



**Terms & Conditions of Entry
into Facebook Competitions and Promotions
held by
IMB Ltd trading as IMB Bank**

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These Terms & Conditions of Entry apply to all IMB Ltd (hereafter "IMB") Facebook promotions and competitions. They may be amended or varied by IMB from time to time without notice, and will be done so in keeping with obligations from the relevant state or territory authorities.

Competition/Promotion Details

What is a "Facebook Competition or Promotion Post"?

The Facebook Competition or Promotion Post is the post on the IMB Bank Facebook page (<https://www.facebook.com/imbbank?fref=ts>) that announces the Competition or Promotion and the relevant details, including entry requirements, dates and prizes.

Residents of which State(s) or Territory(s) qualify?

Unless specified in the relevant Facebook Competition or Promotion Post, the Facebook Competition or Promotion will be open to all Australian residents who meet the entry requirements for that particular competition or promotion.

What is the minimum age for Entrants?

The Competition or Promotion is open to anyone over the age of 14 years, unless otherwise specified in the relevant Facebook Competition or Promotion Post.

How many Entries may be submitted by an Entrant?

One entry is permitted per person, unless otherwise specified in the relevant Facebook Competition or Promotion Post.

Are there any special restrictions or qualifications?

Any restrictions or qualifications will be specified in the relevant Facebook Competition or Promotion Post.

What does a person need to do once it is established they are eligible to enter the Competition or Promotion?

The eligible person will then need to submit an Eligible Entry into the Facebook Competition or Promotion. Requirements for an Eligible Entry will be detailed in the relevant Facebook Competition or Promotion Post. These Terms & Conditions of Entry also apply when determining if an entry is an Eligible Entry.

How does a person enter a Facebook Competition or Promotion?

Unless specified differently in the relevant Facebook Competition or Promotion Post, the entrant must post their entry in the Comment section on the relevant Facebook Competition or Promotion Post.

The details of what is required for an eligible Entry will be spelt out in the relevant Facebook Competition or Promotion Post. Additional requirements are spelt out in these Terms & Conditions of Entry.

What is the Promotion Period?

The Promotion Period for each Facebook Competition or Promotion will be from the time the relevant Facebook Competition or Promotion Post is posted (or as otherwise specified in the relevant Facebook Competition or Promotion Post) until the day/time specified as the Closing Time in the relevant Facebook Competition or Promotion Post.

What is/are the Prize/s to be given?

The Prize will be specified in the relevant Facebook Competition or Promotion Post.

What is the Total Value of Prize/s?

Generally, the Total Value of the Prize(s) will be ascertainable from the retail value of the Prize(s) – e.g. the retail cost of tickets being won – and will not be detailed in the relevant Facebook Competition or Promotion Post.

If the Total Value of Prize(s) is not ascertainable in that way, the total value will be included in the relevant Facebook Competition or Promotion Post.

What Date and Time will the Winner(s) will be announced?

Winner(s) will be announced on the day/time specified in the relevant Facebook Competition or Promotion Post.

How will IMB decide upon the Winner/s?

Winner(s) will be decided by IMB based on the judging criteria in the relevant Facebook Competition or Promotion Post.

If no criteria are specified, it will be the entry judged by IMB as being the most impressive – this may include considerations such as which entry is the most entertaining, the most original, the most creative or the most humorous.

How will the winner be informed?

The Winner will be notified by a Private Message through Facebook.

The Winner will also be tagged in a public post/comment by IMB on the relevant Facebook Competition or Promotion Post announcing the Winner.

Are IMB staff and their families excluded from entering?

IMB staff and their families are not excluded from entering, unless specified in the relevant Facebook Competition or Promotion Post.

Any other comments:

Participants should be aware that data charges may apply from their provider in submitting an entry into a Facebook Competition or Promotion.

The Promoter is not responsible for any fees, charges or loss in relation to an entrant entering a Facebook Competition or Promotion.

If Prizes expire prior to the general Prize Claim period detailed below in these Terms & Conditions of Entry, IMB may amend the claim period and notify the Winner(s) that a shorter claim period applies. The Winner(s) will be notified of this when they are advised of how to claim their Prize.

Competition/Promotion Conditions

1. IMB Ltd trading as IMB Bank is the Promoter for the Promotions and Competitions covered by these Terms and Conditions of Entry. IMB is solely responsible for the Promotions and Competitions; it is in no way endorsed or sponsored by Facebook. Any queries or complaints about the Promotion or Competition should be directed to IMB, not Facebook. Entrants must ensure that use Facebook in keeping with acceptable Facebook standards and practices.
2. Entry is open to residents of the states listed as eligible in these Terms & Conditions of Entry. Where an Entrant may be under 18 years of age, Entrants under the age of 18 must have the consent of their parent or guardian to enter.
3. Entries will be limited to the number of entries specified in these Terms & Conditions of Entry, or in the relevant Facebook Competition or Promotion Post, as applicable. Any entry submitted from a Facebook account that lists two names will receive one entry into the Promotion or Competition only.
4. All Valid Entries will be visible on the relevant Facebook Competition or Promotion Post.
5. The Facebook Competition or Promotion will be conducted during the Promotion Period, as specified in these Terms & Conditions of Entry. All Entries must be posted to the relevant Facebook Competition or Promotion Post within the Promotion Period.
6. To enter a Facebook Competition or Promotion, an Entrant must follow the entry instructions on the individual Facebook Competition or Promotion Post and/or

these Terms & Conditions of Entry. No other forms of entry will be accepted.

7. Entrants are responsible for ensuring that the content of their Entry is acceptable and does not infringe on any third party's rights, break any laws, or be offensive or inappropriate.
8. IMB may determine that an Entry is ineligible if it is incomplete, illegible, unacceptable under Condition 7 of these Terms and Conditions, third party advertising, inflammatory, obscene, contains images or material that the Entrant does not have permission or authority to submit, is a breach of copyright, is not an original work, or is otherwise deemed inappropriate by IMB in its sole discretion. Ineligible Entries may be deleted by IMB in its sole discretion.
9. If similar Entries are posted by different Entrants, IMB will accept the first-in-time Entry and not accept any that follow.
10. Facebook Competitions or Promotions run by IMB will always be a Game of Skill; they will not be a Game of Chance.
11. Winners will be selected by IMB in line with the requirements in the relevant Facebook Competition or Promotion Post and/or these Terms & Conditions of Entry.
12. Winners will be notified by IMB by Private Message through Facebook.
13. Winners will be notified of how their Prize may be collected either by Private Message, or by follow-up communication to an email address supplied to IMB by the Winner. The method of communication is at IMB's discretion and may depend on the nature of the Prize being offered.
14. The Winner's name will be published and tagged on the relevant Facebook Competition or Promotion Post.
15. The Winner will be directed to contact IMB by Private Message to collect their Prize
16. Prizes for an individual Promotion or Competition will be listed in the relevant Facebook Competition or Promotion Post.
17. Except as otherwise specified to a Winner, all prizes must be collected within 3 months from the date a Winner is notified. After that time, unclaimed prizes will be dealt with according to the legislative requirements applicable to that promotion or competition. IMB will not notify winners of time remaining to collect their prize. It is the sole responsibility of winners to collect their prize.
18. Prizes must be claimed in person unless the Winner is otherwise advised. Identification which includes a photograph will be required (for example driver's licence/passport/student card where photo included). Where IMB elects to post a prize to a winner, no responsibility will be accepted by IMB for the safe and effective postal delivery of the prize. If IMB elects to email a prize, it will be emailed to the email address provided to IMB by the Winner.
19. In special situations, and subject to the absolute discretion of IMB, a winner may nominate a designated representative to collect a prize. The representative will be required to present written authorisation from the winner and

identification which includes a photograph for both the winner and their representative.

20. In the event that a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with according to the absolute discretion of IMB.
21. If a Winner is Under 18: For any prize that must be collected in person, Winners must be accompanied by a parent/guardian when collecting their prize. Both the winner and the parent/guardian must show identification. If the Prize is to be collected/redeemed in another way, IMB may request confirmation that a Parent/Guardian gave consent to the Entrant prior to awarding any Prize.
22. Prizes are not transferable or redeemable for cash. Prizes must (where applicable) be used on the dates specified.
23. All prizes are accepted entirely at the risk of the winner, and IMB excludes all warranties in connection with any prize to the maximum extent permitted by law.
24. IMB and its Representatives[^] are not responsible for defective prizes or misuse of any prize, or for any claims, liability, loss (including direct and indirect loss) or damage (whether foreseeable or not) arising out of or in connection with any promotion or competition by IMB.

[^] Representatives include an employee, affiliate, agent, officer, director, auditor, adviser, partner, consultant, joint venturer, sponsor, contractor or sub-contractor of that party or a related entity of that party.

25. All Entrants into the Promotion or Competition release from, and indemnify IMB against, all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in any Promotion or Competition including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
26. If a specified prize becomes unavailable, IMB may substitute a replacement prize at its absolute discretion, subject to approval from the relevant state or territory authorities (where applicable).
27. Unless otherwise specified, the class of travel for any travel prize incorporating an airfare is economy class.
28. Entrants may be required by IMB to participate in a photo, video and/or film session and acknowledge that IMB has the right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit, unless that person advises IMB at the time of entering the relevant promotion or competition that he/she wishes to not have those materials made public. The name of the Winner will always be made public (and the link to their Facebook profile), as the Winner will always be tagged in the Facebook Competition or Promotion Post. This post will be publically visible to a substantial number of people, including all others who have entered the Facebook Competition or Promotion, anyone who views the Facebook Competition or Promotion Post (who may or may not be an Entrant) and people who 'like' IMB Bank's Facebook page.
29. Facebook Competitions and Promotions Entries and material submitted in connection with any Facebook Competitions and Promotions (whether in written,

audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of Entrants become the property of IMB which may use the material in any medium and in any reasonable manner it sees fit. Copyright and any other intellectual property rights in any such material become and remain the sole property of IMB.

30. IMB may publicise, broadcast or otherwise disclose an entrant's name, character, likeness, statements or any recording of their voice in advertising or promotional activities concerning a specific Competition or Promotion, or IMB promotions or competitions generally. IMB may promote or advertise that a Winner has won a Promotion or Competition.
31. Winners are responsible for any and all taxes payable as a result of a Prize being awarded or received.
32. If, in the course of a Promotion or Competition, an unforeseeable event occurs resulting in a dispute as to whether a person has validly entered the promotion or competition, IMB in its absolute discretion:
 - may disqualify the relevant entrant; or
 - will not be responsible for awarding a prize to the relevant entrant; and
 - may award the prize to another entrant according to its absolute discretion.

In all such events, all decisions of IMB will be final and no discussion or correspondence will be entered into.

33. All entries into Facebook Competitions and Promotions are submitted entirely at the risk of the Entrant. If there are any difficulties arising out of the internet or any associated equipment IMB may at its absolute discretion disqualify the entire Entry or any portion thereof.
34. IMB takes no responsibility for any technical or related problems or malfunctions associated with Facebook or that occur as a result of entering the Facebook Competition or Promotion.
35. A person is ineligible to Enter and/or win a Promotion or Competition if:
 - a) they are a sponsor or advertising agency or affiliate associated with that promotion or competition; or
 - b) they are discovered to have used or attempted to use more than one name in order to qualify to win prizes from IMB; or
 - c) they are not a resident of Australia; or
 - d) IMB otherwise deems that Entrant as ineligible to enter the Promotion or Competition (in IMB's sole discretion).
36. All Entrants acknowledge that IMB may still disqualify an Entrant even if IMB only learns of a person's ineligibility after IMB has appeared to award the prize to the ineligible person. Return of the Prize or payment of its value to IMB can be required by IMB if this occurs.
37. Where the prize value is greater than \$500, all winners of IMB promotions or competitions will be published on IMB's websites.
38. All Winners of all Prizes are bound by these Terms and Conditions of Entry into Facebook Competitions and Promotions.
39. IMB ("we" or "us") collects personal information about you to enable you to enter the Facebook Competitions and Promotions conducted by us, or through us.

If you do not submit the required personal details to IMB, you will not be able to enter the

relevant Facebook Competition or Promotion.

Personal information collected in relation to a Facebook Competition or Promotion will not be used to contact you for Marketing purposes.

Any personal information collected by IMB will be handled in accordance with the IMB Privacy Policy, available at www.imb.com.au/privacy.

40. Subject to Condition 39, IMB may incorporate information from Entrants in any Facebook Competition or Promotion in any database to be used for the purpose of its business.
41. If there is an inconsistency between these Terms and Conditions of Entry and the relevant Facebook Competition or Promotion Post, the relevant Facebook Competition or Promotion Post will prevail to the extent of any inconsistency for that Facebook Competition or Promotion.
42. Persons under the age of 18 years are ineligible to enter any Facebook Competition or Promotion where the prize consists of a vehicle or alcohol or a voucher for alcohol or where the relevant Facebook Competition or Promotion Post specifically excludes them.
43. The failure of IMB to enforce any provision of these Terms and Conditions of Entry will in no way affect its rights to require complete performance by the Entrant or Winner, nor will the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself.
44. IMB will not be liable for any delay for not meeting any time limits under these Terms and Conditions of Entry for Facebook Competitions and Promotions that is caused by fire or flood, strikes, labour disturbances, riots, war, insurrection, acts of any governmental entity or public enemy, delays in transportation, delays in procuring materials from third parties, unavailability of fuel or other supplies, communications failure, or any other cause beyond the reasonable control of IMB. In the event of such an occurrence, the time for performance will be equitably adjusted.
45. If any part of these Terms and Conditions of Entry for Facebook Competitions and Promotions is found to be invalid or of no force under any applicable law, executive orders or regulations of any governmental authority having jurisdiction, these conditions will be construed as though such part had not been inserted and the remainder of these Terms and Conditions of Entry will retain their full force and effect.
46. IMB, in consultation, when required, with the appropriate governmental authority, may terminate, suspend or modify any Facebook Competition or Promotion at any time at its absolute discretion. In the event of such an occurrence, IMB may at its absolute discretion elect not to award any prize in respect of the relevant Facebook Competition or Promotion.
47. Special restrictions or qualifications may apply to particular Facebook Competition or Promotion, which will be detailed in the relevant Facebook Competition or Promotion Post.
48. These Terms and Conditions of Entry for Facebook Competitions and Promotions may be changed at any time by IMB, in consultation, when required, with the appropriate governmental authority, without notice.