



IMB Ltd
ABN 92 087 651 974
47 Burelli Street
WOLLONGONG, NSW, 2500
PH: 133 IMB (133 462)

Special Terms and Conditions for the Visa 'spend and win' \$10k competition.

These Special Terms and Conditions of entry apply to all persons eligible to enter the **Visa spend and win \$10k Prize Draw Competition**. Please note the *General Conditions of Entry into Competitions and Promotions held by IMB Ltd* also apply to persons entering this promotion or competition. Please enquire at IMB or visit <https://www.imb.com.au/members-important-information.html> for a copy of these General Conditions of Entry.

Who is the Promoter?

The promoter is IMB Ltd trading as IMB Bank (ABN 92 087 651 974) of 47 Burelli Street, Wollongong NSW 2500. NSW Authority TP/03033 and ACT Permit No. TP23/02228. ("Promoter")

How does a person get an entry in the promotion or competition?

IMB members who hold an IMB Visa card or digital wallet linked to any IMB transaction account are eligible to be entered into the prize draw. The entrant must use their activated Visa card or digital wallet during the Promotion Period for a Visa Transaction to be entered into the prize draw.

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

This competition is open to all IMB members, whose primary place of residence is in NSW, ACT, Victoria or Queensland, and who are aged 13 years or over (the "**Entrant**").

Who is ineligible?

Employees of IMB Bank (and their immediate families) and employees of Visa (and their immediate families) are ineligible to enter the Promotion. 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 first cousin.

The Promoter reserves the right to verify the eligibility of each entrant (including their identity, age and place of residence) and the validity of each entry and to disqualify any person 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 this Promotion.

Further, any contact details provided incorrectly may be deemed by the Promoter as an invalid entry. Errors and omissions may be accepted at the Promoter's sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

Times and dates when entries open and close:

Entries open 12:00am Wednesday 1st November 2023 and close 11.59pm Thursday 29th February 2024 (the **"Promotion Period"**). All references to time recorded throughout these Terms and Conditions are a reference to the local time in Sydney, New South Wales. Entries into each monthly draw will open at 12am and close at 11.59pm on the dates listed in the table below (**"Monthly Draw"**):

Monthly Draw	Entries Open	Entries Close
November	12:00am 01 November 2023	11:59pm 30 November 2023
December	12:00am 01 December 2023	11:59pm 31 December 2023
January	12:00am 01 January 2024	11:59pm 31 January 2024
February	12:00am 01 February 2024	11:59pm 29 February 2024

What does a person need to do once it is established that they are eligible to enter the draw?

The entrant must make a Visa Transaction using their IMB Visa card or digital wallet during the Promotion Period. The entrant will then automatically receive one entry into a monthly draw. Each Visa Transaction equals one entry into the draw. For example, all Visa Transactions made between 1st November– 30th November 2023 will go into the November monthly draw.

For the purposes of this Promotion, the term "Visa Transaction" means:

A Visa Transaction is a transaction as listed below performed using a Visa Debit card or digital wallet but excludes domestic ATMs and eftpos transactions. A qualifying Visa Transaction includes:

- A contactless payment
- Where the cardholder chooses the "Visa" option at the POS terminal
- Online purchase
- Scheduled/recurring payment using the Visa card number
- An overseas transaction (including overseas ATMs)

Value of Prize/s:

There will be four (4) prizes awarded in this promotion. Each prize consists of \$10,000, which will be paid to the prize winner. The total value of the prizes to be awarded in this Promotion is \$40,000 (\$10,000 per month for 4 months).

The Prize will be deposited into the winning entrant's IMB Bank transaction account by electronic funds transfer within 30 days of the monthly draw. The prize money will be deposited into the same transaction account that the winning transaction was made from. The account must be active at the time of payment for the prize money to be transferred into the account. If the account is closed the Prize will be forfeited.

Time, Date and Place for determination of winner/s:

There will be one (1) monthly draw conducted for the entries received each month of the Promotional Period, for a total of 4 monthly draws. Each Monthly Draw will take place at Level 1, 47 Burelli Street, Wollongong NSW 2500 on the dates listed in the tables below. Entries in each Monthly Draw will NOT be entered into any subsequent Monthly Draw(s).

Monthly Draw	Entries Open	Entries Close	Draw Time/Date	Publication Date
November	01/11/2023	30/11/2023	2pm, 13/12/2023	20/12/2023
December	01/12/2023	31/12/2023	2pm, 10/01/2024	17/01/2024
January	01/01/2024	31/01/2024	2pm, 14/02/2024	21/02/2024
February	01/02/2024	29/02/2024	2pm, 13/03/2024	20/03/2024

The Promoter's decision is final and no correspondence will be entered into.

How winner/s will be decided:

The prize winners will be electronically selected at random from a computer-generated listing of entries. The first valid entry selected in each Monthly Draw will be deemed a provisional prize winner. Each prize winner, once verified, will receive one prize, as outlined above in 'Value of the prize/s'.

How will the winner/s be informed:

The prize winners will be notified in writing via email (or mail if no email is provided), and by telephone within two (2) business days of the relevant Monthly Draw, and their name and post code will be published online at <https://www.imb.com.au/members-competition-winners.html> on the publication date.

How to claim a prize

If a prize winner wishes to claim their prize, they must contact the Promoter by the prize claim date/time as specified by the Promoter at the time of winner notification. If a prize winner fails to claim their prize by this time and date, the prize winner will be deemed to have forfeited the prize.

Unclaimed prizes

If a prize winner forfeits the prize or a prize remains unclaimed, the Promoter will conduct a redraw, subject to any directions from a regulatory authority, following the same procedure as the original draw. Redraw will take place at 2pm on 10/04/2024, at the same place as the original draws. The prize winners, if any, will be notified in writing and by telephone within two (2)

business days of the draw and their name/s and post code/s will be published online at <https://www.imb.com.au/members-competition-winners.html> on 17/04/2024. If a prize winner fails to claim their prize by the date reasonably specified to them by the Promoter, the prize winner will be deemed to have forfeited the prize.

Other Terms and Conditions

If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

The prizes are not transferrable or exchangeable. In the event of a dispute, the decision of the Promoter is final, and binding and no correspondence will be entered into.

Each entrant consents 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.

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.

To the fullest extent permissible by law, each entrant in the Promotion and each prize winner releases the Promoter from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by them in connection with the prize or their participation in the Promotion. The Promoter, its related bodies corporate, officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect, consequential or economic loss) suffered or sustained by an entrant or the prize winner in connection with this Promotion, the promotion of this Promotion, or the use of or participation in any prize, except for any liability which cannot be excluded by law. Further, to the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any website, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to an entrant's or any other person's computer related to or resulting from participation in or downloading any materials related to this Promotion. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the draw repeatedly is prohibited and will render all entries submitted by that entrant invalid.

Liability for any tax (other than fringe benefits tax) arising out of participation in this Promotion (including acceptance of a prize) is the sole responsibility of the entrant. Entrants should seek independent financial advice in this regard.

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 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the State 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) 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 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 a prize winner or an entrant; or (f) use of a prize.

As a condition of accepting the prize, the prize winner must sign any legal documentation as and, in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

Privacy

Privacy Notice: Entry is conditional on providing the requested personal information. By entering this Promotion, each entrant consents to the retention, use and disclosure of their personal information by the Promoter (subject to its Privacy Policy located at www.imb.com.au/privacy) in the following ways:

- for the purposes of conducting the Promotion and any matter connected to the Promotion;
- if the entrant is a prize winner in this Promotion, for publicity purposes in any media for an unlimited period without remuneration, compensation or prior notice to the entrant;
- in addition to any use that may be outlined above, sending the entrant publications and communications about events, promotions, products and services. This includes distributing marketing material for goods and services offered by the Promoter, its related bodies corporate and businesses which have arrangements with the Promoter or its related bodies corporate. Each entrant agrees that communications may be sent to them by post, email and SMS.

The Promoter may disclose personal information to third parties for the above purposes, including but not limited to Visa Pty Ltd. ABN 82 079 169 172, agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. For the purpose of conducting this Promotion and sending offers and information to each entrant, the Promoter will not disclose the entrant's personal information to entities outside of Australia.

For further details about how we handle personal information and details about how entrants can request access and correction of their information or complain about a breach of the Australian Privacy Principles, please see our Privacy Policy which is available at <https://www.imb.com.au/privacypolicy>. All entries become the property of the Promoter.