

CUSCAL'S "PARIS 24 ACTIVATION CAMPAIGN" BEYOND BANK AUSTRALIA LIMITED

TERMS AND CONDITIONS

Participation in the Cuscal's "Paris 24 Activation Campaign" Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. The promoter is Cuscal Limited (ABN 95 087 822 455) of Level 2, 1 Margaret Street, Sydney NSW 2000 ("**Promoter**").

NSW Permit No. TP/02501. ACT Permit No. TP24/ 00672 SA Permit No. T24/ 526

1. The Promotion commences on 01 April 2024 and closes at 11:59pm AEST on 24 May 2024 ("**Promotional Period**").
2. Entry is only open to Australian residents aged 18 years or over who hold a valid personal Visa card (either debit, pre-paid or credit) issued by Beyond Bank Australia Limited ("**Participating Financial Institution**"). ABN 15 087 651 143 AFSL/Australian Credit Licence 237856.
3. Employees (and their immediate families) of the Promoter, Participating Financial Institution and agencies associated with this Promotion are ineligible to enter. Immediate family may mean 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. To receive one (1) automatic entry into the draw, eligible individuals must activate their Visa debit card, pre-paid or credit card and complete at least twenty-five (25) transactions using this card for the first time during the Promotional Period and where the transaction is settled within 5 days (each a "**Qualifying Transaction**"). For clarity, there is no minimum spend amount for a Qualifying Transaction, however entrants must complete a minimum of twenty-five (25) Qualifying Transactions to receive one (1) automatic entry into the draw.
5. Only one (1) entry is permitted per person per card, either debit, pre-paid or credit. For clarity, this means an individual may be eligible for multiple entries depending on the number of eligible cards they have and Qualifying Transactions they make.
6. Incomplete transactions and transactions that are reversed or cancelled will be ineligible for entry.
7. 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.
8. 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.

9. The draw will take place at Anisimoff Legal, 3 Amy Close, Wyong NSW 2259 on 31 May 2024 at 1:00pm AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid or ineligible entrant is drawn. Winners will be notified by telephone and email within two (2) business days of the draw, and their names will be published online at www.visa.com.au/cuscal-go-for-gold/competiton-winners.html from 6 June 2024.
10. The Promoter's decision is final and no correspondence will be entered into.
11. The first three (3) valid entries drawn each win a trip for two (2) adults to the 2024 Olympic Games in Paris valued at up to AU\$50,000 each, depending on date and point of departure. Prize includes:
 - Two (2) x return economy airfares from either Sydney, NSW or Melbourne VIC to Paris, France departing 08/08/2024. If the winner resides outside NSW or VIC, the winner will be responsible for travel costs associated with getting to and from NSW or VIC for the departing flight;
 - A total of four (4) nights' accommodation in Paris (min 4 star) including breakfast daily;
 - Three (3) x Category B level event tickets to the Olympic Games (such event to be determined based on availability at time of arrival in Paris);
 - Return airport to hotel transfers and return hotel to Games transportation; and
 - AUD\$400 Visa Prepaid Debit Card (for the winner only).
12. Additional spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the Paris 2024 Olympic Games and is subject to booking and flight availability. Travel Dates will be between 08/08/2024 and 12/08/2024. Winner and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. Winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. Winner may be required to present their credit card at time of accommodation check in.
13. The 2024 Olympic Games ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
14. Any ancillary costs associated with redeeming a Visa Prepaid Debit Card are not included. Any unused balance of the Visa Prepaid Debit Card will not be awarded as cash. Redemption of the Visa Prepaid Debit Card is subject to any terms and conditions of the issuer including those specified on the Visa Prepaid Debit Card.
15. The next three (3) valid entries drawn will each win an entertainment package valued at up to \$2,420. Prize includes the winner's choice of either an entertainment system (including TV & sound bar) or a Peloton exercise bike.

16. The next three (3) valid entries drawn will each win an Olympics Merchandise Pack valued at \$200. Each pack includes: 1 x Bamboo Notepad Set, 1 x Olympic-branded Water Bottle, 1 x Olympic-branded Gym Bag and 1 x Olympic-branded Baseball Hat.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
18. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
19. The total prize pool value is up to AU\$157,860. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. If for any reason a prize remains unclaimed by 8am AEST on 13 June 2024, the prize will be forfeited and a re-draw will take place at the same place as the original draw, subject to any directions from a regulatory authority. Winners (if any) will be notified by telephone within two (2) business days of the re-draw and in writing, and their name/s will be published online at www.visa.com.au/cuscal-go-for-gold/competitor-winners.html on 17 June 2024. If an unclaimed prize draw winner does not take their prize by the time specified by the Promoter, then the prize will be forfeited.
21. 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.
22. 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.
23. 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.
24. 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) if the Paris 2024 Olympic Games or event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize / taking of a prize / participation in a prize.

25. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
26. 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.cuscalpayments.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 PI to any entity outside of Australia.
27. As a condition of accepting a prize, winners must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
28. If any of these clauses should be determined to be illegal, invalid, or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.
29. These Terms and Conditions (and any non-contractual disputes/claims which arise out of or in connection with them) will be governed by the relevant local courts who shall have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms and Conditions.