



## MACQUARIE RELATIONSHIP BANKING ALPMA SUMMIT 2008 PRIZE GIVEAWAY TERMS & CONDITIONS OF ENTRY

This document sets out the terms and conditions of participation in the Macquarie Bank Limited ABN 46 008 583 542 ("Macquarie") *Macquarie Relationship Banking ALPMA Summit 2008 Prize Giveaway* (the "Competition") Authorised under NSW Permit No. LTPS/08/10170.

Information about the prize and how to enter forms part of these Terms and Conditions.

1. The Promoter of the Competition is Macquarie Bank Limited ABN 46 008 583 542 of Level 22, 20 Bond Street, Sydney, New South Wales, Australia.
2. Entry to the Competition is free and is open to persons over 18 years of age who reside in and are permanently located in Australia and who participate in the *Macquarie Relationship Banking ALPMA Summit 2008 Prize Giveaway* at the ALPMA Summit held at the Star City Casio, 80 Pyrmont Street, Pyrmont, New South Wales, within the Competition Period ("Eligible Person"). Employees of the Promoter, or any person associated with the Competition and their immediate families, or any organisation or individual associated with the provision of the prize are not eligible to enter.
3. The Competition commences at 9.00am AEST on Friday 10 October 2008 and closes at 1.00pm AEST on Saturday 11 October 2008 ("Competition Period"). Any entry submitted outside the Competition Period will not be included in the Competition.
4. Each entry must be entered in accordance with these Terms and Conditions. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may in its absolute discretion refuse to award the prize to any entrant who fails to comply with these Terms and Conditions.
5. The Competition consists of one random prize draw. One winner will receive a prize pack consisting of 1 x "Nintendo Wii Console with Wii Sports" and 1 x "Nintendo Wii Fit" valued at \$517.00 AUD (including GST).
6. The Promoter accepts no responsibility for any variation in the prize value.
7. No component of the prize can be transferred, exchanged or redeemed for cash. In the event that the prize becomes unavailable due to circumstances beyond the Promoter's control, the Promoter reserves the right to provide a similar product to the same or greater value as the original prize.
8. An Eligible Person is only permitted a maximum of one entry in the draw.
9. An entry in the draw will only be allocated to an Eligible Person, if that person answers each of the questions within the survey
10. The Promoter accepts no responsibility for late, lost or misdirected entries.
11. The prize draw will take place at 1.45pm AEST on Saturday 11 October 2008 at 80 Pyrmont Street, Pyrmont, New South Wales. The winner will be *randomly drawn and* notified in person on Saturday 11 October 2008 and their name will be published *in The Australian on 21 October 2008*.
12. If the prize winner is not present at the time of the prize draw, they will be notified by telephone and in writing on the number and address provided

on their business card to arrange to have the prize delivered at a mutually convenient time to the address on their business card or such other address within Australia as may be nominated by the prize winner.

13. The Promoter agrees to hold the prize for a period of three (3) months from the close of the Competition. In the event that the prize winner is unable to be contacted, or the prize winner fails to collect the prize prior to the expiry of the three month period, the Promoter's panel of judges may determine another winner for the unclaimed prize. In this event, a prize re-draw will take place at 12.00pm AEST on Monday 12 January 2009 at Level 21, 20 Bond Street, Sydney, New South Wales. A winner of any unclaimed prize will be a prize winner for the purpose of these terms and conditions and will be notified by mail and telephone on Monday 12 January 2009.
14. The Promoter reserves the right to verify the validity of entries. The Promoter reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry that is not in accordance with these Terms and Conditions.
15. Decisions of the Promoter and its panel of judges are final and will be binding on each entrant and no correspondence will be entered into.
16. Each entrant warrants that:
  - i. any details provided with his/her entry are true and accurate;
  - ii. he/she will comply with these Terms and Conditions; and
  - iii. he/she will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.
17. Any costs associated with accessing the website are the entrant's responsibility and are dependent on the internet service provider used.
18. If for any reason the Competition is not capable of running as planned including, but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Competition.
19. The Promoter collects personal information in order to conduct the Competition. If the information requested is not provided, the entrant may not participate in the Competition. By entering the Competition, unless otherwise advised, each entrant also agrees that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further notice, reference, payment or other compensation to the entrant. Entrants' personal information may be disclosed to State and Territory lottery departments and winner's name published as required under the relevant lottery legislation. Any personal information will be handled in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy can be obtained by visiting [www.macquarie.com.au](http://www.macquarie.com.au) or by requesting a copy from the Promoter.
20. To the full extent permitted by the law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or inconsequential) to persons or property as a result of any person entering into the Competition or accepting or using the prize, including without limitation non-receipt of the prize or damage to the prize in transit. The

Promoter accepts no responsibility for the any tax implications of winning the prize.

21. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any combination thereof, including any injury or damage to participants or any other person's phone related to or resulting from participation or sending or receiving of any communication or of any materials in the Competition.