Commonwealth Bank of Australia

Commonwealth Bank of Australia Personal Loan Promotion

Conditions of Entry

- Information on how to enter and prize details set out in all communications regarding Commonwealth Bank of Australia's Personal Loan Promotion (the "Promotion") form part of these Conditions of Entry. Any entry not complying with these Conditions of Entry is invalid. Entry into this Promotion and the acceptance or receipt of a prize by a winner or the parent(s) or guardian(s) of a winner is deemed as acceptance of these Conditions of Entry. If applicable, the winner's prize will be awarded to that winner's parent(s) or guardian(s) on the winner's behalf.
- 2. The Promoter is the Commonwealth Bank of Australia ABN 48 123 123 124 of Level 2, 11 Harbour Street, Sydney NSW 2000, telephone 13 2221 (the "Promoter").
- 3. The Promotion commences at 12.01am (AEDST) on 28/01/2013 and closes at 11.59pm (AEDST) on 24/02/2013 (the "Promotion Period").
- 4. Entry into the Promotion is open to individuals who satisfy the following eligibility requirements ("Eligibility Requirements"):
 - Individuals must be an Australian resident aged 18 years or over;
 - Individuals or any guarantors to a personal loan (where applicable) must not be an employee (or a member of immediate family) of the Promoter or the Promoter's related entities directly involved in the Promotion (as determined by the Promoter).
- 5. To receive an automatic entry, an applicant must satisfy the Eligibility Requirements and during the Promotion Period:
 - Apply, be approved and have their loan funded for any Commonwealth Bank of Australia personal loan at a minimum of five thousand dollars (\$5,000). Applications to restructure an existing personal loan of any value are excluded from this Promotion.
 - Individuals will be entered into the draw only in the week their loan is funded as per the table below. For example, an eligible personal loan application made and approved in the Promotion Period and funded on 30/01/2013, will be entered into Draw 1 on 06/02/2013.
- 6. Individuals will receive only one (1) automatic entry into the appropriate draw per funded loan. If an individual does not wish to be automatically entered into the promotion, they should contact the Promoter on the details outlined above.
- 7. There will be four (4) draws for this Promotion. Entries for each draw close at 11.59pm (AEDST) on the dates specified in the table below. All draws will take place at The Commonwealth Bank of Australia, Level 2, 11 Harbour Street, Sydney NSW 2000 on at 12.00pm (AEDST). Entries in each draw will not be entered into any subsequent draws. Winners will be notified in writing and by phone within two (2) business days of the draw and their names will be published

within one (1) week of the relevant draw and in The Australian on the dates set out in the table below

Draw	Entries close	Draw date	'The Australian'
			Publication date
1	03/02/2013	06/02/2013	13/02/2013
2	10/02/2013	13/02/2013	20/02/2013
3	17/02/2013	20/02/2013	27/02/2013
4	24/02/2013	27/02/2013	06/03/2013

- 8. The first (1) valid entry drawn in each draw will each win back the value of the Commonwealth Bank of Australia personal loan that was deemed eligible in order to enter the promotion for the amount of \$5,000.00. Any early repayment adjustments costs will be covered by the Promoter.
- 9. Total prize pool value is up to AUD\$20,000.00.
- 10. Prizes are not transferable or exchangeable and cannot be taken as cash unless stipulated otherwise. The winners accept the prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from the prize. The winners should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
- 11. The Promoter's decision is final and no correspondence will be entered into.
- 12. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Conditions of Entry or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 13. A draw for any unclaimed prizes may take place on 27/05/2013 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days from the draw date and their names will be published in The Australian on 3/06/ 2013.
- 14. 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 take any action that may be available including cancelling, terminating, modifying or suspending the Promotion subject to any directions of a regulatory authority.

The Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process.

- 15. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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 the Promotion.
- 16. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 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 Conditions of Entry (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
- 17. 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.
- 18. All entries become the sole property of the Promoter. The Promoter collects personal information so that it may process entries, administer this Promotion and contact entrants regarding information on products or services that may be of benefit or interest to them. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions. Entrants may access and correct their information by contacting the Privacy Officer, Customer Relations, Commonwealth Bank Group, Reply Paid 41, NSW 2001, by calling the Promoter on 13 2221 or by visiting any branch of the Promoter. Please refer to the Privacy Policy available at www.commbank.com.au or on request from any Commonwealth Bank branch.
- 19. These Conditions of Entry shall be governed by the laws of Australia and each entrant agrees to submit to the non-exclusive jurisdiction of Australia.

Authorised under NSW Permit No.LTPS/12/11256; ACT Permit No.TP 12/05179; VIC Permit No. 12/3441; SA Permit No. T12/2627