terms & Conditions ("Conditions of Entry")**

1. Promotion: Win with Bendigo Bank - **December 2017/January 2018 Blanket Promotion** (the "Promotion").
2. Promoter: Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL / Australian Credit Licence 237879 at 22-44 Bath Lane, Bendigo, VIC 3552, <http://www.bendigobank.com.au>, 1300 236 344.
3. The Promotion commences on **1 December 2017** at 9:00 AM and ends on **18 January 2018** at 5:00 PM ("Promotional Period"). Entries must be received during the Promotional Period. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. All times listed throughout are as applicable in NSW, Australia.
4. The entrant agrees and acknowledges that they have read these Conditions of Entry and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry.
5. Entry is only open to miVoice members who are Australian residents aged 16 years of age or older and receive an invitation to complete a miVoice survey applicable to this Promotion ("miVoice Survey") during the Promotional Period. More than one (1) miVoice Survey may be sent to a miVoice member during the Promotional Period. Employees of the Promoter, its retailers, distributors, suppliers and associated companies and agencies are not eligible to enter. Valid and eligible entries will only be accepted if received during the Promotional Period.
6. To enter the Promotion eligible entrants must complete any of the following entry mechanics during the Promotional Period:
  - A. Survey Completion: visit the link to the miVoice Survey via the email they received and fully complete and submit the survey. If two (2) or more different miVoice Surveys are sent to a miVoice member during the Promotional Period, they will earn one (1) entry for each of these surveys validly completed. For the removal of doubt, each specific survey may only be completed once and only one (1) entry may be earned per entrant for valid completion of a survey. If for example two (2) different miVoice Surveys are sent to a miVoice member during the Promotional Period and they validly complete both, the entrant will receive one (1) entry into the draw for each of those surveys completed (for a total of two (2) entries).
  - B. Post on miVoice Forum: Post on the miVoice Forum anytime during the Promotional Period. Limit one (1) entry permitted per entrant who posts on the miVoice Forum, regardless of the number of posts in excess of one (1) posted during the Promotional Period. Any inappropriate posts on the miVoice Forum (as determined by the Promoter), may result in removal of the post by the Promoter and/or forfeiture of their right to an entry for that respective post.
7. The draw will take place at Plexus, Level 2, 35 Little Bourke Street, Melbourne Victoria 3000 at **10am** on **22 January 2018**. The draw conductor may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
8. The first valid entry drawn in the draw will win \$500.00, the second \$250.00 and the third \$250.00, payable to an account the winner holds with one of the brands listed on the miVoice website. If the winner does not already have an account with one of the listed brands they will need to open an account as a condition of receipt of the prize.

9. The winners will be notified by email within two (2) business days of the draw. miVoice members will be notified of prize winners via the miVoice newsletter. The winners will also be published at [www.miVoice.com.au](http://www.miVoice.com.au) by **2 February 2018**. All reasonable attempts will be made to contact the winners.
10. A draw for the prize/s, if unclaimed, may take place on **23 April 2018** at the same time and place as the original draw, subject to any directions from a regulatory authority. The winners will be notified by email within two (2) business days of the draw and their name will be published at [www.miVoice.com.au](http://www.miVoice.com.au) by **4 May 2018**.
11. Total prize pool value is up to \$1,000.00.
12. As a condition of entering this Promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include miVoice Survey answers) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
13. Prize is not transferable, substitutable or exchangeable for another prize of equal or like value. If a winner chooses not to take their prize (or is unable to), they forfeit the prize and the Promoter is not obliged to substitute the prize.
14. The winners will be determined by draw. The winning entrant does not need to be present at the draw to claim a prize. The winners of the drawn prizes is determined by chance. Skill plays no part in determining the winners. The winners must provide their mailing address so that the prize can be issued accordingly.
15. If required and subject to any direction under relevant state legislation, if the winner cannot be contacted, is unavailable to collect or accept the prize, and the prize remains unallocated or unclaimed they may be deemed ineligible to win and forfeit any entitlement to the prize (as determined by the Promoter in its sole and absolute discretion). The original draw winner has three (3) months from the original draw date to claim their prize before they forfeit their right to the prize.
16. No entry fee is charged by the Promoter to enter the Promotion.
17. Prizes will be awarded to the named registered miVoice member and any entry that is made on behalf of an entrant or by a third party will be invalid.
18. Full terms and conditions for the Promotion can be obtained online at [www.mivoice.com.au](http://www.mivoice.com.au)
19. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy is located at [www.bendigobank.com.au/public/privacy-policy](http://www.bendigobank.com.au/public/privacy-policy). The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrant's personal information to its contractors and agents to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. The Promoter may also, for an indefinite period, unless otherwise advised, use the entrants' personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entry is conditional on providing this personal information. The Promoter's privacy policy also contains information about how entrants may opt out, access, update or correct their personal information held by the Promoter, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will disclose

entrant's personal information to any entity outside of Australia, see the Promoter's Privacy Policy for details including list of countries to whom personal information may be disclosed.

20. For the purposes of public statements and advertisements, the Promoter will only publish the winner's first name, surname initial and state.
21. If the prize(s) is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize(s) at the time they are issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
22. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
23. Subject to State Regulation, if for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries.
24. Any cost associated with accessing the miVoice Survey is the entrant's responsibility and is dependent on the Internet service provider used.
25. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrants' details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, illegible, indecipherable and incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
26. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
27. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
28. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.

29. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
30. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
31. As a condition of accepting the prize, the winner may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
32. Authorised under: NSW Permit No. LTPM/17/02586