

## Adam & Ed's \$10K Giveaway

### Terms and Conditions

#### Participation

1. The Promotion is called “*Adam & Ed's \$10K Giveaway*” (“**Promotion**”).
2. The Promoter is Heritage and People's Choice Ltd trading as People First Bank (“**People First Bank**”), ABN 11 087 651 125, Australian Financial Services Licence Number 244310 of 50 Flinders Street, Adelaide SA, 5000, phone: 13 11 82 (“**we**”, “**us**”, “**our**” or “**Promoter**”).
3. By entering this Promotion, each Entrant (“**you**”) agrees that the laws of South Australia apply to the conduct of the Promotion and the construction of these terms and conditions.
4. By entering this Promotion, Entrants accept and agree to abide by these Terms and Conditions of entry (“**Terms and Conditions**”). All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.
5. The Promotion is conducted in all Australian states and territories. The Promotion is authorised under the following permits: SA: T24/918, ACT: TP 24/01179, NSW: TP/00079
6. The Promotion is conducted in accordance with the legislation applying to promotions of this type in each State and Territory in which it is conducted.
7. The Promotion period commences at 10:00am (ACST) on Monday 8<sup>th</sup> July 2024 and closes at 5:00pm (ACST) on Friday 26<sup>th</sup> July 2024 (“**Promotion Period**”).

#### Eligible Entrant

8. The Promotion is only open to individuals, during the Promotion Period, who:
  - a. are Australian residents;
  - b. are aged 18 years or over during the time of the Promotion;
  - c. are not office holders, employees or contractors of:
    - i. Heritage and People's Choice Ltd; or
    - ii. any agencies or companies associated with the Prize; and
    - iii. including their immediate family members (“immediate family member” means any of the following: spouse, ex-spouse child or step-child (whether natural or by adoption), parent, step-parent);
  - d. provide accurate and truthful answers to the Promotion entry form's questions, including their:
    - i. first name;
    - ii. last name;
    - iii. email address;
    - iv. contact phone number;
    - v. post code; and
    - vi. any additional information sought.
  - e. agree to accept the Promotion's Terms and Conditions; and
  - f. agree to receive marketing from Heritage and People's Choice Limited, including product offers and information from the retail brands of Heritage and People's

(referred to as an '**Eligible Entrant**').

### **Entry**

9. An Eligible Entrant must complete the Promotion's entry form available at [www.peopleschoice.com.au/adam-ed-10k-giveaway-2024](http://www.peopleschoice.com.au/adam-ed-10k-giveaway-2024) to enter the Promotion.
10. Entry into this Promotion is free for an Eligible Entrant.
11. An Eligible Entrant is only permitted to enter one (1) time into the Promotion. If multiple entries are received, only the first entry of the Eligible Entrant will be entered into the draw.
12. All Eligible Entrants have an equal chance of winning the Prize.
13. Completed entry forms must be received by the Promoter during the Promotion Period.
14. If there is a question that arises about whether an Eligible Entrant's entry into the Promotion is valid, this will be determined by the Promoter in its absolute discretion.
15. The Promoter reserves the right, at any time during the Promotion, to verify the validity of the Entries and Entrants and may disqualify:
  - a. any Entrant who has acted not in accordance with these Terms and Conditions; or
  - b. any Entrant who has tampered with the Entry process (including, but not limited to, tampering by use of automated Entry software or techniques).

### **Draw and Prizes**

16. There will be only one (1) main Prize drawn in this Promotion and only one (1) Prize Winner in this Promotion.
17. The first valid entry drawn by an electronic random number generator at 11:00am (ACST) on Thursday 8<sup>th</sup> August 2024 at 50 Flinders Street, Adelaide, SA 5000 ('**Draw**') will win the Prize ('**Prize Winner**').
18. Where an entry is deemed invalid (at the absolute discretion of People First Bank, but acting reasonably), that entry will be disregarded, and the Prize will be awarded by drawing the next valid entry in accordance with these Terms and Conditions. The allocation of the Prize to the Winner is final and People's Choice will not enter into any correspondence in relation to the Prize or the Promotion.
19. The Prize consists of:
  - a. one (1) cash prize of AU\$10,000; and
  - b. one (1) AFL Western Bulldogs guernsey signed by the players of the 2024 AFL Western Bulldogs team (valued at \$500 RRP).(collectively, the '**Prize**').
20. The Promoter will notify the Prize Winner that they have won the Prize via email within two (2) business days after the Draw via the Prize Winner's email address retained from the completed Promotion entry form, outlining how the Prize is to be redeemed.
21. The Prize Winner's details, including initial of their first name, last name and their postcode, will also be published on the Promoter's website [peopleschoice.com.au](http://peopleschoice.com.au) on Monday, 12<sup>th</sup> August 2024 for a minimum period of 28 days.
22. The Prize must be claimed by the Prize Winner within two (2) weeks of the Prize Winner being notified.
23. Once the Prize has been claimed, the cash component of the Prize will be deposited into the Prize Winner's nominated bank account on Thursday 15<sup>th</sup> August 2024 by 5.00pm (ACST).

24. If the Prize has not been claimed by the Prize Winner within the specified two (2) week period, the Promoter will redraw a new Prize Winner ('Redraw').
25. The Redraw will be conducted in the same manner as the Draw, on Tuesday 27<sup>th</sup> August 2024 at 11:00am (ACST) at 50 Flinders Street, Adelaide SA 5000.
26. The Redraw Prize Winner will be contacted in the same manner as the Draw's Prize Winner.
27. Details of the Redraw Prize Winner will be published in the same manner as the Draw Prize Winner.
28. The Promoter may request the Prize Winner (and/or the Redraw Prize Winner) to provide proof of identity and their residency when collecting the Prize. Identification considered suitable for verification is at the sole discretion of the Promoter.
29. By accepting the Prize, the Prize Winner agrees to participate in the Promoter's marketing and advertising activities relating to the Promotion (such as publicity), including their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in promotional material in any form of media at any time without notification or compensation, financial or otherwise.
30. The issuer of the Prize is the Promoter. The Prize is non-transferable, non-refundable, non-exchangeable, non-replaceable and non-redeemable for another Prize, except at the Promoter's discretion and subject to relevant State/Territory legislation. A Prize Winner is not entitled to any difference between the value of a Prize (at the time the Prize is awarded) and the recommended retail price (if any).

### **General**

31. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the People First Bank (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury or death; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the competition or accepting or using the prize. In addition, the Promoter is not liable for any additional costs associated with the taking by a winner of the Prize and any expense incurred beyond the specified Prize will be the responsibility of the winner.
32. Failure by the Promoter to enforce any of its rights at any stage of the Promotion does not constitute a waiver of these rights.
33. The Promoter's decision is final in relation to all matters in this Promotion and no correspondence will be entered into.
34. The Promoter accepts no responsibility for any tax implications that may arise from the Promotion or the payment of the Prize to the Prize Winner. The Prize Winner should seek their own independent advice in this regard.
35. Heritage and People's Choice Limited ABN 11 087 651 125 (HPC) trading as People First Bank deals with your personal information collected via this Promotion in accordance with the People's Choice Privacy Policy (the **Privacy Policy**) in the same way as HPC trading as People's Choice Credit Union. Any reference in the Privacy Policy to HPC means HPC trading as Heritage Bank and/or People's Choice Credit Union and/or People First Bank (as the case may be). HPC trading as People First Bank collects personal information from you and from third parties. Unless you ask us not to, we may also use your information for keeping you informed about products and services issued or distributed by HPC under its brands or its third party partners. We may disclose your personal information across all HPC brands and to other organisations including

HPC's external service providers and partners. We currently share limited personal information with organisations that are located in the Philippines, India, Ireland, the United Kingdom, China, countries within the European Union, New Zealand, Canada, South Africa, Singapore, Japan, Malaysia, Hong Kong, Costa Rica, the United States of America, and such other countries we may disclose to you from time to time. The Privacy Policy (accessible at <https://www.peopleschoicecu.com.au/legal/privacy/>) contains more information on how to access the personal information People First Bank holds about you, to seek its correction, or to make a complaint related to the Privacy Act and Australian Privacy Principles and how we will deal with that complaint and how HPC will deal with such a complaint. Contact us at The Privacy Office People First Bank, GPO Box 1942, Adelaide S.A. 5001, via phone on 131182, or email [feedback@heritage.com.au](mailto:feedback@heritage.com.au).

36. Entrants agree and consent to the Promoter using and disclosing the Entrant's personal information for the purposes of conducting the Promotion, awarding the Prize and any other matter connected to, or incidental to, the Promotion.
37. Entrants agree and consent to the Promoter and any related companies using and disclosing the Entrant's personal information to advise. Entrants from time to time about news, offers, products and services they might be interested in (by any medium, including telephone, email, mail, SMS or online marketing). Entrants consent to the:
  - a) use and disclosure of their personal information in order to undertake direct marketing by us of offers, services and products of Heritage and People's Choice Limited trading as Heritage Bank and/or People's Choice Credit Union and/or People First Bank (as the case may be) and other third parties which they may be interested in, subject to applicable laws;
  - b) use and disclosure of their personal information in order to undertake direct marketing promoting the Promotion and future promotions run by us, subject to applicable laws.Entrants may unsubscribe from marketing communications at any time using information contained in a marketing message or by making this request by contacting us on 13 11 82.
38. If for any reason this Promotion is not capable of proceeding in the manner described in these Terms and Conditions, including but not limited to fraud, natural disasters or causes beyond the control of the Promoter, or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the Promotion, at any time, subject to any directions from a regulatory authority. These Terms and Conditions are subject to change without notice and only for the purpose of its legitimate interests. People First Bank reserves the right to, at any time, withdraw, vary or extend the Promotion, or otherwise vary or amend these Terms and Conditions without notice, subject to any applicable laws.
39. The Promotion is not sponsored, endorsed or administered by, or associated with, Facebook or any other social media platform ('**Social Media**'). Participants understand and agree that they are providing their information to the Promoter and not to Social Media. By entering this Promotion, each Participant releases any Social Media from any action or claim arising out of the Promotion. Any questions, comments or complaints regarding this Promotion must be directed to the Promoter, not Social Media. At all times, Participants agree to act in accordance with the relevant Social Media Terms of Use, including without limitation, the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php), and other related policies.
40. All entries become the property of People First Bank.