

“WIN BACK YOUR SPEND” PROMOTION
TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Members Equity Bank Limited ABN 56 070 887 679 of Melbourne Central Tower, Level 28/360 Elizabeth Street, Melbourne Vic 3000 (“ME” or “Promoter”). Telephone 13 15 63.
3. Entry is only open to Australian residents aged 18 years or over who hold a ME MasterCard Credit Card and/or ME Frank Credit Card during the Promotional Period.
4. Employees (and their immediate families) of the Promoter 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.
5. Promotion commences at 12:01am AEDT on 01/11/17 and ends at 11:59pm AEDT on 31/12/2017 (“Promotional Period”).
6. To be eligible to enter, individuals must, during the Promotional Period, register by visiting mebank.com.au/lps/credit-card/winyourspend, following the prompts to the promotion registration page, inputting the requested details into the registration form (including their full name, telephone number and email address) and submitting the fully completed registration form.
7. Eligible individuals will then, after completing the registration form in accordance with clause 6 above, receive one (1) automatic entry into the draw once they make a transaction during the Promotional Period on their ME MasterCard Credit Card and/or ME Frank Credit Card. For the removal of doubt, eligible individuals will only receive one (1) automatic entry into the draw, regardless of how many transactions they make during the Promotional Period.
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. Incomplete or cancelled transaction will be deemed invalid.
10. Only one (1) entry permitted per person.
11. 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.
12. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 15/01/2018 at 10am AEDT. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within two (2) business days of the draw and their names will be published at mebank.com.au/lps/credit-card/winyourspend from 18/01/2018.
13. The Promoter’s decision is final and no correspondence will be entered into.

14. The first valid entry drawn will win back the total value of all of the transactions made on their ME MasterCard Credit Card and/or ME Frank Credit Card during the Promotional Period, up to a total value of \$5,000. Prize will be awarded in the form of a direct credit onto their ME MasterCard Credit Card or ME Frank Credit Card. For the avoidance of doubt, transactions made outside of the Promotional Period will not form part of the prize value.
15. The next five (5) valid entries drawn will each win \$200 cash, which will be awarded in the form of a direct credit onto their ME MasterCard Credit Card or ME Frank Credit Card.
16. Total prize pool value is \$6,000. Prizes are not transferable or exchangeable.
17. A draw for any unclaimed prizes may take place on 16/04/2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published at mebank.com.au/lps/credit-card/winyourspend from 20/04/2018.
18. 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.
19. 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, 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.
20. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
21. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.
22. 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: (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 a winner or entrant; or (f) use of a prize.
23. 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.mebank.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 entrant's PI to any entity outside of Australia.

NSW Permit No. LTPS/17/18822, ACT Permit No. TP17/02102, SA Permit No. T17/1978