

“CUSCAL VISA 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. Entry is only open to Australian residents who have a valid Visa Card (Visa Debit or Visa Credit) at the time of entry. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. 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.
4. Entrants must not have overdue monies owing on their Visa account as at 06/03/2012 in order to be eligible to claim a prize.
5. Promotion commences on 01/12/2011 and ends at 5pm AEDST on 29/02/2012 (“**Promotional Period**”).
6. To be automatically entered into the draw, individuals must make a purchase using their Visa Card (Visa Debit or Visa Credit) as payment tender during the Promotional Period. Multiple entries are permitted, however, only one (1) entry will be awarded per eligible transaction (regardless of the amount spent in that transaction).
7. Incomplete transactions will be ineligible for entry.
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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
9. 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.
10. The draw will take place at Anisimoff Legal, Level 4, 448 St Kilda Road, Melbourne VIC 3004 on 06/03/2012 at 12noon AEDST. The Promoter may

draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

11. Winners will be notified by a phone call from a Cuscal representative and in writing and their names will be published in The Australian on 20/03/2012. The Promoter's decision is final and no correspondence will be entered into.
12. The first five (5) valid entries drawn will each win AU\$1,000 (awarded to each winner via eft to the winner's nominated account). The total prize pool value for the promotion is AU\$5,000.
13. Prizes are not transferable or exchangeable. For the sake of clarity, winners can only nominate an account for prize money transfer that is in their own name (and not an account in the name of another person).
14. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
16. A draw for any unclaimed prizes may take place on 12/06/2012 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 and their names will be published in The Australian on 26/06/2012.
17. 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.
18. 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.
19. Any cost associated with accessing any website as part of this promotion is the entrant's responsibility and is dependent on the Internet service provider used.
20. 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, as well as any other implied warranties under the ASIC Act 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.

21. 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 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; (d) any tax liability incurred by a winner or entrant; or (e) use of a prize.
22. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, Australian regulatory authorities. Entry is conditional on providing this information. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
23. The Promoter is Cuscal Limited, ABN 95 087 822 455 of Level 1, 1 Margaret Street, Sydney NSW 2000, telephone (02) 8299 9000.

NSW Permit No. LTPS/11/ 10612, ACT Permit No. TP11/ 4694