

**TERMS AND CONDITIONS
WINTER CHQ, SAV & WIN PROMOTION**

1. Information on how to enter the Winter CHQ, SAV & WIN Promotion (“**Promotion**”) forms part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.

PROMOTER

2. The Promoter is eftpos Payments Australia Limited ABN 37 136 180 366 trading as eftpos, of Level 11, 45 Clarence St, Sydney NSW 2000 (“**Promoter**”).

PROMOTION PERIOD

3. The Promotion commences at 9.00am (AEST) on Friday 30 June 2017 and closes at 5:00pm (AEST) on Friday 28 July 2017 (“**Promotion Period**”).

ELIBILITY TO ENTER

4. Entry is open to Australian residents over the age of 18 (“**Eligible Entrants**”), excluding Ineligible Entrants. Ineligible Entrants are:
 - a. Employees (and their immediate family members) of the Promoter, or any related body corporate of the Promoter, as well as any agency associated with this Promotion, or
 - b. Australian residents domiciled outside of Australia; or
 - c. An entrant who is unable to provide a valid, legible receipt, of a valid purchase using eftpos CHQ or SAV during the Promotion period (“**eftpos Transaction**”).

For clarity, immediate family members mean any of the following: spouse, ex-spouse, de-facto, ex-de-facto, 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 first cousin.

HOW TO ENTER

5. To enter the Promotion, Eligible Entrants must:
 - a. Complete an eftpos CHQ or SAV Transaction on an EFTPOS terminal at any participating Australian merchant
 - i. during the period between 9.00am (AEST) 23 June 2017 to 8:59am (AEST) 30 June 2017; or
 - ii. during the Promotion Period; and
 - b. Retain the receipt from the eftpos Transaction showing CHQ or SAV was used (this must be produced to claim a prize); and
 - c. Visit eftposWIN.com.au and complete all mandatory fields, including full name, email address and upload a picture of a receipt clearly showing the receipt was for an eftpos CHQ or SAV transaction.
6. Eligible Entrants are allowed to submit multiple entries. Each entry must be accompanied by a unique receipt, which is only valid for one entry (ie. each entry must have a different receipt which can only be used against one Eligible Entry and cannot be used by more than one Eligible Entrant). Each Eligible Entrant may, during the Promotion Period:
 - a. win one (1) daily Win prize (“**Daily Win Prize Winner**”) per day, to a maximum of three times throughout the Promotion Period, provided their entry is not fraudulent or otherwise not in accordance with these Terms and Conditions, including the requirement for a unique eftpos Transaction accompanying each new entry under clause 5 and 6; or
 - b. one (1) grand prize (“**Grand Prize Winner**”).

For clarity, and notwithstanding remaining terms of these Terms and Conditions, a fraudulent entry may include though is not limited to, using the same receipt for multiple entries whether by the same individual or others, or any other acts which would reasonably be deemed as fraudulently or deceptively lodging an entry.

7. Eligible Entrants will be prompted, following submission in accordance with clause 5, to 'share' a unique URL with friends and family, who must also be deemed and Eligible Entrant in accordance with these Terms and Conditions (**Subsequent Eligible Entrants**). For each Subsequent Eligible Entrant that enters an eligible entry in the Promotion (in accordance with these Terms and Conditions) at the unique URL (**Subsequent Entrant**), the initial Eligible Entrant will receive one (1) additional entry in the Promotion. For clarity:
 - a. there is no requirement for the Eligible Entrant to 'share' the URL;
 - b. the Eligible Entrant may 'share' the unique URL with as many Subsequent Eligible Entrants as they wish;
 - c. the initial Eligible Entrant will receive an additional entry in the Promotion for each Subsequent Entrant; and
 - d. a Subsequent Entrant will receive a new unique URL to 'share'.
8. Entries are deemed to be received at the time of successfully submitting their information in accordance with clause 5 and 6. All times are assessed in accordance with AEST.
9. Subject to the other terms of these Terms and Conditions, only entries entered via eftposWIN.com or a unique URL provided by the Promotor during the Promotion Period are valid.
10. No responsibility is accepted for entries not received by the Promoter and all incomplete, indecipherable, fraudulent, deceptive or offensive entries will be deemed invalid.
11. Any cost accrued by the entrant which is associated with uploading the entry (such as data usage) is the entrant's responsibility and is dependent on the Internet service provider used.

JUDGING / DRAWING

12. Daily Win Prize Winners and the Grand Prize Winner will be drawn at random via computer generated selection.
13. If an Eligible Entrant is randomly drawn in the Daily Prize Draw twice on the same day, that Eligible Entrant is only eligible for one Daily Win Prize. For clarity, a Daily Win Prize Winner may also be a Grand Prize Winner.
14. Eligible Daily Win Prize Winners will be notified via electronically distributed mail to the contact information provided in clause 5, no later than 5:00pm AEST on the day of the win, each day during the Promotion Period.
15. The Eligible Grand Prize Winner will be drawn on Friday 28 July 2017 no later than 5:00pm and subject to the Promotor possessing a valid mobile number for the winner, called directly using the contact information provided in clause 5, no later than 5:00pm AEST on Tuesday 1 August 2017.
16. Winners consent to eftpos publishing their names, as Daily Win Prize Winners, on eftposWIN.com.au during the Promotion Period. Grand Prize Winner will be published, following the draw on www.facebook.com/eftposaustralia/.
17. For clarity, all winners will be notified directly by, at the latest, Saturday 5 August 2017.
18. Daily Win Prize Winners will be required to upload an easily recognisable and legible picture of the receipt used as the basis of entry into the competition when prompted. Following notification of a win, Daily Win Prize Winners will move to a validation window that will require delivery address, mobile number and a requirement to upload a recognisable and legible photo of the receipt of their eftpos SAV or CHQ Transaction.
19. The Grand Prize Winner will be required to upload an easily recognisable and legible picture of the receipt used as the basis of entry into the competition when prompted. Following notification of a win, Grand Prize Winner will move to a validation window that will require delivery address, mobile number and a requirement to upload a recognisable and legible photo of the receipt of their eftpos SAV or CHQ Transaction
20. The judges' decision is final and no correspondence will be entered into.

PRIZES

21. "Daily Win Prize" - There are a total of four hundred and fifty (450), \$100 pre-paid eftpos cards to be delivered via express post at the cost of the Promoter to each of the Daily Win Prize Winners.
22. "Grand Prize" - There is a total of \$5,000 in pre-paid eftpos cards (provided by way of 5 x \$1,000 cards) to be delivered via registered post at the cost of the Promoter to the Grand Prize Winner.
23. The use of the cards detailed in clause 21 and 22 above, is subject to terms and conditions, available at <http://www.giftcardplanet.com.au/eftpos-cardholder-terms>. In accordance with those terms, the card must be activated within three (3) months as of the day the Daily Win Prize or Grand Prize is won.
24. Winners as provided in clause 14 and 15 above, shall receive their Prize(s) within two (2) months of the Promoter receiving a valid mailing address from the winner.
25. The total value of the prize pool is \$50,000 AUD.
26. The Promoter accepts no responsibility for any transaction that occurs once the prize is delivered. Winners should read the terms and conditions of prize use at: <http://www.giftcardplanet.com.au/eftpos-cardholder-terms>.
27. All prize items are valued in Australian dollars and are inclusive of GST. Subject to the terms of the cards, none of the prizes are transferable, exchangeable or redeemable for cash. Any taxes (other than GST, if any) which may be payable as a consequence of a Winner receiving the prize are the sole responsibility of the Winners.
28. If a Daily Win Prize Winner or the Grand Prize Winner is not home to receive the registered post and does not (directly or through an agent) collect the prize from their closest Australia Post Office as provided by Australia Post, the prize will be forfeited and returned to the Promoter, and clause 31 of these Terms and Condition will be invoked.
29. The prize awarded may not be exactly as illustrated in displays or marketing for the Promotion.
30. As a condition of accepting a prize, each winner (and his/her companions) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion

UNCLAIMED PRIZE

31. Claiming of the drawn prize is the entire responsibility of the winning entrant and not the Promoter. Should the gift card be undeliverable to the provided address, or not retrieved from the specified location the gift card will be returned to the Promoter where a runner-up entry will be drawn within 3 months of the initial draw date based on the process outlined in Clause 12. For clarity, the Winner of the redraw will be issued with a new pre-paid eftpos card.

CONSENT

32. Details from all entries, including personal information provided by entrants for the purposes of entry will be collected and used for the purposes of conducting this Promotion (which may include disclosure to third parties located in Australia for the purpose of processing and conducting the Promotion). By entering this Promotion, entrants consent to the use of their information as described. If any Entrant's contact information is not provided, the Promoter will not be able to reward the Entrant should they be randomly drawn. Entrants may seek access or change to their personal information collected through entry or raise a complaint about the Promoter's personal information handling practices by contacting privacy@eftposaustralia.com.au or by calling us on (02) 8270 1800 or writing to or visiting the Promoter at the above address. You will have to provide proof of your identity when requesting access to personal information. Where a complaint is raised, the Promoter will do their best to resolve that complaint as soon as possible and will, in any event, initially respond to a complaint within 5 business days of receipt of a complaint. If you are not satisfied with the Promoter's response to your complaint, you can refer the matters to Office of Australia Information Commissioner at GPO Box 5218, Sydney NSW 2001 - Facsimile +61 2 9284 9666 or by following the procedure at www.oaic.gov.au.

33. Eligible Entrants consent to any information provided in your entry and any material produced as a result of your entry (including personal information), being collected and used for any and all ongoing marketing initiatives the Promoter deems appropriate across all the Promoter's marketing activities.
34. Eligible Entrants understand that they can unsubscribe to receipt of such marketing material at any time by using the unsubscribe facility on the bottom of the marketing material, by emailing info@eftposaustralia.com.au or by clicking here: <https://www.eftposaustralia.com.au/contact-us/>
35. The Promoter's privacy policy is available at www.eftposaustralia.com.au.

GENERAL

36. The Promoter assumes no responsibility for, and the entrant releases the Promoter from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the entrant's participation in this Promotion or the conduct of the promotion generally or as a direct or indirect result of an entrant's error, any technical problem of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the entrant or associated with the equipment or programming used in the conduct of this promotion. If, because of any such problem, this Promotion is not able to be conducted as planned and/or the Promotion's administration, security, fairness or integrity are compromised or affected, the Promoter may (subject to any directions given by any relevant authority) cancel, terminate, modify or suspend the Promotion and/or disqualify any entrant involved in interfering or tampering with the conduct of this Promotion in any way. All entrants participating in the Promotion at the point of termination, modification or suspension of the Promotion will be notified by the Promoter in writing. In the event of modification or suspension of the Promotion, the entrant may choose to terminate their participation in the Promotion at no cost.
37. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who the Promoter believes has either tampered with the entry process, has submitted an entry that is not in accordance with these Terms and Conditions, is fraudulent, duplicate or deceptive or is unable to produce a valid, easily recognisable and legible receipt of a purchase using eftpos CHQ or SAV during the Promotion Period.
38. Entrants agree that the information that they submit is accurate, complete and up to date. The Promoter shall remove entries if they are deemed to violate these terms and no correspondence will be entered into. The Entrant agrees to fully indemnify and hold harmless the Promoter from any claim, damages or expenses brought by any third party against the Promoter or its affiliates due to, or arising from, the Entrant's conduct in connection with this Promotion.
39. These terms and conditions do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees as provided under the Competition and Consumer Act 2010, or any other warranties (whether express or implied) under any state legislation which cannot be excluded.
40. Except for any liability that cannot by law be excluded, 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.
41. The Promoter accepts no responsibility for any tax implications that may arise from winning of the prize. Independent financial and tax advice should be sought by Eligible Entrants if required.
42. All entries are final at the end of the Promotion Period.
43. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.)
44. This competition shall be governed in accordance with the laws of the Commonwealth of Australia, New South Wales and the Courts of New South Wales.

This is a lottery promotion and winners are drawn at random. The relevant permits will be purchased in each state according to the independent state's lottery permit requirements. Permit numbers are as follows:

NSW LTPS/17/15007
ACT TP17/01121
SA T17/1067