

## **“Home Loan Online Banking 2010” Promotion**

### **Terms & Conditions**

#### **How to enter**

To be eligible to enter the Promotion, customers of ING DIRECT must:

- (a) have a Home Loan Account between 8 July 2010 and 15 September 2010;
- (b) register or are registered for Online Banking; and
- (c) log into Online Banking before 15 September 2010.

### **Terms and Conditions**

1. Information made available by the Promoter on how to enter and prizes form this part of these Terms and Conditions.
2. Participation in the Home Loan “Online Banking 2010” promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions.
3. The Promotion is conducted by ING Bank (Australia) Limited (ABN 24 000 893 292) of 140 Sussex Street, Sydney, New South Wales, Australia (“the **Promoter**”).
4. The Promotion commences at 9am (Sydney Time) on 8 July 2010 and entries close at 11:59pm (Sydney Time) on 15 September 2010 (“the **Promotion Period**”).
5. “**Customer**” means a customer of the Promoter during the Promotion Period who is 18 years of age and over and an Australian resident.

#### **Eligibility**

6. Subject to clause 7, entry to the Promotion is only open to Eligible Entrants. An “Eligible Entrant” is a Customer who:
  - (a) has an ING DIRECT Home Loan Account (“**HL Account**”) during the Promotion Period; and
  - (b) register or are registered for online banking during the Promotion Period.
7. The following people are ineligible to enter the Promotion, directors and employees of the Promoter, and each of their immediate family members (including de-facto partners and children of those partners), and the retailers, suppliers, associated companies and associated agencies of the Promoter.
8. To be eligible to claim a prize from a draw, Eligible Entrants must for the Promotion Period, have complied with the Promoter’s trading terms and conditions applicable to their HL Account.

#### **Prize draws**

9. Eligible Entrants will automatically receive one entry into each draw specified in clause 12 if they log into Online Banking via the Promoter's website at [ingdirect.com.au](http://ingdirect.com.au) during the relevant draw period. Eligible Entrants who register for Online Banking for the first time during the Promotion Period will also receive an additional entry. The prize winner of a draw will be randomly selected from the pool of valid entries in relation to that prize draw.
10. Only one entry per Eligible Entrant is permitted in each relevant draw specified in clause 12, unless the Eligible Entrant registers for Online Banking for the first time during the Promotion Period.
11. Entries in any of the draws specified in clause 12 will not be entered into any subsequent draw.
12. Relevant dates regarding prize draws are as follows:

Draw	Entries open from the start of	Entries close at the end of	Prize draw date
1	8 July 2010	14 July 2010	21 July 2010
2	15 July 2010	21 July 2010	28 July 2010
3	22 July 2010	28 July 2010	4 August 2010
4	29 July 2010	4 August 2010	11 August 2010
5	5 August 2010	11 August 2010	18 August 2010
6	12 August 2010	18 August 2010	25 August 2010
7	19 August 2010	25 August 2010	1 September 2010
8	26 August 2010	1 September 2010	8 September 2010
9	2 September 2010	8 September 2010	15 September 2010
10	9 September 2010	15 September 2010	22 September 2010

13. The Promoter reserves the right to draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. A reserve entry for a draw is ineligible for a prize if that entry was drawn as a winning entry in any subsequent draw. All draws will take place at 2.00pm (Sydney time) at 15 Grosvenor Street Neutral Bay 2089, Sydney, NSW Australia on the dates specified in clause 12. Winners will be notified by phone within 2 business days after the relevant draw date and then by mail, with their prize and names published in *The Australian* newspaper on **7 October 2010**.
14. Subject to any applicable law, if any prize remains unclaimed, a second chance draw will be held at 12pm (Sydney time) on **7 January 2011** at the same time and place as the original draw. The winner(s) of any unclaimed prize(s) will be notified by phone within 2 business days after the draw and then by mail, with their prize and names published in *The Australian* newspaper on **14 January 2011**.
15. The first valid and correct entry drawn in each draw will win a 13 inch: 2.4 GHz Mac Book Pro with a retail value of \$1,499.00.
16. Total maximum value of all prizes is \$14,990.00.

#### **Use of personal information**

17. The Promoter collects personal information in order to conduct the Promotion and may for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to those Australian regulatory authorities that regulate this Promotion. Entry is conditional on providing this information.
18. Unless otherwise advised, the Promoter may also use the personal information for making promotional, marketing and publicity approaches to entrants, including for sending electronic messages to entrants. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

### **Limitation of liability**

19. The Promoter excludes all implied conditions, warranties and terms, except those that cannot be excluded in law ("**Non-excludible Condition**"). The Promoter limits its liability for breach of any Non-excludable Condition (other than one implied by section 69 of the *Trade Practices Act 1974*), at the Promoter's option, to any one of supplying or replacing, or paying the cost of supplying or replacing the goods or supplying again, or paying the cost of supplying again, the services in respect of which the breach occurred.
20. Except in relation to the breach of any Non-excludable Condition and the Promoter's liability to a winner to provide a prize or a substitute under these Terms and Conditions, the Promoter (including its 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, consequential or loss reasonably contemplated by the parties at the time of entering into these Terms and Conditions, arising out of or in connection with the Promotion, including, but not limited to, 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) any tax liability incurred by a winner or entrant; or (g) use of a prize. The winners should seek independent financial advice, as a tax liability may exist in connection with winning the prize.

### **General**

21. The Promoter's decision is final and no correspondence will be entered into.
22. The Promoter reserves the right to verify, at any time, the validity of entries and Eligible Entrants (including identity, age and place of residence) and to disqualify any Eligible Entrant who participates in the Promotion that is not in accordance with these Terms and Conditions or who tampers in any way with the entry process. Failure by Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
23. If there is a dispute as to the identity of an Eligible Entrant to the Promotion, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

24. 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, 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.
25. It is a condition of receiving a prize that, if requested by the Promoter, a prize winner must verify by statutory declaration that their winning entry complies with these Terms and Conditions.
26. An entrant may at any time request that he or she be withdrawn from the Promotion, and the Promoter must use its reasonable efforts to withdraw the entrant as soon as practicable.
27. If a provision of these Terms and Conditions is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of these Terms and Conditions. All other provisions of these Terms and Conditions remain in full force and effect.
28. Authorised under NSW Permit No. LTPS/10/05697, Victorian Permit No. 10/2018, ACT TP10/02609 & SA Licence No. T10/1409.