

**Bendigo Bank Mastercard Priceless GRAMMYS® Experience Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>											
<b>Promotion:</b>	Bendigo Bank Mastercard Priceless GRAMMYS® Experience										
<b>Promoter:</b>	Bendigo and Adelaide Bank Ltd ABN 11 068 049 178, The Bendigo Centre - 22 Bath Lane, Bendigo, VIC 3550, Australia. Ph: 1300 236 344										
<b>Promotional Period:</b>	<b>Start date:</b> 01/11/19 at 09:00 am AEDT <b>End date:</b> 15/12/19 at 11:59 pm AEDT										
<b>Eligible entrants:</b>	Entry is only open to Australian residents who are 21 years and over and are a Bendigo Bank debit or credit Mastercard account holder. Bendigo Bank business debit or credit Mastercard account holders are not eligible for this Promotion.										
<b>How to Enter:</b>	To enter the Promotion, the entrant must complete the following during the Promotional Period: a) Register for the Promotion either via: i) selecting the "click to register" button in the promotional email received from Bendigo Bank; OR ii) visiting the Bendigo Bank Australia website at <a href="https://www.bendigobank.com.au/MastercardGRAMMYS">https://www.bendigobank.com.au/MastercardGRAMMYS</a> , following the prompts to the Promotion registration page and submitting the registration form with the requested details including their first name, last name, mobile number and the last three (3) digits of the Bendigo Bank debit or credit Mastercard card; and b) complete an Eligible Transaction with their Bendigo Bank debit or credit Mastercard during the Promotional Period.										
<b>Eligible Transactions:</b>	<ul style="list-style-type: none"> <li>• Bendigo Bank Debit and Credit Mastercard holders who are registered for this Promotion will automatically be awarded one entry into the Promotion for each Qualifying Transaction made during the Promotional Period.</li> <li>• Multiple entries are accepted. However, each entry must be based on a separate Qualifying Transaction and must separately and independently comply with these Terms and Conditions.</li> <li>• The following conditions must be met in order for a purchase to be a Qualifying Transaction:                             <ul style="list-style-type: none"> <li>○ The purchase must be made during the Promotional Period.</li> <li>○ The purchase may be made online, at point of sale or over the phone using a valid Bendigo Bank Mastercard debit or credit card at any Australian or overseas merchant that accepts payment by Mastercard.</li> <li>○ Purchases must be a minimum of \$0.99</li> <li>○ The Bendigo Bank account used must not be cancelled, closed or suspended during the Promotional Period.</li> <li>○ The Bendigo Bank account must not be in default on the date a purchase is made otherwise it will not be a Qualifying Transaction.</li> <li>○ The following are not Qualifying Transactions:                                     <ul style="list-style-type: none"> <li>• Cash out transactions</li> <li>• Any transactions which have been reversed or cancelled</li> <li>• Cash advances</li> <li>• ATM withdrawals</li> <li>• BPAY payments</li> <li>• Pay Anyone payments</li> <li>• Transactions deemed inappropriate to the intention of this Promotion including any transactions completed in the following Merchant Category Codes:</li> </ul> </li> </ul> </li> </ul> <table border="1" style="margin-left: 40px; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">MCC</th> <th style="text-align: center;">Definition</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">5912</td> <td>Pharmacy</td> </tr> <tr> <td style="text-align: center;">5993</td> <td>Cigar Stores</td> </tr> <tr> <td style="text-align: center;">5999</td> <td>Firearms, Ammunition Stores</td> </tr> <tr> <td style="text-align: center;">5099</td> <td>Firearms, Ammunition</td> </tr> </tbody> </table>	MCC	Definition	5912	Pharmacy	5993	Cigar Stores	5999	Firearms, Ammunition Stores	5099	Firearms, Ammunition
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		5945	Gaming	
		7995	Gambling	
		7273	Escort Services	
	Entrants are responsible for ensuring that their contact details on file with the Promoter are accurate and up to date.			
<b>Entries permitted:</b>	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. Limit one (1) entry permitted per Eligible Transaction. By completing the entry method, the entrant will receive one (1) entry.			
<b>Total Prize Pool:</b>	up to AUD\$49,294.55			
Prize Description		Number of this prize	Value (per prize)	Winning Method
<p><b>Major Prize:</b> The prize is a trip for two (2) adults (aged 21 years of age or older) to the 2020 62<sup>nd</sup> Annual GRAMMY Awards (22 – 28 January 2020) and includes:</p> <ul style="list-style-type: none"> <li>Return economy flights for two (2) adults from the winner's nearest Australian capital city to Los Angeles;</li> <li>Return transfers from LAX to Beverly Wilshire Hotel;</li> <li>Welcome dinner at a restaurant in LA (exact inclusions and restaurant as determined by the Promoter);</li> <li>Four (4) nights twin-share accommodation at a 2-5 star hotel (includes breakfast daily);</li> <li>Private tour of Los Angeles and Hollywood;</li> <li>Dinner at a celebrity hotspot (exact inclusions and restaurant as determined by the Promoter);</li> <li>Backstage tour of the Staples Centre and GRAMMY Awards;</li> <li>Entry to Pre-GRAMMY® Gala;</li> <li>Professional makeover for winner and their guest (exact inclusions determined by the Promoter);</li> <li>Entry to an exclusive Mastercard pre-reception;</li> <li>Two (2) x Platinum tickets to the 62<sup>nd</sup> Annual GRAMMY Awards;</li> <li>Entry to the GRAMMY Awards After-Party; and</li> <li>USD\$500 Pre-paid Mastercard (for winner only).</li> </ul>		1	Up to US\$30,000 (equivalent to AUD\$44,294.55 based on the exchange rate as at 23/09/19), depending on exact point of departure	Draw: computerised random selection - 23/12/19 at 02:30 pm AEDT
<p><b>Minor Prize:</b> The prize is a \$500 JB Hi-Fi gift card.</p> <p>Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.</p>		10	AUD\$500.00	Draw: computerised random selection - 23/12/19 at 02:30 pm AEDT
<b>Major Prize Conditions:</b>	<ul style="list-style-type: none"> <li>Both the winner and their guest for the prize must be aged 21 years of age or over.</li> <li>Winner is required to take the prize on the dates specified by the Promoter (22 – 28 January 2020) to coincide with the 62<sup>nd</sup> Annual GRAMMY Awards taking place on Sunday 26<sup>th</sup> January 2020. If the winner is unwilling or unable to attend at on the dates specified by the Promoter to coincide with this event, they forfeit the prize and the Promoter is not obliged to substitute the prize.</li> <li>Travel itinerary will be determined by the Promoter in its absolute discretion.</li> <li>Prize is subject to the standard terms and conditions of individual prize and service providers.</li> <li>The winner and his/her travel companion must depart from and return to the same departure point and travel together.</li> </ul>			

	<ul style="list-style-type: none"> <li>Any tickets/passes that form part of the prize are subject to the event venue and ticket/pass terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.</li> <li>Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.</li> <li>The prize is subject to booking and flight availability</li> <li>Frequent flyer points will not be awarded and do not form part of the prize.</li> <li>Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included.</li> <li>The winner and his/her travel companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.</li> </ul>
<b>Winner notification:</b>	The winners will be notified by using contact details on file with the Promoter, includes in writing, within two (2) business days of the draw. The winners will be published in The Australian on 25/12/19.
<b>Unclaimed Prizes:</b>	<p>Major Prize must be claimed by 06/01/20 at 1:00 pm AEDT. In the event of an unclaimed Major Prize, the prize will be redrawn on 06/01/20 at 2:30 pm AEDT at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winner of this redraw will be notified using the contact details on file with the Promoter, includes in writing, within two (2) business days of the redraw; and will be published in The Australian newspaper on 08/01/20.</p> <p>The minor prizes must be claimed by 23/03/20 at 02:30 pm AEDT. In the event of an unclaimed minor prize, the prize will be redrawn on 24/03/20 at 02:30 pm AEDT at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winners of the redraw will be notified by using the contact details on file with the Promoter, includes in writing, within two (2) business days of the redraw. The winners of this redraw will be notified publicly (and their details published) in The Australian on 31/03/20.</p>

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- Valid and eligible entries will be accepted during the Promotional Period.
- Employees (and the immediate family members) of Bendigo & Adelaide Bank branches, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
- Draw:**
  - The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 02:30 pm AEDT on 23/12/19 using computerised random selection.
    - The first valid entry drawn will win the Major Prize.
    - The next ten (10) valid entries drawn will each win the Minor Prize.
  - The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
  - If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
- All reasonable attempts will be made to contact each winner.

7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
12. No entry fee is charged by the Promoter to enter the Promotion.
13. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.bendigobank.com.au/public/privacy-policy/full-privacy-policy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
16. It is a condition of accepting the prize that a winner and their travel companion may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
19. 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.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid

and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
27. Authorised under: ACT Permit No. TP 19/04361, NSW Permit No. LTPS/19/38811 and SA Permit No. T19/1695

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