

General Conditions of Entry into Competitions and Promotions held by IMB Ltd trading as IMB Bank

IMB Ltd trading as IMB Bank

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Crown Street WOLLONGONG, NSW, 2500

PH: 133 IMB (133 462)

These General Conditions of Entry apply to all **IMB Ltd** (hereafter “IMB”) promotions and competitions. They may be amended or varied by **IMB** from time to time without notice subject to approval from the relevant state or territory authorities. Special Terms and Conditions may apply to particular promotions and competitions, in which case an addendum to these General Conditions of Entry will be made available for that promotion or competition. Please enquire at **IMB** for any Special Terms and Conditions for promotions or competitions you wish to enter.

1. Unless otherwise specified in Special Terms and Conditions, no person may enter any promotion or competition more than once. Any entry coupon filled out in joint names, or automatic entry that is generated in joint names, will receive one entry into the promotion or competition only.
2. All prizes must be collected within 3 months from the date of the prize draw. 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.
3. 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.
4. 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.
5. 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**.
6. Winners under the age of 18 must be accompanied by a parent/guardian when collecting their prize. Both the winner and the parent/guardian must show identification.
7. Prizes are not transferable or redeemable for cash. Prizes must (where applicable) be used on the dates specified.
8. 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.
9. **IMB** and its Representatives¹ 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**.

¹ 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.

10. 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.
11. 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.
12. Unless otherwise specified, the class of travel for any travel prize incorporating an airfare is economy class.
13. 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 retain his/her anonymity.
14. Promotion or competition entries and material submitted in connection with any promotion or competition (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 competitors 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 becomes and remains the sole property of **IMB**.
15. **IMB** may publicise, broadcast or otherwise disclose an entrants name, character, likeness, statements or any recording of their voice in advertising or promotional activities concerning a specific promotion or competition, or **IMB** promotion or competitions generally. **IMB** may promote or advertise that a winner has won a promotion or competition.
16. Winners are responsible for any and all taxes payable as a result of a prize being awarded or received.
17. 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.

18. All entries submitted by internet are sent 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.
19. A person is ineligible to enter and/or win a promotion or competition if:
 - (a) they are an employee or a member of the immediate family of an employee of **IMB** or organisations associated with **IMB**; or
 - (b) they are a sponsor or advertising agency or affiliate associated with that promotion or competition; or
 - (c) they are discovered to have used or attempted to use more than one name in order to qualify to win prizes from **IMB**; or

- (d) they are not a resident of Australia; or
- (e) **IMB** deems that entrant as ineligible to enter the promotion or competition.

- 20. All entrants acknowledge that **IMB** may still rely on rule 19 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.
- 21. Where the prize value is greater than \$500, all winners of IMB promotions or competitions will be published on IMB's websites.
- 22. All winners of all prizes are bound by these General Conditions of Entry and any Special Terms and Conditions that may apply.
- 23. IMB ("we" or "us") collects personal information about you. IMB collects personal information about you to enable you to enter various promotions and competitions conducted by or through us and to ascertain your financial needs in order to provide you with the products and services you may request from us now or in the future.

If you do not submit your personal details to IMB, we cannot enter you into this promotion or competition and we will not be able to ascertain your financial needs to provide you with suitable products and services.

In most cases you can gain access to your personal information by contacting us and submitting your request. You can contact us by either telephoning IMB DIRECT, visiting a Sales Centre or writing to us.

From time to time, we will approach you with special offers from IMB or other companies which we think may be of interest to you. If you don't wish to receive these offers, please inform the staff at any IMB Sales Centre or alternatively, by contacting IMB Direct on 133 IMB (133 462), or writing to us

- 24. Subject to rule 23, IMB may incorporate information from entrants in any promotion or competition(s) in any data base to be used for the purpose of its business.
- 25. Where IMB has Special Terms and Conditions in relation to a particular promotion or competition, then they will prevail to the extent of any inconsistency between those Special Terms and Conditions and these General Conditions of Entry.
- 26. Persons under the age of 18 years are ineligible to enter any promotion or competition where the prize consists of a vehicle or alcohol or a voucher for alcohol or where the Special Terms and Conditions otherwise provide.
- 27. The failure of IMB to enforce any provision of these General 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.
- 28. IMB will not be liable for any delay for not meeting any time limits under these General Conditions of Entry 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.

29. If any part of these General Conditions of Entry 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 General Conditions of Entry conditions will retain its full force and effect.
30. IMB, in consultation, when required, with the appropriate governmental authority, may terminate any promotion or competition at any time at its absolute discretion. In the event of such termination, IMB may at its absolute discretion elect not to award any prize in respect of the terminated promotion or competition.
31. Special restrictions or qualifications may apply to particular promotion or competitions, in which case an addendum to these General Conditions of Entry will be made. These General Conditions of Entry may be changed at any time by IMB, in consultation, when required, with the appropriate governmental authority, without notice.
32. Entrants acknowledge that IMB applies for and is issued with certain permits from time to time, with respect to the promotions and competitions subject to these terms and conditions. With respect to the Trade Promotion Lottery (Multiple Promotion) permit issued to IMB by NSW Fair Trading in 2019, IMB provides the following detail to entrants:
- First potential commencement date: 30/08/2019
 - Last potential closing date: 28/08/2020
 - Last potential draw date: 30/08/2020
 - Last potential publication date: 7/09/2020
 - Last potential unclaimed prize draw date: 30/11/2020
 - Last potential unclaimed prize publication date: 7/12/2020
 - No prize will exceed \$1,000.
 - The total prize pool under that permit is capped at \$100,000.
 - No prohibited prizes will be given away.