

Trade Promotion: Schedule to Conditions of Entry

Promotion Name	ST.GEORGE KICK START NOMINATION PROMOTION 2020	
Promotion type	Both internal (Westpac Group staff) and external	
Promotion style	Game of Chance	
Promoter	The promoter is Westpac Banking Corporation ABN 33 007 457 141, tel: 132 032 of 275 Kent Street, Sydney, NSW.	
Permit Numbers	NSW _____, ACT _____.	
Relevant States	All Australian States and Territories	
Entry Restrictions	Entry is open to all Australian residents aged 18 years or older (an "Entrant").	
Promotion Period	Opens	3 February 2020 at 9:00 am AEDT
	Closes:	23 March 2020 at 11:59 pm AEST
Entry Procedure	<p>In order to be considered an "Eligible Entrant", the nominators can enter the competition by encouraging an applicant to apply directly at https://www.stgeorge.com.au/business/kickstart. The applicant must note in the relevant space on the application form that they became aware of the Program from the nominator (Entrant).</p> <p>Once the St.George Kick Start Program applications are assessed and a short list of twelve applicants are selected to attend the St.George Kick Start Pitch at the TEDx Conference, all nominators of those shortlisted businesses will be entered into the Draw. Note – the applicants must note the nominators Entrant) in their application form for the Entry to be valid.</p>	
Automatic Entry Opt Out	Any person who submits an entry who would otherwise be an Eligible Entrant but who does not wish to enter the Promotion may advise the Promoter by email to kickstart@stgeorge.com.au and that Eligible Entrant will be deemed ineligible to enter Promotion.	
Maximum number of Entries	Multiple Entries permitted. Entrants may nominate more than one business but may only nominate any single business once.	
Draw Details	<p>14 October 2020 at 12:00 pm AEDT</p> <p>Location: Level 15, Tower Two International Towers, 200 Barangaroo Ave, Sydney NSW 2000</p> <p>Method: Electronic random draw.</p>	
Prize details	<p>There is one Prize.</p> <p>The Prize consists of</p> <ul style="list-style-type: none"> • Entry for one person to attend the St.George Kick Start TEDxSydney on 6 November 2020 at the International Convention Centre Sydney. • The Prize includes one night's accommodation at a 5-star hotel. • All meals for one person. Meals must be taken at the hotel where accommodation is being supplied and will include one alcoholic beverage only per evening meal, with unlimited non-alcoholic beverages. Mini-bar, in-room dining, external dining arrangements and any additional room charges are not included in the Prize and are at the Winner's expense. • For interstate winners the prize will also include return economy airfare from the winner's closest capital city to Sydney, arriving on 6 November 2020 and departing on 7 November 2020. Airport transfers to and from the hotel are included. • The Prize is valued at up to \$5,000. <p>In the event that the TEDxSydney conference will be held as a 'virtual' event online, the original Prize will be substituted for an invitation to attend the 'virtual' event, together with an Anystore Gift card valued at \$1,000.</p> <p>Westpac Group staff entrants – In the event the Winner is a Westpac staff member, they must have their immediate Manager's approval to participate in the Prize, and to be absent from their role for three days.</p>	
Prize Restrictions	The Prize must be taken on the exact dates only and are not transferable, exchangeable or redeemable for cash.	
Total prize pool	Up to \$5,000.	
Notification of Winner	Prize Winner will be notified in writing by Wednesday 14 October 2020	
Prize claim date	Prize Winner must claim their Prize by Wednesday 21 October 2020 or the Prize will be redrawn, and an alternate winner selected. While all reasonable attempts will be made to contact the winner, if unable to be contacted the prize is automatically forfeit and an alternate winner will be selected.	
Unclaimed Summit Prize Draw	<p>22 October 2020 at 12:00 pm AEDT</p> <p>Location: Level 15, Tower Two International Towers, 200 Barangaroo Ave, Sydney NSW 2000</p>	
Publication date for unclaimed prize draw winner (if any)	Unclaimed Summit Prize Draw winner will be notified in writing on 22 October 2020.	
Promoter's Privacy Policy	The Promoter's privacy policy can be found at http://www.westpac.com.au/privacy/privacy-policy/	

Conditions of Entry

1. These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. By participating in this Promotion, each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

Eligibility

3. If this is a public promotion, entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions (if any). In the event this Promotion is open to Entrants under 18 years of age, those Entrants must have the consent of a parent or guardian to enter.
4. If this is an internal promotion, entry to the Promotion is open to all Australian-based employees of the Promoter who meet the Entry Restrictions (if any). Members of the public are not permitted to enter.
5. Unless this is an internal promotion, employees and contractors of the Westpac Group and their immediate families are ineligible to enter.
6. The Promotion will be conducted during the Promotion Period.
7. To enter the Promotion, Entrants must complete the Entry Procedure during the Promotion Period.
8. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
9. Entrants may enter the Promotion up to the Maximum Number of Entries.
10. Entries must be received by the Promoter during the Promotion Period. Online or email entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the Entrant.
11. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that Entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
12. Incomplete and illegible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the Entry process for the Promotion.
13. If an account with the Promoter is held in joint names, the Eligible Entrant will be the person first named on that account.

Determining and notifying winners

14. The Prize draw(s) (if applicable) will be conducted in accordance with the Draw Details. The Prize(s) will be awarded to the valid Entry or Entries (as applicable) randomly drawn in accordance with the Prize Details. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible Entrant is drawn.
15. If the Promotion includes instant win prizes, the instant win prize(s) will be awarded to the valid Entry or Entries (as applicable) in accordance with the Entry Procedure and the Instant Win Details.
16. Winners will be notified as specified in the Schedule and their name and State/Territory of residence will be published in accordance with the Schedule.

Prizes

17. The Prize(s) are specified in the Prize Details. The Prize(s) are subject to any restrictions specified in the Schedule. The total Prize pool is specified in the Schedule.
18. Prizes are not transferable, exchangeable, or redeemable for cash.
19. If a prize includes gift cards or vouchers, the gift cards or vouchers are only valid until the gift card or voucher expiry date specified on the gift cards or voucher or by the provider and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not be liable for any gift card or voucher that has been lost, stolen, forged, damaged or tampered with in any way.
20. If a prize includes tickets, the tickets are only valid for the date or period specified on the tickets or by the provider and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not be liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
21. If a prize includes travel, The Winner (as defined below) and any travelling companions (if relevant) must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure. Air tickets are for travel on the regular scheduled services of each airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule. Frequent Flyer points are not available from any airline in respect of flights awarded under this Promotion. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, which may be used in relation to incidental charges (which are not included in the Prize). Once accommodation vouchers for accommodation awarded in this Promotion are issued, they are non-changeable. It is the travellers' personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers. Travel insurance does not form part of the Prize, it is the travellers' personal responsibility to ensure they have valid travel insurance. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade. Travel must be taken at the time specified by the Promoter and must coincide with the dates specified in these terms and conditions. If a Winner or any travelling companion is, for whatever reason, unable to travel on a nominated date, or do not take an element of the Prize within the time stipulated by the Promoter then that element of the Prize will be forfeited by the Winner. Cash will not be awarded in lieu of the Prize or any element thereof.

Claiming prizes

22. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
23. If a prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State/Territory of residence published in accordance with the Unclaimed Prize Arrangements.

Skill based Promotions (if applicable)

24. If this Promotion is a Game of Skill; chance plays no part in determining the winner.

25. Entries must be the Entrant's original work. The Promoter reserves the right to verify, or to require the Entrant to verify, that the entry is the Entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
26. An Entrant's entry must not include:
 - a. any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
 - b. any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
 - c. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the Entrant is entitled to do so. If an Entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the Entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.
27. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an Entrant's entry.
28. The winning Entries for the Major Prize will be those determined to be the most original and imaginative, as judged by a panel of judges appointed by the Promoter, and the Eligible Entrant(s) that submitted the winning Entries will be declared the winner (the "Winner(s)"). The judges' decision will be final, and no correspondence will be entered into. The judges, in their sole discretion, may not allocate any Prize(s), or fewer than the number of Prize(s) stated above (including in circumstances where insufficient Entries are received, or Entries are judged to be of a poor standard).
29. By participating in this Promotion each participant grants the Promoter and the Westpac Group a perpetual, non-exclusive, transferable, irrevocable, royalty-free, worldwide licence to use, reproduce, publish, distribute and disseminate all intellectual property rights in Entries that are capable of being assigned to the Promoter and consents to the Promoter and any other member of the Westpac Group using, reproducing or editing and adapting any Entry, if the Promoter wishes, in broadcast, electronic and print media, newsletters, in the Promoter branch merchandising and related marketing activities in whole or in part without attributing that Entry to the person who created it.

General

30. The Promoter and its related bodies corporate (as that term is defined in the *Corporations Act 2001 (Cth)*) will be known as the "Westpac Group".
31. The Promoter collects personal information from all participants in order to conduct the Promotion. If the information requested is not provided, the participant may not participate in the Promotion or claim a Prize and their entry may be discarded. It is a condition of entry into the Promotion that the Winner consents to the publication of their name and city of origin in any advertisements or articles relating to the Promotion or the Prize and participates in any media releases which may include photographs of the Winner by the Promoter or any other member of the Westpac Group. By entering this promotion, participants consent to the use of their names and likenesses in this manner. The Promoter's treatment and storage of personal information will be handled in accordance with all applicable laws in Australia. Your information will not be used to contact you for marketing purposes.
32. For internal/staff promotions: The prizes may be subject to Fringe Benefit Tax (FBT) which is paid by Westpac. However, the amount may be reported on the winner's payment summary as a reportable fringe benefit. Reportable fringe benefits are taken into account in the income tests for some government benefits, concessions and other obligations. Westpac advises you may wish to seek independent financial advice regarding the potential impact of any reportable fringe benefits on your personal financial situation prior to entering the competition. More information on FBT can be obtained from the Australian Taxation Office or www.ato.gov.au.
33. Except for guarantees, warranties and conditions implied by law which cannot be excluded, neither the Promoter nor any other member of the Westpac Group make any guarantees, representations or warranties, express or implied, regarding the quality or suitability of any prizes awarded under these terms and conditions.
34. Nothing in these terms and conditions is intended to exclude, restrict or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Corporations Act 2001, the Competition and Consumer Act 2010, Australian Consumer Law or any equivalent State or Territory legislation. If any guarantee, warranty, term or conditions implied or imposed under the Australian Consumer Law or any other applicable legislation in relation to any prizes awarded under these terms and conditions cannot be excluded (a "Non-Excludable Provision") and the Promoter is able to limit the remedy for a breach of the Non-Excludable Provision, then the liability of the Promoter and all members of the Westpac Group for breach of the Non-Excludable Provision is limited to one or more of the following at the Promoter's option:
 - a. the replacement of the prize or the supply of an equivalent prize,
 - b. the repair of the prize,
 - c. the supplying of the prize again,
 - d. the payment of the cost of replacing the prize or of acquiring an equivalent prize,
 - e. the payment of the cost of having the prize repaired; or
 - f. the payment of the costs of having the prize supplied again.
35. To the maximum extent permitted by law, the Promoter and all other members of the Westpac Group expressly disclaim liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any participant's participation in this Promotion or the acceptance of any Prize. The Winner indemnifies the Promoter and all members of the Westpac Group against any liability, injury, loss or damage which may be suffered, incurred or sustained by the Promoter or any member of the Westpac Group arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the Winner, or its use of the Prize, or its breach of these terms and conditions.
36. If a Scrutineer is required by any relevant authority, representatives of the Westpac Group Legal Department have been appointed to confirm that the processes followed by the Promoter provide reasonable assurance that all persons who are entitled to participate in the Promotion are entered and that the Promotion is fair. In the event of a dispute those representatives will act as adjudicators and their decision will be final and no correspondence will be entered into.
37. Neither the Promoter nor any other member of the Westpac Group will be responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet.
38. If this Promotion is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment by reason of infection by computer virus, power failure, bugs, tampering, unauthorized intervention, fraud, or technical failures or any other causes which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion), the Promoter reserves the right in its sole discretion to disqualify any individual who undermines the integrity or fair running of the Promotion for other

Entrants, including by tampering with the entry process, and, after consulting with the relevant legislative authorities, to cancel, terminate, modify or suspend the Promotion.