

### Participating financial institutions

Teachers Mutual Bank	Firefighters Mutual Bank
UniBank	Health Professional Bank

### **“TEACHERS MUTUAL BANK LIMITED SPEND STIMULATION” PROMOTION TERMS AND CONDITIONS**

Participation in this “Teachers Mutual Bank Limited Spend Stimulation” (“**Promotion**”) is deemed acceptance of these Terms and Conditions. The promoter is Teachers Mutual Bank Limited (ABN 30 087 650 459) of 28-38 Powell Street Homebush NSW 2140 (“**Promoter**”). **NSW Permit No. LTPS/20/44233. ACT Permit No. TP20/00828. SA Permit No. T20/724**

1. The Promotion commences at **12:01am AEST** on 13/07/2020 and closes at **11:59pm AEST** on 23/08/2020 (“**Promotional Period**”).
2. Entry is only open to individuals who satisfy the following eligibility criteria:
  - (a) Australian resident aged 18 years or over;
  - (b) hold a valid personal Visa Debit or Credit Card issued by a Participating Financial Institution<sup>1</sup>. For clarity, Prepaid Visa Debit Cards are excluded and will not be considered for the purposes of the promotion;
  - (c) not an employee (or an immediate family) of the Promoter<sup>2</sup>;
  - (d) not an employee (or an immediate family) of Anisimoff Legal; and
  - (e) at all times from the commencement of the Promotional Period until the prize draw, is not in default under the terms and conditions applicable to the Visa Debit or Credit Card or to the account or accounts accessible with the card.
3. Incomplete transactions and transactions that are reversed or cancelled will be ineligible for entry.
4. The Promoter reserves the right, at any time in its sole discretion:
  - (a) to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence);
  - (b) to disqualify any individual who 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; and

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<sup>1</sup> Participating Financial Institution means Teachers Mutual Bank; UniBank; Firefighters Mutual Bank; or Health Professional Bank, which are divisions of Teachers Mutual Bank Limited ABN 30 087 650 459 AFSL/Australian Credit Licence 238981.

<sup>2</sup> Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

- (c) to determine the identity of the entrant if there is a dispute as to the identity of an entrant.
5. 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.
  6. To receive one (1) automatic entry into the draw, eligible individuals must undertake the following steps during the Promotional Period:
    - Visit **tmb.com.au/paywithvisa**; **hpbank.com.au/paywithvisa**; **fmbank.com.au/paywithvisa**; **unibank.com.au/paywithvisa**, and follow the prompts to the registration page;
    - Input the requested details including their first and last name and their customer ID number; and then
    - Complete at least one (1) purchase/transaction using their Visa Debit or Credit Card during the Promotional Period (each a “**Qualifying Transaction**”). Entrants may make Qualifying Transactions for purchases/transactions of any value by either tapping (i.e PayWave), inserting or swiping their Visa Debit or Credit Card, using Visa contactless purchase/transaction with their mobile device or making an online purchase with their Visa Debit or Credit Card (i.e Apple Pay, Google Pay or Samsung Pay). Transactions conducted over the phone, balance inquiries, transfers, deposits, withdrawals and change of PIN are excluded.
  7. Multiple entries are permitted. Each individual will be eligible to receive one (1) entry for every Qualifying Transaction made during the Promotional Period.
  8. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on **14/09/2020** at 10:00am AEST in the presence of a scrutineer. Anisimoff Legal, on behalf of the Promoter, may also draw additional reserve entries and record them (in order) in case an invalid entry or ineligible cardholder is drawn, or if a drawn cardholder is unable to accept the prize. In the event of an invalid entry or an ineligible cardholder, or if a cardholder is unable to accept the prize, the prize will be awarded to the next valid reserve entry drawn.
  9. Winners will be notified by telephone within two (2) business days of the draw and in writing, and their names will be published online on the relevant website applicable to the winner, being either [hpbank.com.au](http://hpbank.com.au); [fmbank.com.au](http://fmbank.com.au); [unibank.com.au](http://unibank.com.au); or [tmbank.com.au](http://tmbank.com.au) (depending on the Participating Financial Institution that issued their Visa Debit or Credit Card) from 16/09/2020. In the event a winner is an SA resident their name will also be published in The Advertiser (SA) on 18/09/2020. All reasonable steps to notify the winner of the results of the promotion will be taken by the Promoter.
  10. The Promoter's decision is final and no correspondence will be entered into.
  11. The first valid entry drawn will win AU\$10,000, awarded in the form of a Gift Card to be used at JB Hi-Fi. Any ancillary costs associated with redeeming the **Gift**

**Card** are not included. Any unused balance of a Gift Card will not be awarded as cash. Redemption of a Gift Card is subject to any terms and conditions put in place by JB Hi-Fi including those specified on the Gift Card.

12. The next five (5) valid entries drawn will each win AU\$2,000 awarded in the form of a Gift Card. The winner can choose the issuer of the Gift Card from the following retail options: The Good Guys or JB Hi-Fi. Any ancillary costs associated with redeeming a Gift Card are not included. Any unused balance of a Gift Card will not be awarded as cash. Redemption of a Gift Card is subject to any terms and conditions of the issuer including those specified on the Gift Card.
13. The total prize pool value is AU\$20,000. Prizes are not transferable or exchangeable and cannot be taken as cash.
14. If for any reason a prize remains unclaimed by 9:00am AEDT on 14/12/2020, the prize will be forfeited and a re-draw will take place at 10:00am AEDT on 15/12/2020 at the same place as the original draw, subject to any directions from a regulatory authority. Winners (if any) will be notified by telephone within two (2) business days of the re-draw and in writing, and their name will be published online on the relevant website applicable to the winner, being either [hpbank.com.au](http://hpbank.com.au); [fmbank.com.au](http://fmbank.com.au); [unibank.com.au](http://unibank.com.au); or [tmbank.com.au](http://tmbank.com.au) (depending on the Participating Financial Institution that issued their Visa Debit or Credit Card) from 17/12/2020. In the event a winner is an SA resident their name will also be published in The Advertiser (SA) on 22/12/2020. If an unclaimed prize draw winner does not take their prize by the time specified by the Promoter, then the prize will be forfeited.
15. 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 the Promotion (including any outcome), and promoting any products and services distributed and/or supplied by the Promoter.
16. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
17. 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, as well as any other implied warranties under the Australian Securities and Investments Commission Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**").
18. 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 the following: (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 and Conditions; (e) any tax liability incurred by the winner or entrant; or (f) the acceptance or use of a prize.

19. The Promoter collects personal information ("**PI**") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [hpbank.com.au](http://hpbank.com.au); [fmbank.com.au](http://fmbank.com.au); [unibank.com.au](http://unibank.com.au); or [tmbank.com.au](http://tmbank.com.au).
20. For products and services, conditions, fees and charges apply. These may change or we may introduce new features or fees and charges in the future. Full details are available on this website or on request. Lending criteria apply to approval of credit products. This information is general in nature and does not take your personal objectives, circumstances or needs into account. Consider its appropriateness to these factors before acting on it. Read the disclosure documents for your selected product or service, including the Terms and Conditions or Product Disclosure Statement, before deciding. Unless otherwise specified, the products and services described on this website are available only in Australia from or through Teachers Mutual Bank Limited ABN 30 087 650 459 AFSL and Australian Credit Licence 238981.