## **CUSCAL'S "VCARB MELBOURNE RACE WEEK" 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 aged 18 years or over who (a) hold a valid personal Visa debit card or credit card issued by a Participating Financial Institution (as defined below); (b) have not opted out from marketing communications from the Participating Financial Institution; and (c) can travel to Melbourne for the prize event.
- 3. Employees (and their immediate families) of the Promoter, Participating Financial Institutions (as defined below) 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. The Promotion commences on 13 January 2025 and closes at 11:59pm AEDST on 20 February 2025 ("**Promotional Period**").
- 5. A Participating Financial Institution is any of the following financial institutions:
  - Bank Orange
  - Bank WAW
  - Broken Hill Bank
  - Credit Union SA
  - Family First Credit Union Trading as Family First Bank
  - Fire Service Credit Union Limited (FSCU)
  - G&C Mutual Bank
  - Geelong Bank
  - Horizon Bank
  - People's Choice Credit Union (Heritage and People's Choice Ltd)
  - Police Bank Ltd.
  - Border Bank. A division of Police Bank Ltd.
  - Police Credit Union Ltd
  - Queensland Country Bank
  - Transport Mutual Credit Union
  - Unity Bank Limited
  - Woolworths Team Bank
  - Beyond Bank Australia Limited
  - Regional Australia Bank Ltd
  - First Option Bank Limited
  - Central Murray Credit Union
  - Australian Military Bank Ltd.
  - RSL Money is a business name of Australian Military Bank Ltd.
- 6. To receive automatic entry into the draw, eligible individuals must activate their Visa debit card or credit card (if not done so already) and complete at least ten (10) transactions

using their Visa card, (debit, pre-paid or credit) during the Promotional Period (each a "Qualifying Transaction"). For the avoidance of doubt, a transaction is complete when it is settled and all transactions made during the Promotional Period must be settled within 3 days from end of the Promotional Period to constitute a Qualifying Transaction.

- 7. Multiple entries permitted. Eligible individuals will receive one (1) entry for every ten (10) Qualifying Transactions made during the Promotional Period. For clarity, if an individual makes twenty (20) Qualifying Transactions during the Promotional Period, the individual will receive two (2) automatic entries into the draw. Only one (1) prize is permitted per person (excluding SA residents).
- 8. Incomplete transactions and transactions that are reversed or cancelled will be ineligible for entry. VLPS will qualify transactions based on the data the merchant / acquirer sends to VisaNet. Only transactions routed via VisaNet will qualify for the campaign.
- 9. Transactions in the following Merchant Categories are excluded from competition entry:
  - 7273 Dating Services
  - 7995 Gambling and Betting, including Lottery Tickets, Casinos, etc.
  - 4829 Money Transfers (including cryptocurrency)
  - 6051 Non-Financial Institutions (including cryptocurrency)
  - 5813 Drinking Establishments (Alcoholic Beverages)
  - 5921 Package Stores Beer, Wine, and Liquor
- 10. 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.
- 11. 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.
- 12. The draw will take place at Anisimoff Legal, 3 Amy Close, Wyong NSW 2259 on 27 February 2025 at 1:00pm AEDST, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid or ineligible entrant is drawn. The winners will be notified by telephone and email within two (2) business days of the draw, and their details (first initial, surname and postcode) will be published online at <a href="https://www.usencommons.com/visa.com.au/promotions/cuscal-winners-2025.html">visa.com.au/promotions/cuscal-winners-2025.html</a> from 3 March 2025.
- 13. The Promoter's decision is final and no correspondence will be entered into.
- 14. The first four (4) valid entries drawn will each win a travel package for two (2) adults to the 2025 Melbourne F1 Grand Prix valued at up to AU\$32,000 depending on date and point of departure. Prize includes:
  - A Flight Centre voucher to the value of AU\$2,000 for the purposes of flights to and from the winner's place of residence, to Melbourne, VIC if needed;
  - A total of four (4) nights' twin share accommodation in Melbourne, VIC (min 4 star) between 13/03/2025 17/03/2025;

- Red Bull energy station tickets at the Melbourne F1 Grand Prix for two (2) adults for three (3) days 14/03/2025 16/03/2025; and
- All-inclusive hospitality experience for three (3) days 14/03/2025 16/03/2025. With access to Energy Station facilities.
- 15. Additional spending money, meals, taxes (excluding airline and airport taxes), insurance, 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 2025 Melbourne F1 Grand Prix and is subject to booking and flight availability. Travel Dates will be between 13/03/2025 and 17/03/2025. Prize is subject to the standard terms and conditions of individual prize and service providers. Winners may be required to present their credit card at time of accommodation check in.
- 16. The 2025 Melbourne F1 Grand Prix tickets 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.
- 17. Any ancillary costs associated with redeeming the Flight Centre voucher are not included. Any unused balance of the Flight Centre voucher will not be awarded as cash. Redemption of the Flight Centre voucher is subject to any terms and conditions of the issuer including those specified on the Flight Centre voucher.
- 18. The next sixteen (16) valid entries drawn will each win a merchandise pack valued AU\$600. Each merchandise pack includes:
  - 2 x Black Red Bull Replica Polos
  - 1 x VCARB Rain jacket
  - 1 x VCARB White Cap
  - 1 x VCARB Umbrella
- 19. 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.
- 20. If a prize (or part of a 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.
- 21. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
- 22. The total prize pool value is up to AU\$137,600. Prizes, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 23. If for any reason any prize(s) remain unclaimed by 8am AEDST on 5 March 2025, the prize(s) will be forfeited and a re-draw will take place at 9:30am AEDST on 5 March 2025 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 details (first initial, surname and postcode) will be published online at <u>visa.com.au/promotions/cuscal-winners-2025.html</u> on 7 March 2025. If an unclaimed prize draw winner does not take their prize by the time specified by the Promoter, then the prize will be forfeited.

- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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 2025 Melbourne F1 Grand Prix 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.
- 28. 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.
- 29. 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 out in its Privacy Policy, which can be https://www.visa.com.au/legal/global-privacy-notice.html. 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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion, entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

- 30. As a condition of accepting a travel prize, the winner and their 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.
- 31. 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.
- 32. 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.
- 33. The Promoter is Visa AP (Australia) Pty Ltd (ABN 20 134 885 564) Level 39, International Tower 2, 200 Barangaroo Avenue, Barangaroo NSW 2000 Australia.
- 34. Visa Cash App Racing Bulls ("the team"), Visa Inc., Visa U.S.A. Inc., Visa International Service Association, Visa Canada Corporation, Visa Worldwide Pte. Ltd., Visa Europe Ltd., Visa Europe Services Inc., Visa Do Brasil Empreendimentos LTDA, Visa International Servicios de Pago España, S.R.L.U. and those entities controlling, controlled by, or under common control with, any of the foregoing, and any successors, successors in interest, and/or permitted assigns thereto, and each of their respective client financial institutions and merchants, and each of the foregoing's parents, subsidiaries, affiliates, representatives, agents, designees, and advertising and promotion agencies, and the employees, personnel, designees, and representatives of all of the foregoing (collectively, "Visa"), Block, Inc., MKTG, Inc., the Visa Cash App Racing Bulls (the "Team") and any entities controlling, controlled by, or under common control with, each of the foregoing, and any successors, successors in interest, and/or permitted assigns thereto, and the foregoing's parents, subsidiaries, affiliates, representatives, agents, designees, and the employees, personnel, designees, and representatives of the foregoing (each, a "Visa Party" and collectively, the "Visa Parties") and any other Team and F1 commercial sponsors are not responsible for the administration of the promotion. The Team is not liable for anything arising out of this promotion including the fulfilment of any prizes. The prize must be accepted as awarded and is subject to all of the applicable terms and conditions prescribed to such prize, including passing necessary sanctions screening. By accepting the prize the holder is deemed to have accepted all of the applicable terms and conditions prescribed to such prize, including any entry and COVID-19 requirements. The prize is not negotiable and the winners/recipients must not re-sell or transfer the prize in any way, unless otherwise approved. In the event of the prize being unavailable the promoter reserves the right to substitute it for one of equal or greater value. Any substitution will be within the entire discretion of the promoter. In the event the winner does not accept the substitution they will forfeit their right to the prize. So far as is permitted by law the Visa Parties and other Team sponsors, and their associated companies and agents exclude responsibility and all liabilities arising from: (i) any postponement, cancellation or material change of the promotion of the Australian race;

and (ii) any act or default by a winner or their guest resulting in the winner or their guest being unable to activate the prize and/ or any elements of it. By participating in this promotion, you understand and agree that you are not being granted any rights (including any advertising, marketing or sponsorship rights) in relation to the Team or Australian race (or any associated races, teams or drivers) and shall not conduct any related marketing or advertising campaigns, promotions or other activities.

In exchange for being allowed to participate in the promotion, each winner/recipient hereby releases and forever discharges and agrees to indemnify the Visa Parties from any and all claims, demands, rights, expenses, actions, and causes of action, of whatever kind (collectively, "Claims"), arising from or by reason of any personal injury, bodily injury, property damage, or the consequences thereof, whether foreseeable or not, resulting from or in any way connected with his or her participation in the promotion. The winner/recipient further covenants and agrees that for the consideration stated above, he or she will hold forever harmless and will not take legal action against any Visa Party for any claim for damages arising or growing out of his or her participation in the promotion whether caused by negligence or otherwise.

NSW Authority No. TP/04034. ACT Permit No. TP24/02971. SA Permit No. T24/2262