

## CUSCAL'S "THE WINNING WAY TO PAY" PROMOTION

### TERMS AND CONDITIONS

Participation in the Cuscal's "The Winning Way To Pay" Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. The promoter is Cuscal Limited (ABN 95 087 822 455) of Level 2, 1 Margaret Street, Sydney NSW 2000 ("**Promoter**").

NSW Permit No. **TP/02501**. ACT Permit No. **TP23/ 00344** SA Permit No. *To be updated*.

1. The Promotion commences on 1 March 2023 and closes at 11:59pm AEDT on 30 April 2023 ("**Promotional Period**").
2. Entry is only open to Australian residents aged 18 years or over who hold a valid personal Visa card issued by a Participating Financial Institution. Winners' companions may be under the age of 18 years.
3. Employees (and their immediate families) of the Promoter, Participating Financial Institutions and agencies associated with this Promotion are ineligible to enter. 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 1st cousin.
4. To receive one (1) automatic entry into the draw, eligible individuals must complete five (5) separate transactions of over \$20 using their Visa debit card during the Promotional Period and these transactions must be settled within 14 days (each a "**Qualifying Transaction**").
5. Multiple entries permitted. Eligible individuals will receive one (1) entry for every five (5) Qualifying Transactions made during the Promotional Period. For clarity, if an individual makes ten (10) Qualifying Transactions during the Promotional Period, the individual will receive two (2) automatic entries into the draw.
6. Only one (1) prize is permitted per person (excluding SA residents).
7. Incomplete transactions and transactions that are reversed or cancelled will be ineligible for entry.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual 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 the promotion. Errors and omissions may be accepted at the Promoter's 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.
9. 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.
10. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza 210 Central Coast Highway, Erina NSW 2250 on 30 May 2023 at 14:00. The Promoter may draw additional

reserve entries and record them in order in case an invalid or ineligible entrant is drawn. Winners will be notified by telephone and email within two (2) business days of the draw, and their names will be published online at [www.cuscal.com.au](http://www.cuscal.com.au) from 1 June 2023.

11. The Promoter's decision is final and no correspondence will be entered into.
12. The first ten (10) valid entries drawn will win each win a trip for two (2) people to the 2023 FIFA Women's World Cup ("**Tournament**"), up to \$16,982 each and consisting of:
  - Category A Double passes to three (3) Matilda's FWWC Group matches in Sydney, Brisbane and Melbourne:
    - o Match 2: Australia vs. Ireland, Thursday 20 July, Stadium Australia, Sydney, 8pm Local;
    - o Match 22: Australia vs. Nigeria, Thursday 27 July, Brisbane Stadium, 8pm Local; and
    - o Match 35: Canada vs. Australia, Monday 31 July, Melbourne Rectangular Stadium, 8pm Local,
  - Attendance at one warm up tour event, to the extent such event is available; Return domestic economy flights from the winners' nearest capital city to each Matilda's FWWC Group match (to the extent required);
  - One (1) night accommodation in Sydney, Brisbane and Melbourne on the day of the match, minimum 4\* and breakfast included; and
  - Visa and FIFA branded Merchandise.
13. Spending money, meals (other than the included breakfast at the hotel), insurance, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the 2023 FIFA Women's World Cup even with flights departing from 20 July 2023 and is subject to booking and flight availability.
14. The winners and their companions must depart and return to the same departure point and travel together.
15. Itinerary to be determined by the Promoter in its absolute discretion.
16. Frequent flyer points will not form part of the prize.
17. The winners may be required to present their credit card at the time of accommodation check in.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
19. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. The total prize pool value is AU\$169,820. Prizes are not transferable or exchangeable and cannot be taken as cash.
21. If for any reason a prize remains unclaimed by 8am on 8 June 2023, the prize will be forfeited and a re-draw will take place at 2pm on 8 June 2023 at the same place as the original draw, subject to any directions from a regulatory authority. Winners (if any) will

be notified by telephone within two (2) business days of the re-draw and in writing, and their name/s will be published online at <https://www.cuscal.com.au> from 11 June. If an unclaimed prize draw winner does not take their prize by the time specified by the Promoter, then the prize will be forfeited.

22. Entrants consent 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.
23. 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, cancellation of the Tournament, postponement of the Tournament or any of the matches in the Tournament, cancellation or postponement of any of the experiences provided by a third party, any cancellation, suspension, delay, postponement or material change (including, but not limited to, changing to no spectators, reduced spectators, domestic spectators only) of the Tournament (or any part thereof) for any reason, any failure or inability by a winner to attend the Tournament (or any part thereof) or enjoy the benefit of the prizes for any reason, 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.
24. 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 (including its respective officers, employees and agents) 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 the promotion.
25. 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 the following; (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 the winner or entrant; or (f) attendance at the prize events.
26. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
27. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to

agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.cuscalpayments.com.au/privacy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

28. As a condition of accepting the prize, winners 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.
29. If any of these clauses should be determined to be illegal, invalid, or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.
30. These Terms and Conditions (and any non-contractual disputes/claims which arise out of or in connection with them) will be governed by the relevant local courts who shall have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms and Conditions.

### **PARTICIPATING FINANCIAL INSTITUTIONS**

Illawarra Credit Union  
Central Murray Credit Union  
The Macarthur Credit Union  
Horizon Bank  
Credit Union SA  
Broken Hill Community Credit Union  
Northern Inland Credit Union

Geelong Bank  
Great Southern Bank (GSB)  
People's Choice Credit Union  
Beyond Bank  
Central West Credit Union  
Australian Mutual Bank  
Teachers Mutual Bank

Woolworths Team Bank  
MyState Bank  
Defence Bank  
Police Credit Union  
First Option Bank  
Fire Service Credit Union