

Perk-up Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion :	Perk-up
Promoter:	Up Money Pty Ltd ACN 624 373 084 (subsidiary of Bendigo and Adelaide Bank Pty Ltd ABN 11 068 049 178), The Bendigo Centre - 22 Bath Lane, Bendigo, VIC 3550, Australia. Ph: 1300 236 344
Promotional Period:	Start date: 01/11/19 at 07:00 am AEDT End date: 31/10/20 at 11:00 am AEDT
Eligible entrants:	Entry is only open to Australian residents who are 16 years and over, have an Up Everyday Debit Card Account and have registered access to the 'Up' banking App on their compatible device. Entrants under the age of 18 must have parent or legal guardian approval to enter.
How to Enter:	To enter the Promotion, the entrant must, during the Promotional Period, complete an Eligible Transaction using their Up Everyday Card/Digital Wallet. The following conditions must be met in order for a purchase to be a qualifying transaction for this Promotion ("Eligible Transaction"): <ul style="list-style-type: none"> • The purchase must be made at an identified merchant that has been previously been categorised as a "Restaurants & Cafes" within the Up app; • The purchase must be made between 7.00 and 11.00 am AEDT, weekdays during the Promotional Period. • The purchase must be made at point of sale using a valid Up Mastercard debit card; and • Purchase must be a minimum of \$0.99 and maximum of \$5.00. <p>The following are not Eligible Transactions:</p> <ul style="list-style-type: none"> • Cash out • Any transaction which have been reversed or cancelled • Cash advances • ATM withdrawal • BPay payments • Pay Anyone payments • Any purchase made from a merchant that has not been categorised as a "Restaurants & Cafes" <p>Customers will be automatically entered into the Promotion after making an eligible purchase identified through the merchant transaction notification.</p>
Entries permitted:	Limit one (1) entry permitted per Eligible Transaction. Limit one (1) prize per person each day.
Instant Win Winning Method:	Entrants will be notified immediately upon completing an eligible purchase if they are a winner. Each winner will receive an in-app notification that their Eligible Transaction has been paid for by the Promoter up to the maximum cap of \$5 as opposed to an in-app standard transaction notification. For the sake of clarity, the credit for the Eligible Transaction up to max of \$5 ("Credit") will automatically be added back to their Up account as the prize. Prize is delivered immediately following an Eligible Transaction, notification is provided through the App at time of prize delivery and will be visible in the Up App "purchase" screen. There are 5,000 units of the Credit prize to be won during the Promotional Period.
Total Prize Pool:	Up to AUD \$25,000.00

1. 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.
2. 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.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of the Participating Venues, 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.
5. Quality control errors will not invalidate an otherwise valid prize claim.
6. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
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, 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. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. 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. 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).
16. 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.
17. 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.
18. 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.
19. 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 willful 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).
20. 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.
21. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
22. 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.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
24. Authorised under: ACT Permit No. TP19/04534 NSW Permit No. LTPS/19/39495 and SA Permit No. T19/1846.