

Dimboola Promotion Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Dimboola Promotion
Promoter:	Bendigo and Adelaide Bank Ltd ABN 11 068 049 178, The Bendigo Centre - 22 Bath Lane, Bendigo, VIC 3550, Australia. Ph: 1300 236 344
Promotional Period:	Start date: 17/06/19 at 09:30 am AEST End date: 29/11/19 at 05:00 pm AEDT
Entry Period:	Start date: 17/06/19 at 09:30 am AEST End date: 31/07/19 at 04:00 pm AEDT
Eligible entrants:	Entry is only open to VIC organisations that are not-for-profit and community groups within a 70km radius of Dimboola VIC 3414. Only an authorised representative of the above referenced organisation/group may submit an entry on behalf of that organisation/group.
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Entry Period: a) receive a 'grant application form' from the Dimboola & District Community Bank Branch of Bendigo Bank at 92 Lloyd St, Dimboola VIC 3414; and b) complete the grant application form for the Promotion with their personal details (first name, last name, email address, phone number and full address) and answers to all required questions/details regarding their proposed project, provide their signature, and then either post to or drop off to a staff member at the Dimboola Community Bank Branch of Bendigo Bank at 92 Lloyd St, Dimboola VIC 3414.
Entries permitted:	Limit one (1) entry permitted per not-for-profit/community group.
Finalist Determination (3 total):	<ul style="list-style-type: none"> • Finalists will be determined by representatives of the Promoter. Each entry will be judged on the basis of the individual originality, creative merit and literary merit of the project details provided in their grant application submission. • The three (3) best projects, as determined by the judges, will each be deemed a finalist. • Finalists will be advised by Wednesday 14th August 2019.
Winner Determination:	<ul style="list-style-type: none"> • All three (3) finalists' projects will be placed up for voting by the public. • Only residents of Victoria may vote. • To vote, members of the public must come into the Dimboola Community Bank Branch of Bendigo Bank and submit a token for their project of choice. Voting is open from 9.30am AEST 15/08/19 to 5pm AEST 29/11/19 ("Voting Period"). • Voters receive: <ul style="list-style-type: none"> ○ Maximum of one (1) token/vote throughout the Voting Period for coming into the Dimboola Community Bank Branch; ○ Bonus tokens for voting can be obtained by completing the following at the Dimboola Community Bank Branch: <ul style="list-style-type: none"> ▪ 1 vote/token for an over the counter transaction (limit to one per day)*, ▪ 5 votes/tokens for opening any transaction or savings account or taking out an insurance policy*, ▪ 10 votes/tokens for taking out a personal loan or credit card product*, ▪ 20 votes/tokens for taking out a home loan product*. <p style="margin-left: 40px;">*must be completed at Dimboola Community Bank Branch</p> <ul style="list-style-type: none"> • The three (3) finalist projects will be ranked based on the number of valid votes received during the Voting Period, with the project receiving the highest number of votes ranked first. • First Prize: The first placed Finalist will receive up to AUD\$10,000 to put towards their project specified in their winning grant application submission. The exact amount awarded will depend on the project the winner wants to undertake and the Promoter's assessment of the amount of money required to implement the project. • Second Prize: The second placed Finalists will receive up to AUD\$5,000 to put towards their project specified in their winning grant application submission. The exact amount awarded will depend on the project the winner wants to undertake and the Promoter's assessment of the amount of money required to implement the project.

	<ul style="list-style-type: none"> The prize money will be awarded to the winning community group/NFP's bank account at Dimboola Community Bank Branch. If the winning community group/NFP does not have an existing bank account at Dimboola Community Bank Branch they must open an account in order for the prize to be awarded. <i>Tie Break Mechanic:</i> If two or more finalists are tied for a prize, the prize amount for their position will be shared equally by all finalists tied for that position.
Total Prize Pool:	Up to AUD \$15,000.00
Winner notification:	Winners will be contacted after votes are counted and verified. A member of the winning organisations must be present at the Dimboola 15th birthday celebration dinner on Monday 2nd December 2019 at Dimboola Rowing Club, 50 Horseshoe Bend Rd, Dimboola VIC 3414 to accept the prize. If no one is available to attend they will forfeit their right to any prize. The winners will be published online within 7 days after close date for voting.
Unclaimed Prizes:	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.

- The entrant/voter agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that participation in this Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- Entries/votes are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant/voter. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- Valid and eligible entries will be accepted during the Entry Period. Valid and eligible votes will be accepted during the Voting Period.
- Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter or vote. "Immediate family member" 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.
- The finalists and winners will be determined by skill. Chance plays no part in determining the finalists/winners. The judges' decision is final and binding and no correspondence will be entered into.
- All reasonable attempts will be made to contact each finalist and winner.
- If any winner/finalist chooses not to take their prize/finalist position (or is unable to), or does not take or claim a prize/their finalist position by the time specified by the Promoter, or is unavailable, they forfeit the prize/position as a finalist, and the Promoter is not obliged to substitute the prize.
- No part of a prize is exchangeable or transferable, unless otherwise specified in writing by the Promoter.
- No entry fee is charged by the Promoter to enter the Promotion.
- If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.bendigobank.com.au/public/privacy-policy/full-privacy-policy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

12. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
13. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
14. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).
15. 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/votes, or suspend or modify a prize.
16. The Promoter reserves the right, at any time, to validate and check the authenticity of entries, votes, voter's and entrant's details (including an entrant's/voter's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries/votes, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry/voting software or any other mechanical or electronic means that allows an individual to automatically enter/vote repeatedly is prohibited and may render all entries/votes submitted by that individual invalid.
17. All material submitted on entry (e.g. project submission(s), grant application(s), photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all

necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

18. The Promoter reserves the right to disqualify entries/votes in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
20. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
21. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.