

## “Sign Up to Sign Off” AMP Bank Competition 2024

### GAME OF CHANCE - Trade Promotion Lottery

#### **TERMS AND CONDITIONS**

1. Participation/entry in this promotion is deemed acceptance of these terms and conditions (**Terms and Conditions**).

#### **The Promoter**

2. The promoter of this promotion is AMP Bank Limited ABN 15 081 596 009 of Quay Quarter Tower, Level 25, 50 Bridge Street, Sydney NSW 2000 who can be contacted on 133 888 (**Promoter**). The Promoter means the Promoter or any of its related bodies corporate.

#### **Who can enter?**

3. An Eligible Person is a resident of Australia aged 18 years and over (**Eligible Person**). Subject to the Terms and Conditions set out below, any Eligible Person will be eligible to enter the draw.
4. The directors, officers and employees (and their immediate families) of the Promoter (and its related bodies corporate), are ineligible to enter this draw. The directors, officers, and employees (and their immediate families) of contractors, suppliers and agencies who are associated with the promotion, draw or competition are also ineligible to enter. Immediate family means spouse, de-facto partner, parent, sibling or child and includes natural, step or by adoption.
5. The Eligible Person is subject to the Terms and Conditions set out below.

#### **The prizes**

6. There will be a total of 304 prize winners. Four (4) major prize (**Major Prize**) winners and Three Hundred (300) minor prize (**Minor Prize**) winners.
7. Each Major Prize winner will receive the following prize:

<b>Major Prize</b>	<b>Full Details</b>	<b>Prize Value</b>
<b>Four (4) x Prizes</b>	\$5,000 transferred into the Major Prize winner's personal AMP Bank Everyday Account or business AMP Bank Everyday Business Account. If the nominated winner does not have an AMP Bank Everyday or AMP Bank Everyday Business account, an AMP Bank Everyday or AMP Bank Everyday Business account will need to be set up for the Major Prize funds to be transferred to that respective account. If the nominated winner is unable to set up an AMP Bank Everyday or AMP Bank Everyday Business account, an alternative AMP Bank account may be opened for the purposes of this Competition. Relevant account terms and conditions apply.	\$5,000.00
	<b>TOTAL MAJOR PRIZE POOL VALUE</b>	<b>\$20,000.00</b>

Each Minor Prize winner will receive the following prize:

Minor Prize	Full Details	Prize Value
Three Hundred (300) x Prizes	\$100.00 Digital Prepaid Mastercard	\$100.00
	<b>TOTAL MINOR PRIZE POOL VALUE</b>	<b>\$30,000.00</b>

8. The maximum prize value for each Major Prize is \$5,000 and the maximum value for each Minor Prize is \$100.00.
9. Total maximum prize pool value is **\$50,000.00**.
10. The prizes are not funded out of the assets of any superannuation fund.
11. Prizes are not transferable or exchangeable and cannot be taken as cash, in accordance with these Terms and Conditions.
12. The Digital Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to a license by Mastercard. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. Redemption of the Digital Prepaid Mastercard is subject to the applicable terms and conditions, which can be found at <https://thecardnetwork.com.au/pages/terms-conditions>. Any ancillary costs associated with redeeming a Digital Prepaid Mastercard are not included. Any unused balance of a Digital Prepaid Mastercard will not be awarded as cash. Redemption of a Digital Prepaid Mastercard is subject to any terms and conditions of the issuer, such as the expiry date, including those specified on the Digital Prepaid Mastercard.
13. There may be tax implications of winning a prize and entrants need to seek their own advice about these implications.

## How to enter

14. The promotion commences at 09:30 AM Sydney time on 17 September 2024 and closes 11:59 PM Sydney time on 31 January 2025 (**Promotional Period**).
15. To enter, Eligible Persons must submit the form with their details, including but not limited to name, email and phone number and agree to the terms and conditions, during the Promotional Period (**Entry**).
16. Incomplete, indecipherable, or illegible entries will be deemed invalid.
17. Only one (1) Entry permitted per person.
18. Entrants can only win one (1) Minor Prize and one (1) Major Prize throughout the entire Competition Period.
19. Entries received in a given Promotional period are cumulative and entrants will be eligible for all minor prize draws, and all major prize draws.

### **Promoter's rights with respect to entries and entrants**

20. The Promoter reserves the right, at any time, to:
  - a) verify the validity of the Entry and the identity of entrants (including an entrant's name, age, email address and place of residence); and
  - b) to disqualify any entrant who:
    - (i) is not an Eligible Person;
    - (ii) submits an Entry that is not in accordance with these Terms and Conditions;
    - (iii) tampers with the entry process; and
  - c) accept in its absolute discretion any entries that contain errors or omissions.
21. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
  - a) to disqualify any entrant;

b) to disqualify any Entry; or

c) subject to any written directions from a regulatory authority, to take such steps as the Promoter considers reasonably necessary to address the interference or change of circumstances which may include modification, suspension, termination or cancellation of the Promotion.

22. 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.

23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

### Prize draw

24. All draws will take place at Creaa, 6/3 Central Ave, Thornleigh NSW 2120

25. The Prize Draws will take place on the dates stipulated in the table below

Prize Draw	Date and time of draw	Number of prize winners drawn
Minor Prize Draw 1	Tuesday 29 October 2024 at <b>11:00AM</b>	75
Minor Prize Draw 2	Tuesday 3 December 2024 at <b>11:00AM</b>	75
Minor Prize Draw 3	Tuesday 7 January 2025 at <b>11:00AM</b>	75
Minor Prize Draw 4	Tuesday 4 February 2025 at <b>11:00AM</b>	75
Major Prize Draw	Tuesday 4 February 2025 at <b>11:00AM</b>	4

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- a) The first 75 valid entries drawn in each of the minor prize draws will win One (1) \$100.00 Digital Prepaid Mastercard each; and
- b) The first 4 valid entries drawn in the major prize draw will win \$5,000 Cash each.

27. This Promotion is a game of chance, otherwise referred to as a Trade Promotion Lottery.

28. Prize winners will be personally notified within 14 working days of the draw via email with the contact details provided in the application, unless the winner is located in South Australia, in which case the winner will be personally notified within 7 working days of the draw via email with the contact details provided in the application.

29. Each Major prize winner (last name, first initial and postcode) will be published on <https://amp.com.au/sign-up-to-sign-off> within 30 working days of the draw.

30. The Promoter's decision in relation to any aspect of this Promotion including selection of prize winners is final and binding and no correspondence will be entered into in this regard.

31. By accepting the prize, a prize winner agrees to cooperate with the Promoter in regard to further promotion, marketing, publicity and feedback purposes. The Promoter may decide not to award the prize to a Winner, and to re-conduct the draw from the Entries, in the event a prize winner does not agree to the matters contained in this clause.

### **Unavailable and unclaimed prizes**

32. If any prize is unavailable due to any reason beyond the reasonable control of the Promoter, 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 approval by any relevant government authority.

33. If any prize is unclaimed by 3 months after the original draw date, [4 February 2025], a re-draw for the unclaimed Prize will take place on Wednesday 30 April 2025, at the same time of day and place as the original draw 11:00am Sydney time at 6/3 Central Ave, Thornleigh NSW 2120, subject to any directions from a regulatory authority. Winners will be contacted within 14 working days of the redraw being completed. If the winner is located in South Australia, they will be contacted within 7 working days of the redraw being completed. Winners will be contacted via their contact details on their application, and their name will be published on <https://amp.com.au/sign-up-to-sign-off>.
34. If for any reason this Promotion does not run as planned by the Promoter or is likely not to run as planned by the Promoter, the Promoter may take such steps as it considers reasonably necessary to manage the risks associated with the divergence which may include modification, suspension, termination or cancellation of the Promotion.

### **Privacy and Consent of the entrant**

35. Entrants consent to the Promoter using the entrant's Entry, name, likeness, image and/or voice (including photograph, film and/or recording of the same (where applicable)) in any media without remuneration for the purpose of promoting this Promotion (including any outcome), promoting future promotions of the Promoter (of any kind), promoting the Promoter and promoting any products manufactured, distributed and/or supplied by the Promoter.
36. Entrants acknowledge that they do not have any rights (including copyright) in their Entry (whole or in part) and the Promoter may reproduce, publish, distribute and use the Entry (whole or in part) including:

- a) in any and all media (including any articles, publications, materials or websites of the Promotor); and/or
- b) in the development of any products or services, that are now or in the future prepared or used by the Promotor. Entrants also voluntarily waive all moral rights they may have in the Entry (whole or in part). Alternatively, to the extent this is not possible, entrants consent to the Promotor not identifying the entrant as the author of the Entry, making any changes (material or otherwise) to the Entry and using the Entry, whether changes have been made or not, in the manner contemplated in these Terms and Conditions.

37. The Promoter will use the entrant's personal information to enter the entrant into the Promotion, to participate in the Promotion and for general marketing purposes. The personal information of the entrant may be shared with other companies within the AMP group (that is, the Promoter) and with local and overseas entities which provide the Promoter with administrative, financial, research or other services. A list of overseas countries where these entities are likely to be located can be found at [www.amp.com.au/privacy](http://www.amp.com.au/privacy). Entrants do not have to give the Promoter the information requested but if the entrant does not, the Promoter will not be able to enter the entrant into the Promotion. The entrant may request access at any time to personal information held by the Promoter about the entrant and ask the Promoter to correct it if the entrant believes it is incorrect or out of date.

38. Information provided will be subject to AMP's Privacy Policy. The AMP Privacy Policy [www.amp.com.au/privacy](http://www.amp.com.au/privacy) provides more information about how the Promoter manages and protects the personal information it holds about individuals. It sets out how the entrant can access and correct the information that the Promoter holds about the entrant, how the entrant may complain about a breach of privacy



and the Promoter's process for resolving privacy related enquiries and complaints.

39. The entrant is solely liable for the costs he or she incurs in entering the Promotion and claiming a prize.
40. This competition is in no way sponsored, endorsed or administered by, or associated with, Meta, TikTok, YouTube, LinkedIn, or any other social network. Entrants understand that they are providing their personal information to the Promoter and 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 competition must be directed to the Promoter.

### **No Liability of the Promoter**

41. Nothing in these conditions 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).
42. Neither the Promoter nor its officers, employees or agents are liable for:
- a) a personal injury or distress caused by the prizes; or
  - b) any loss, damage or expense (including loss of opportunity) suffered directly or indirectly as a result of entering or winning the Promotion, except for injury, loss, damage or expense caused by the fraud, gross negligence or breach of contract by the Promoter. The types of liabilities contemplated by the subparagraphs directly above include, but are not limited to, technical difficulties, equipment malfunction, theft, unauthorised access, an entry or prize claim which is late, lost, altered, damaged or misdirected due to an act or omission beyond the reasonable control of the Promoter or tax liability.

43. 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
44. Any prize supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible for any loss, damage or injury suffered by any prize winner as a result of the conduct of any third-party supplier or otherwise as a result of a winner accepting or using a prize, except for any liability which cannot be excluded by applicable law.

## **Permits**

NSW Authority No: TP/ 03797

ACT Permit No: TP24/ 02028

SA Permit No: T24/ 1547

No permits from any other states are required for this promotion.