

SAVINGS MAXIMISER "2009 FORMULA 1" PROMOTION

HOW TO ENTER

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

- (a) hold or open a Savings Maximiser Account between 9 January 2009 and 13 February 2009; and
- (b) increase the balance of their account at 9 January 2009 by at least \$100 before 13 February 2009.

Eligible entrants will automatically receive one entry into the draw for each eligible \$100 increase to their account balance. For a \$100 increase to be eligible:

- (a) one account balance must be increased by \$100. For example, a \$50 increase in one account and a \$50 in another account will not be an eligible increase; and
- (b) each \$100 account balance increase achieved during the draw period must be maintained until the end of that draw period.

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions.
2. Participation in the Savings Maximiser "2009 Formula 1" promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions.
3. The Promotion commences at 12:01 am on 9 January 2009 and ends at 11:59pm on 13 February 2009 ("**Promotion Period**").
4. The Promotion is conducted by ING Bank (Australia) Limited (ABN 24 000 893 292) of 140 Sussex Street, Sydney, New South Wales, Australia ("**Promoter**")
5. "**Customer**" means a customer of Promoter during the Promotion Period who is an Australian resident.
6. References to entry open time and entry close time and the draw date in relation to a prize draw are set out in clause 13.
7. Any reference to a time of the day in these Terms and Conditions means the time in Sydney, NSW unless specified otherwise.

Eligibility

8. Subject to clause 9, entry to the Promotion is only open to Eligible Entrants. An "**Eligible Entrant**" is a Customer who:
 - (a) holds an ING DIRECT Savings Maximiser Account ("**SM Account**") that is opened before or during the Promotion Period; and
 - (b) has provided their tax file number to the Promoter by the entry close time for the draw.
9. 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.

10. To be eligible to claim a prize, Eligible Entrants must:
- (a) for the Promotion Period, have complied with Promoter's trading terms and conditions applicable to their SM Account; and
 - (b) ensure that their SM Account is not overdrawn on the draw date of the draw.

Prize draw

11. Eligible Entrants will automatically receive one entry into the draw for each eligible \$100 increase to their SM Account. The prize winners from the draw will be randomly selected from the pool of valid entries. The draw will be conducted at an account level, not at a Customer level.
12. Multiple entries are permitted, subject to the following: (a) only one entry permitted per Eligible Entrant for each eligible \$100 account increase; and (b) for an account increase to be eligible, each account increase during the draw period must be maintained until the end of that draw period. For the avoidance of doubt, if any deposit is made and withdrawn for any period of time whatsoever, it will not constitute a valid account increase.
13. Relevant dates regarding the prize draw are as follows:

Draw	Entry is open from the start of	Entry closes at the end of	Prize draw date	Winners published
1	09/01/2009	13/02/2009	Midday 18/02/2009	25/02/2009

14. 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. The draw will take place at 15 Grosvenor Street Neutral Bay 2089, Sydney, NSW Australia on the date specified in clause 13. winners will be notified by phone within 2 business days after the draw date and then by mail, with their prize and names published in *The Australian* newspaper on the date specified in clause 13.
15. If any prize remains unclaimed on 14/06/2009 a second chance draw will take place on **04/07/2009** at the same time and place as the original draw, subject to any law or directions from a regulatory authority. In the case that a portion of the prize is an expired event (i.e. the event has already taken place), the prize winner will forfeit that portion of the prize. The winners 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 **11/07/2009**.
16. The first valid and correct entry drawn will win a new Renault Koleos Dynamique 4x2 (continuously variable transmission) ("**Renault Prize**"). Total prize value is up to AU\$32,990.00 including all compulsory insurance and on-road costs (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The winner must collect the prize from their nearest authorised Renault dealership within six months of notification.
17. The next 4 valid and correct entries drawn will each win a trip for 2 people to the 2009 ING Australian Grand Prix in Melbourne Victoria, valued at up to \$5,000.00 depending on date and point of departure ("**Ticket Prize**"). Prize includes return economy airfares from the winner's nearest Australian capital city to Melbourne, Victoria for two people (if necessary i.e. if either of the winners are a Victorian

resident they will forfeit the airfare portion of the prize and no payment will be made in lieu), four nights twin share accommodation in a standard room at a four star hotel in Melbourne and 2 grandstand tickets to attend each day of the 2009 ING Australian Grand Prix.

18. Flights leave from the Ticket Prize winner's nearest Australian capital city. Ticket Prize winners and their companions must travel on the same flight. Travel arrangements to and from each Ticket Prize winner's capital city airport do not form part of the Ticket Prize and are the responsibility of the Ticket Prize winner and their companion. Any alterations to flights that have been confirmed by the Ticket Prize winner and/or accommodation details will be at the expense of the Ticket Prize winner and their companion. Itinerary to be determined by Promoter in its absolute discretion. In the event that flights are not available, Promoter reserves the right, where practical, to offer alternative travel arrangements.
19. Unless otherwise stated in these Terms and Conditions, Ticket Prizes do not include spending money, meals, hotel car parking, other hotel incidentals, ground transportation, taxes not included in the price of the ticket, travel, or related insurance, gratuities, pre and post accommodation, optional activities or excursions, merchandise or any other costs of a related, ancillary or incidental nature. A credit card imprint or cash deposit may be required from the Ticket Prize winner at check-in to the hotel for all incidental charges.
20. The Ticket Prize is subject to the standard terms and conditions of individual prize and service providers.
21. The next 10 valid and correct entries drawn will each win \$1,000.00 in the form of a bonus interest payment to the ING DIRECT savings account the winner used in entering the Promotion on that account's next interest payment date.
22. The total prize pool value is \$62,990.00. Prize values are the recommended retail prices and are correct as at 28 November 2008. The winners are not entitled to receive any money from any party if there is a difference between the current prize value as at 28 November 2008 and the actual prize value as at the date and time of the draw.
23. It is a condition of eligibility that the winners of the Ticket Prize must be available to take the prize to coincide with the 2009 ING Australian Grand Prix event with flights departing between 26/03/2009 and 30/03/2009 subject to booking and flight availability.
24. The Ticket Prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. By entering this Promotion Eligible Entrants agree that if they win the Ticket Prize, they and their companion (who must be made aware of these Terms and Conditions by the Eligible Entrant), must comply with the Conditions of Entry to the 2009 ING Australian Grand Prix that are posted at the entry to the Grand Prix circuit and also available at www.grandprix.com.au. The Eligible Entrant acknowledges and accepts that motor racing is dangerous and accidents may happen, and that participation in the Ticket Prize has a degree of danger. Promoter and event organisers hereby expressly reserve the right to eject any Ticket Prize winner (and/or their companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Ticket Prize.

25. By entering the Promotion, Eligible Entrants agree that the name and photograph of the winners may be used for promotional purposes by Promoter, unless a winner otherwise notifies Promoter at the time of accepting their prize.
26. If any prize (or part of any prize) is unavailable, 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 law or written directions from a regulatory authority.
27. If the winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian, who must be an Australian resident, for tax purposes, during the financial year the prize is awarded and provide Promoter with their tax file number or exemption code, as applicable.
28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Subject to clause 15, if for any reason a winner does not take an element of the prize at the time stipulated by Promoter, then the prize or that element of the prize will be forfeited.

Liability and indemnity

29. To the extent permitted by law, each Ticket Prize winner (and their companion) must exclude, release and forever discharge Promoter, the Minister administering the Australian Grands Prix Act 1994 (Vic), the Minister administering the Crown Land (Reserves) Act 1978, the Crown in the right of the State of Victoria, Parks Victoria, State Sport Centres Trust, Kellogg Brown and Root Pty Ltd, the Confederation of Australian Motor Sports Ltd, the Federation Internationale de l'Automobile, Formula One Administration Limited, Formula One Management Limited, and all other persons involved in the conduct, promotion and organisation of the 2009 ING Australian Grand Prix, and their respective employees, officers, agents and contractors from all liability for claims, loss, damage, cost or expenses (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third party rights or otherwise) arising from or in connection with the participation in the Ticket Prize or attendance at the 2009 ING Australian Grand Prix or otherwise howsoever arising. The Ticket Prize winners (and their companions) must, on request of Promoter, execute any and all documentation (if any) necessary to give effect to this clause 29.
30. Promoter excludes all implied conditions, warranties and terms, except those that cannot be excluded in law ("**Non excludible Condition**").
31. To the maximum extent permitted in law 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 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.
32. Subject to clause 31 and Promoter's liability to a winner to provide a prize or a substitute under these Terms and Conditions, Promoter (including its officers, employees and agents) excludes all liability (including in 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, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under 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 Promoter) due to any reason beyond the reasonable control of Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; or (e) use of a prize for any purpose.

33. Winning prizes in the Promotion may incur a taxation liability under section 26AJ of the *Income Tax Assessment Act 1936* ("**s26AJ Liability**"). Promoter will indemnify the winners for any s26AJ Liability, subject to Promoter's receipt of documentation, satisfactory to Promoter, evidencing any such tax liability that has been incurred as a result of winning a prize. To the extent that any payment made by Promoter to indemnify the winner for a s26AJ Liability is subject to tax payable by the winner, the amount payable in respect of a s26AJ Liability shall be increased by an additional amount to an increased total amount ("**Increased Amount**") where the additional amount is equal to the tax payable on the Increased Amount. Promoter accepts no responsibility for any other tax implications, including but not limited to capital gains tax, that may arise from any prize winnings. Independent financial advice should be sought.

Personal information

34. 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 Australian regulatory authorities. Entry is conditional on providing this information.
35. Unless otherwise advised, Promoter may also use the personal information for promotional, marketing and publicity purposes including sending electronic messages. Entrants should direct any request to access, update or correct information to Promoter. All entries become the property of Promoter.

General

36. Promoter's decision is final and no correspondence will be entered into.
37. Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including identity, age and place of residence) and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
38. If there is a dispute as to the identity of an Eligible Entrant, Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
39. 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 Promoter, 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.
40. It is a condition of accepting any prize that, if requested by Promoter, a prize winner must verify by statutory declaration that their winning entry complies with, and they agree to be bound by, these Terms and Conditions.

41. An entrant may at any time request that he or she be withdrawn from the Promotion, and Promoter must use its reasonable efforts to withdraw the entrant as soon as practicable.
42. The agreement created under these Terms and Conditions is subject to the laws of New South Wales, and entrants and Promoter submit to the non-exclusive jurisdiction of the courts of that State.
43. 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.

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