

**Tap Up to win Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>	
<b>Promotion:</b>	Tap Up to win
<b>Promoter:</b>	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
<b>Promotional Period:</b>	<b>Start date:</b> 03/06/19 at 09:00 am AEST <b>End date:</b> 30/06/19 at 11:59 pm AEST
<b>Eligible entrants:</b>	<p>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.</p> <p>The entrant's Up Everyday account must not be cancelled, closed or suspended during the Promotional Period and until at least two (2) days after the draw date, to be eligible to claim a prize.</p>
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must, during the Promotional Period, complete an Eligible Transaction with their Up Everyday Debit Card, during the Promotional Period at any retailer that accepts a retail purchase using their Up Card. Entry will be automatically recorded on purchase.</p> <p>The following conditions must be met in order for a purchase to be a Qualifying Transaction:</p> <ul style="list-style-type: none"> <li>➤ The purchase must be made during the Promotional Period - the purchase may be made online, at point of sale, or over the phone using a valid Up debit card at any Australian or overseas merchant that accepts payment by an Up Mastercard debit card;</li> <li>➤ Purchase must be a minimum of \$0.99;</li> <li>➤ The Up Everyday account used must not be cancelled, closed or suspended during the Promotional Period; and</li> <li>➤ The Up Everyday account must not be in default on the date a purchase is made, otherwise it will not be a Qualifying Transaction.</li> </ul> <p>The following are not Qualifying Transactions:</p> <ul style="list-style-type: none"> <li>➤ Cash out</li> <li>➤ Any transaction which have been reversed or cancelled</li> <li>➤ Cash advances</li> <li>➤ ATM withdrawal</li> <li>➤ BPay payments</li> <li>➤ Pay Anyone payments</li> <li>➤ Peer to Peer (P2P) Payment service</li> <li>➤ Transactions deemed inappropriate to the intention of this Promotion, including any transaction completed in the following Merchant Category Codes: 5912 Pharmacy, 5993 Cigar stores, 5999 Firearms, 5099, Firearms, 5945 Gaming, 7995 Gambling, 7273 Escort Services.</li> </ul>
<b>Entries permitted:</b>	Limit one (1) entry permitted per Eligible Transaction. 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.
<b>Total Prize Pool:</b>	AUD \$19,000.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
<b>Prize 1:</b> The prize is \$10,000.00 paid by direct deposit to the winner's eligible Up Everyday Debit Card Account.	1	AUD\$10,000.00	Draw: computerised random selection - 16/07/19 at 02:00 pm AEST
<b>Prize 2:</b> The prize is \$5,000.00 paid by direct deposit to the winner's eligible Up Everyday Debit Card Account.	1	AUD\$5,000.00	Draw: computerised random selection - 16/07/19 at 02:00 pm AEST
<b>Prize 3:</b> The prize is \$1,000.00 paid by direct deposit to the winner's eligible Up Everyday Debit Card Account.	4	AUD\$1,000.00	Draw: computerised random selection - 16/07/19 at 02:00 pm AEST

<b>Winner notification:</b>	The winners will be contacted by chat notification in the Up "App" within two (2) business days of the draw. The winners will be published in The Australian on 30/07/19.
<b>Unclaimed Prizes:</b>	Prizes must be claimed by 16/10/19 at 02:00 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 17/10/19 at 02:00 pm AEDT at Plexus, Level 4, 411 Collins St, Melbourne VIC 3000, Australia. The winners of the redraw will be notified by chat notification in the Up "App" within two (2) business days of the redraw. The winners will be notified publicly (and their details published) in The Australian by 31/10/19.

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 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. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian.
6. **Draw:**
  - a) The draw will take place at Plexus, Level 4, 411 Collins St, Melbourne VIC 3000, Australia at 02:00 pm AEST on 16/07/19 using computerised random selection.
    - i) The first six (6) valid entries drawn will be the winners of the prizes specified in the Schedule above.
  - b) The highest value prize will be drawn first, and the other minor prizes will be drawn in descending order of number and value.
  - c) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
  - d) 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.
7. All reasonable attempts will be made to contact each winner.
8. 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.
9. 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.
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. No entry fee is charged by the Promoter to enter the Promotion.
12. 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.
13. 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 <https://up.com.au/privacy/>. 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. The Promoter may transfer entrants' personal information to countries specified in the Promoter's privacy policy.
14. 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.
  15. It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
  16. 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).
  17. 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.
  18. 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.
  19. 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.
  20. 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).
  21. 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.
  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. TP19/03489, NSW Permit No. LTPS/19/35142 and SA Permit No. T19/908.