# 'Have your say survey'

#### **Promotion Terms and Conditions**



Instructions on how to enter and prize form part of these terms and conditions.

- 1. The "Have your say survey" (**Promotion**) is conducted by Maitland Mutual Limited (ABN 94 087 651 983 AFSL/Australian credit licence 238139) trading as The Mutual Bank, of 6 Mitchell Drive, East Maitland 2323. Phone 1300 688 825 or email info@themutual.com.au (**Promoter**).
- 2. The Promotion will commence at 12.00am AEST on Thursday, 17 August 2023 and will close at 11.59pm AEST on Sunday, 3 September 2023 (**Promotion Period**).
- 3. To be eligible to enter the Promotion, entrants must satisfy the following criteria:
  - a) be aged 18 years and over during the Promotion Period;
  - b) be a resident of New South Wales during the Promotion Period;
  - c) not be a director, employee or an immediate family member (spouse, child, parent or sibling) of a director or employee, of the Promoter, its related entities; and
  - d) agree to the terms and conditions of this Promotion.

### (Eligibility Criteria)

- 4. Persons who meet the Eligibility Criteria will automatically be entered into the Promotion if they:
  - a) Complete the 'Have your say' survey and provide your contact details (Name, phone number and email address) via a link found on The Mutual Bank's corporate <u>Facebook</u>, <u>Instagram</u> and <u>LinkedIn</u> pages within the Promotion Period.

### (Entry Procedure)

- 5. A person may elect to not enter the Promotion by contacting the Promoter via the details provided in clause 18 before the end of the Promotion Period.
- 6. Total individual prize value is \$250 and comprises of one (1) \$250 Anystore EFTPOS gift card. (**Prize**)
  - The Prize will be redeemed by the Promoter delivering the Prize to a The Mutual Bank branch for collection by the Prize Winner or may by posted to the Prize Winner upon request.
- 7. Terms and conditions of use and expiry dates of gift vouchers are set by the issuers of the gift vouchers and the Promoter is not responsible for any loss, theft or destruction of the gift vouchers. Terms and conditions of the Anystore EFTPOS gift card can be found at <a href="https://anystoregiftcard.com.au/terms-and-conditions/">https://anystoregiftcard.com.au/terms-and-conditions/</a>
- 8. The Promotion is a game of chance, and each entry has an equal chance of winning. The winner will be determined by random draw of all entrants that satisfy the Eligibility Criteria and Entry Procedure (**Prize Winner**).
- 9. The Prize will be drawn at 10.00am AEST on Monday, 4 September 2023 at the address provided in Clause 1 (**Prize Draw**).
- 10. The Prize Winner will be notified by phone or email by 5.00pm AEST on Monday, 4 September 2023 and must claim their Prize during the notification phone call or by return email by 5.00pm

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AEST on Friday, 8 September 2023. The Prize Winner will be required to provide acceptable identification documents to confirm their eligibility to claim the Prize.

- 11. If the Prize remains unclaimed by the date specified in Clause 10, a re-draw will be conducted by random draw of all entrants who satisfy the Eligibility Criteria and Entry Procedure at 10.00am AEST on Monday, 11 September 2023 at the address provided in Clause 1. The Prize Winner will be required to claim their prize by 05.00pm AEST Friday, 15 September 2023.
- 12. The Prize is non-transferable and not redeemable for cash and cannot be taken in any other form.
- 13. To the extent permissible by law, the Promoter and the Promoter's related entities, its respective directors, officers, employees and agents exclude all liability from any causes of action, loss, liability, damage, personal injury, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by you (including any indirect or consequential loss) in connection with your participation in the Promotion.
- 14. The Promoter will not be responsible or liable for any loss, cost or damage arising out of any act, omission, failure or delay by the Promoter, which is due to an act of god, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts which are not reasonably within the control of the Promoter.
- 15. The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
- 16. The Promoter may contact the Prize Winner to obtain permission to use their name and image for any promotional activities related to the Promotion.
- 17. The Promoter will use and handle personal information as set out in its Privacy Policy, which can be viewed at <a href="mailto:themutual.com.au">themutual.com.au</a> or obtained from a branch of the Promoter. The Privacy Policy set outs how personal information may be accessed, updated or corrected and how to make a privacy complaint.
- 18. Entrants may contact the Promoter's Privacy Officer by visiting any branch of the Promoter, calling 1300 688 825, emailing info@themutual.com.au or writing to Privacy Officer, The Mutual Bank, PO Box 2487, Green Hills NSW 2323.
- 19. The Promoter, in its sole discretion, reserves the right to cancel, suspend, terminate, or modify the Promotion if fraud, technical failures or any other factor beyond the Promoter's reasonable control adversely affect the Promoter's ability to conduct the Promotion as described in these terms and conditions.
- 20. Entrants fully release and hold Meta Platforms Inc harmless from liability, and acknowledge that the Promotion is in no way sponsored, endorsed, administered by or associated with Meta Platforms Inc.