



## Terms and Conditions

### VISA PAYS 2019 PROMOTION TERMS AND CONDITIONS

Participation in this Visa Pays 2019 ("**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/19/35908. ACT Permit No. TP19/03684. SA Permit No. T19/1072

1. The Promotion commences on 15.08.2019 and closes at 11:59pm AEDST on 10.10.2019 ("**Promotional Period**").
2. Entry is only open to individuals who satisfy the following eligibility criteria:
  - (a) Australian resident aged 18 years or over who have a valid Velocity Frequent Flyer Account at the time of the draw or subsequently join Velocity to redeem a prize;
  - (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 [www.cuscalpayments.com.au/visapays2019](http://www.cuscalpayments.com.au/visapays2019)). 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 Promoter;
  - (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);
  - (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 four (4) separate contactless purchase/transaction using their digital mobile wallet (each a "**Qualifying Contactless Mobile Wallet Transaction**"). A Qualifying Contactless Mobile Transaction means any Visa contactless purchase/transaction made with the entrant's mobile device of any value. Transactions conducted by pressing the Savings, Cheque or Credit buttons and/or swiping or inserting a 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 four (4) Qualifying Contactless Mobile Transaction made during the Promotional Period. For clarity, if an individual makes eight (8) Qualifying Contactless Mobile Transactions during the Promotional Period, the individual will be entitled to two (2) entries into the draw.
8. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza 210 Central Coast Highway, Erina NSW 2250 on 14.11.2019 at 11:00am in the presence of an independent scrutineer. 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. Winners will be notified by telephone within two (2) business days of the draw and in writing, and their names will be published online at [www.cuscalpayments.com.au/visapays2019](http://www.cuscalpayments.com.au/visapays2019) from 15.11.2019. In the event a winner is a SA resident their name will also be published in The Advertiser (SA) on 19.11.2019. 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 one (1) million Velocity Frequent Flyer Points valued at \$40,700 (including GST).
12. The next eight (8) valid entries drawn will each win fifty thousand (50,000) Velocity Frequent Flyer Points valued at \$ 2,035 (including GST).
13. The prize values are based on a sample of the rewards that could be obtained by redeeming a Velocity Frequent Flyer Points prize through the Velocity Frequent Flyer program at the time of this Promotion. The estimated prize values are provided for the purposes of licensing this promotion only – the value of the Velocity Frequent Flyer Points will vary depending on how and when they are redeemed by the winners through the Velocity Frequent Flyer Points program.
14. The Velocity Frequent Flyer Points will be credited to a winner's Velocity Frequent Flyer membership account.
15. To earn and redeem Velocity Frequent Flyer Points you must be a Velocity member. Velocity membership and Points earn and redemption are subject to the Member Terms and Conditions, available at [velocityfrequentflyer.com](http://velocityfrequentflyer.com), as amended from time to time.
16. The Velocity Frequent Flyer Points can be redeemed through the Velocity Frequent Flyer Points program in several ways, in accordance with the terms and conditions of the Velocity Frequent Flyer program and Velocity Frequent Flyer rewards store.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
18. If any prize (or part of any 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.
19. The total prize pool value is AU\$56,980. Prizes are not transferable or exchangeable and cannot be taken as cash.
20. If for any reason a prize remains unclaimed by 10:00am on 14.02.2020, the prize will be forfeited and a re-draw will take place at 11:00am on 14.02.2020 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 name/s will be published online at [www.cuscalpayments.com.au/visapays2019](http://www.cuscalpayments.com.au/visapays2019) from 18.02.2020. In the event a winner is an SA resident their name will also be published in the Advertiser (SA) on **18.02.2020**. If an unclaimed prize draw winner does not take their prize by the time specified by the Promoter, then the prize will be forfeited.
21. 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
22. 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.
23. 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.
24. 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) any tax liability incurred by the winner or entrant; or (f) the acceptance or use of a prize.

25. 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.
26. 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, Velocity Frequent Flyer Pty Ltd and its related bodies corporate 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>.
27. As a condition of accepting the prize, winners 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.

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