

Participating financial institutions

Bank Australia	Holiday Coast Credit Union	Police Credit Union
Beyond Bank	Horizon Credit Union	Select Compass Credit Union
Circle Alliance Bank	Illawarra Credit Union	South West Slopes Credit Union
Community First Credit Union	Laboratories Credit Union	Teachers Mutual Bank
Credit Union Australia	MyState Bank Limited	The Rock
Credit Union SA	Northern Inland Credit Union	Uni Bank
Customs Bank	Police & Nurses Limited	Unity Bank
Endeavour Mutual Bank	People's Choice Credit Union	WAW Credit Union
Firefighters Mutual Bank	Police Bank	Woolworths Employees Credit Union

FIFA WORLD CUP RUSSIA 2018” PROMOTION TERMS AND CONDITIONS

Participation in this Cuscal 2018 FIFA World Cup 2018 Contactless 2018 (“**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. LTPS/17/20581. ACT Permit No. TP17/02556. SA Permit No. T17/2400

1. The Promotion commences at 12.00am AEDST on 1 March 2018 and closes at 11.59pm AEDST on 30 April 2018 (“**Promotional Period**”).
2. Entry is only open to individuals who satisfy the following eligibility criteria:
 - (a) Australian resident aged 18 years or over;
 - (b) holds a valid personal Visa Debit or Credit card (with contactless payment functionality) issued by a Participating Financial Institution (“**Visa Debit/Credit card**”) (a full list of Participating Financial Institutions can be found at <https://www.cuscalpayments.com.au/wc2018>). For clarity Prepaid Visa Debit Cards are excluded and will not be considered for the purposes of the promotion.
 - (c) not an employee (or an immediate family) of the Promoter¹;
 - (d) not an employee (or an immediate family) of Anisimoff Legal; and
 - (e) holds a current Visa Debit/Credit card account with no amount in arrears or overdue owing on the Visa Debit/Credit card account as at the draw date/time in order to claim a prize.
3. Incomplete transactions and transactions that are reversed or cancelled will be ineligible for entry.
4. The Promoter reserves the right, at any time in its sole discretion:
 - (a) to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence);

¹ 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.

- (b) 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; and
 - (c) to determine the identity of the entrant if there is a dispute as to the identity of an entrant.
5. 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.
6. To receive one (1) automatic entry into the draw, eligible individuals must complete a contactless purchase/transaction using their Visa Debit/Credit card ("**Qualifying Contactless Card Transaction**"). To receive the (3) automatic entries into the draw, eligible individuals must complete a contactless purchase/transaction using their mobile wallet ("**Qualifying Contactless Mobile Wallet Transaction**"). A Qualifying Contactless Card Transaction means any Visa contactless purchase/transaction made with a Visa Debit/Credit card of any value. A Qualifying Contactless Mobile Transaction means any Visa contactless purchase/transaction made with mobile device of any value. Transactions conducted by pressing the Savings, Cheque or Credit buttons and/or swiping or inserting the card, online or over the phone, and balance inquires, transfers, deposits, withdrawals and change of PIN are excluded.
7. Multiple entries permitted. Each individual will be eligible to receive one (1) entry for every Qualifying Contactless Card Transaction and three (3) entries for every Qualifying Contactless Mobile Transaction made during the Promotional Period.
8. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza 210 Central Coast Highway, Erina NSW 2250 on 25/05/2018 at 10.00am AEST. Anisimoff Legal, on behalf of the Promoter may also draw additional reserve entries and record them (in order) in case an invalid entry or ineligible cardholder is drawn, or if a drawn cardholder is unable to accept the prize. In the event of an invalid entry or an ineligible cardholder, or if the cardholder is unable to accept the prize, the prize will be awarded to the next valid reserve entry drawn.
9. The winner will be notified by telephone within two (2) business days of the draw and in writing, and their name will be published online at <https://www.cuscalpayments.com.au/wc2018> from 08/06/2018. In the event the winner is an SA resident their name will also be published in The Advertiser (SA) on 08/06/2018. All reasonable steps to notify the winner of the results of the promotion will be taken by the Promoter.
10. The Promoter's decision is final and no correspondence will be entered into.
11. The first valid entry drawn will win a trip for two (2) adults to the 2018 FIFA World Cup Final in Russia valued at up to AU\$30,000 depending on point of departure. Prize includes:

- Two (2) x return economy airfares from winner's nearest capital city to Moscow, Russia;
- Four (4) nights twin share minimum 5star accommodation at the Moscow Marriott Hotel including breakfast daily;
- Return airport to hotel transfers;
- Two (2) 2018 FIFA World Cup Final Category 1 match tickets including pre-match hospitality;
- Return hotel to FIFA World Cup Final transfers;
- A merchandise item for the winner only (exact item will be determined by the Promoter however is likely to consist of a T-Shirt or Jacket);
- A group activity/tour with exact activity/tour to be determined by the Promoter in its absolute discretion; and
- Group activity / tour; and
- Visa Prepaid Card valued at US\$450 (which equates to AU\$594 as at 29/11/2017).

Additional spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional 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 2018 FIFA World Cup 2018 Final in Russia with flights departing mid July and is subject to booking and flight availability. The winner and his/her 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. The winner may be required to present their credit card at time of accommodation check in.

12. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
13. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
14. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
15. The total prize pool value is up to AU\$30,000. The prize, or any unused portion of the prize, is not transferable or exchangeable.
16. The 2018 FIFA World Cup Final ticket element of the prize is 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 the 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

17. If for any reason the prize remains unclaimed by 11:00am AEST on 22/06/2018, the prize will be forfeited. A re-draw for the prize may take place at 12:00pm AEST on 25/06/2018 at the same place as the original draw, subject to any directions from a regulatory authority. The winner (if one is required) will be notified by telephone within two (2) business days of the re-draw and in writing, and their name will be published online <https://www.cuscalpayments.com.au/wc2018> from 02/07/2018. In the event the winner is an SA resident their name will also be published in the Advertiser (SA) on 02/07/2018. If an unclaimed prize draw winner does not take their prize by the time specified by the Promoter, then the prize will be forfeited.
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. 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 variation in prize value to that stated in these Terms and Conditions; (e) if the 2018 FIFA



The complete payments partner

World Cup Final is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by the winner or entrant; or (g) the acceptance or use of the prize.

22. 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.
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.cuscalpayments.com.au/privacy>.
24. As a condition of accepting the prize, the winner (and his/her companion) 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.