

Conditions of entry

Information on how to enter this promotion forms part of these Conditions of Entry. Entries not made in accordance with the Conditions of Entry will not be accepted.

Section 1: General information

1. The promoter is Bendigo and Adelaide Bank Limited ABN 11 068 049 178, The Bendigo Centre, Bendigo VIC 3550. AFSL 237879.
2. Competition Permit numbers: ACT:TP 10/00644.1 NSW: LTPS/10/01452 SA: T10/342 VIC: 10/589
3. The promotion will commence at 12.01am on 1 March 2010 and will close at 11:59pm on 30 April 2010. All times recorded throughout these Conditions of Entry are Victorian Time.
4. A qualifying transaction ('purchase') means any MasterCard (excludes MasterCard business cardholders) transactions made (a) using an approved Bendigo Bank MasterCard for any Australian or overseas transaction (b) by pressing the 'credit' button at the merchant terminal in Australia (overseas transactions will be directed to credit automatically). The following transactions are not qualifying transactions (i) a transaction which has been reversed or cancelled within seven days of being posted to your Bendigo Bank MasterCard account and (ii) Bendigo Bank MasterCard cash advances and ATM withdrawals.

Section 2: Eligibility

5. To be eligible to enter the promotion you must:
 - Be above 18 years of age;
 - Be a natural person and not a company or other corporate entity;
 - Have a residential or principal address in Australia excluding Norfolk Island, Christmas Island and the Cocos (Keeling) Islands
 - Be an individual holding a Bendigo Bank MasterCard Credit Card; and
 - Be the principal cardholder (ie you must be the person liable to settle the qualifying transaction charged to your Bendigo Bank MasterCard).
6. Notwithstanding Clause 4 above, you are not eligible to enter the promotion if you are an employee of the Promoter, a **Community Bank**[®] branch of Bendigo Bank or a Bendigo Bank Business MasterCard customer or the Bendigo MasterCard used is cancelled, closed, suspended or in default at the time of the draw or payment of Prize.

Section 3: Promotion

7. The promotion consists of 1 prize draw.
8. Subject to you being an eligible person as described in Section 2, you may enter the Promotion by making a qualifying transaction (\$1 minimum purchase required) during the promotion period. Each qualifying transaction automatically qualifies you for one entry into the prize draw.
9. The Prize Draws will be conducted at The Bendigo Centre, Bendigo VIC 3550 on the following date at 12 noon by a representative of the Promoter:
 - 7 May 2010 for qualifying transactions made between 12.01am on 1 March and 11:59pm on 30 April 2010.

Section 4: Determination of prize winners and details of prize

10. There are 6 Prizes to be awarded in this Promotion.
 - **First prize:** Return economy flights for two adults from the winner's closest capital city to Auckland, New Zealand including airport transfers, 5 day tour with Value Tours for two people to the Bay of Islands, New Zealand, 4 nights accommodation on a twin/double share basis capped at AUD \$5,110 dependent on city of departure and date of travel.
 - **Second prize:** Create a short break to the value of \$1,000 with Travel Easy. Can include accommodation, meals or entertainment.
 - **Third prize:** 4 x Travel Easy Vouchers valued at \$250 each.
 - All prizes are issued by Travel Easy Holidays Pty Ltd (ABN: 47 101 422 468) is a licensed travel agency based in Queensland Australia (TA Licence # 1827) and is a full member of the Australian Federation of Travel Agents and the Travel Compensation Fund. Telephone 1300 553358 or 07 3300 2078 Fax: 07 3300 2046, Email: admin@traveleasyholidays.com. www.traveleasyholidays.com
11. The total prizes awarded during the Promotion are valued at AUD \$7,110.

12. The Prizes are subject to the following conditions:

- Prizes or any portion of a prize cannot be exchanged or transferred (whether separately or collectively) and cannot be taken as cash, unless stipulated otherwise.
- If a Prize or receipt of it incurs a tax liability, the prize winner is liable for payment of such tax.
- The prize must be redeemed by the 31 December 2010
- The conditions set out in Clause 14.

Section 5: Prize winners

If you win a prize the clauses in this section apply to you.

13. Each prize winner's name will be published in the Public Notices section of *The Australian* on 13 May 2010.

14. If your name is drawn as a prize winner you will be contacted by telephone and in writing. The Promoter will contact you to:

- Notify you that you are a prize winner subject to confirmation that you are eligible to receive the prize in this promotion under the Conditions of Entry.
- Confirm whether you wish to claim the prize.
- And confirm your Bendigo Bank MasterCard account details for deposit of the prize.

If you confirm that you wish to claim the Prize, the Prize will be awarded to the Bendigo Bank MasterCard account that made the winning qualifying transaction.

15. For any prizes not claimed by 9 August 2010 the Promoter will conduct a further draw at The Bendigo Centre, Bendigo VIC 3550 on 10 August 2010 at 12 noon. The first valid entries drawn up to the number of unclaimed prizes available will be awarded the unclaimed prizes.

16. The Promoter will contact and verify the redraw prize winner/s in the manner set out in Clause 14. Only if a prize winner from the redraw is eligible will his/her name be published in *The Australian* on 13 August 2010. In the event that any redrawn prize winner is not eligible, the Promoter will conduct a further redraw until all prizes have been awarded (subject to any further regulatory directions).

17. In accepting a prize awarded in this promotion, you agree to participate in any publicity arrangements made by or on behalf of the Promoter. You further acknowledge that the Promoter reserves the right to use your name photograph and address for future promotional or publicity activity without any payment being made to you.

Section 6: General conditions

This section applies to you, whether you are an entrant to the Promotion or a prize winner.

18. The Promoter will not be responsible for any delayed, lost, misdirected mail on any other communication, nor will it be responsible for any variations to any of the prizes outside of the control of and as provided by Travel Easy Holidays Pty Ltd.

19. To the fullest extent permissible by law, you agree to release the Promoter from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by you in connection with your participation in the Promotion and, if you are a prize winner, your use of the prize. Except for any liability that cannot be excluded by law, the Promoter and coordinator (including their respective officers, employees and agents) exclude 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, including, but not limited to, where arising 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; or (d) use of a Prize.

20. The Promoter will not be responsible for any act, omission, failure or delay by the Promoter which is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts which are not reasonably within the control of the Promoter.

21. In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.

22. During the course of the promotion, the Promoter may collect your personal information (including your name, address and telephone number). This will be collected so the Promoter is able to conduct the prize draws, to publish the results of the Promotion, to publicise the Promotion, and if

you are a prize winner, to contact you and/or arrange for you to receive your prize. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter.

23. The Promoter may be contacted by calling 1300 366 666.