## ING \$1,000 Chance to Win 25 Years Promotion



## Terms and Conditions

These Terms and Conditions apply to the ING \$1,000 Chance to Win 25 Years Promotion. Information on entry into the draw, how entries will be drawn and prizes are set out in these Terms and Conditions.

- 1. The promoter is ING Bank (Australia) Limited, ABN 24 000 893 292, AFSL 229823, Australian Credit Licence 229823 (trading as 'ING') of Level 28, 60 Margaret Street, Sydney NSW 2000, telephone 133 464 ("Promoter").
- 2. The promotion commences at 12:01am (AEST) on 1 May 2024 and ends at 11:59pm (AEST) on 31 July 2024 ("Promotional Period").
- **3.** To be eligible to be enter the draw to win 1 of 25 \$1,000 prizes each month during the Promotional Period, you must be a current customer of the Promoter and during the promotional period you must:
  - be an Australian tax resident aged 18 years or over at the time of the draw with a valid Tax File Number on file;
  - hold an active ING Orange Everyday Account at the time of the applicable Monthly Draw which has been opened before the Promotional Period begins; and
  - have logged in at least once to the ING mobile app during the calendar month of a Monthly Draw within the Promotional Period.

A maximum of one (1) entry per eligible person will be admitted in each Draw irrespective of the number of times they have logged into the ING mobile app during the Monthly Draw.

- **4.** If you have met eligibility criteria, you will be automatically entered into the Monthly Draw during which you met eligibility. Please click on this link <u>campaigns.ing.com.au/chancetowin-25years</u> to access the promotion webpage or if you wish to contact us go to <u>ing.com.au/contact-us</u>.
- 5. Employees of the Promoter (and their immediate families) 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.
- **6.** 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 reasonably believes has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper conduct 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.
- 7. There will be a total of three (3) draws conducted during the Promotional Period, and 25 winners in each Monthly Draw. The draws will take place at MDSA, Level 16, 1 Denison Street, North Sydney NSW 2060 at 10:00AM (AEST) on the Monthly Draw Dates included in the table below:

Monthly draws	<b>Monthly draw entry periods</b> Starting from 12.01am & closing 11.59pm (AEDT/AEST)	Monthly draw dates	Monthly announcement dates
1 - May	01/05/24-31/05/24	07/06/24	21/06/24
2 – June	01/06/24-30/06/24	08/07/24	22/07/24
3 – July	01/07/24-31/07/24	07/08/24	21/08/24

- **8.** The first 25 eligible entries randomly drawn in each Monthly Draw will win AU\$1,000 each, a total of AU\$25,000 each month for three (3) months. The maximum value of the total prize pool is AU\$75,000 over the Promotional Period.
- 9. Each prize will be credited to the applicable winner's Orange Everyday account by electronic transfer within 28 days of the Monthly Draw Date. In order to receive the prize, the winner must have an active ING Orange Everyday at the time of payment. If a winner holds more than one Orange Everyday account, the Promoter will elect the Orange Everyday account to which the prize will be credited. The winner is not required to do anything in order to claim the prize.



- **10.** Each winner will be notified by telephone and in writing by email within 2 business days of the Monthly Draw Date and their name will be announced online at <u>campaigns.ing.com.au/chancetowin-25years</u> on the applicable Monthly Announcement Date outlined in the table in condition 7 of these Terms & Conditions, for a minimum of 28 days.
- 11. If the winner declines to accept the prize, they must advise the Promoter within 4 business days of being notified. This can be done via phone on 133 464, or they can message us using details available on <a href="ing.com.au/contact-us">ing.com.au/contact-us</a>.
- **12.** The Promoter's decision is final and no correspondence will be entered into.
- 13. Neither a prize, nor any portion of a prize, will be transferable or exchangeable.
- 14. If necessary, a redraw for an unclaimed or declined prize will take place three months and one week from the date of the draw (with any final redraw taking place on 14 November 2024 at the same time and place as the original draw, (subject to any directions from a regulatory authority). The winner/s, if any, will be notified by phone and in writing by email within 2 business days of the redraw and given 4 business days to notify the Promoter if they decline to accept the prize. The winner/s will be announced online at <a href="mailto:campaigns.ing.com.au/chancetowin-25years">campaigns.ing.com.au/chancetowin-25years</a> one week from the date of the redraw (with any final announcement being made on 21 November 2024, if required).
- **15.** Winners may incur a tax liability in respect of any prize won and, accordingly, should seek independent tax advice. Any tax liability incurred is the responsibility of the winner.
- **16.** The Promoter will seek the consent of the winner prior to using the name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for any period. No remuneration is offered for the purpose of promoting this offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 17. 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.
- 18. 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: (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 (f) use of/taking/redeeming a prize, except to the extent that ING's negligence, wilful misconduct or fraud contributed to that loss or damage.
- 19. 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 PI as set out in its Privacy Policy, which can be viewed at <a href="ing.com.au/privacy">ing.com.au/privacy</a>. The Privacy Policy also contains information about how entrants may opt out of receiving direct marketing material from ING, 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 (see the Promoter's Privacy Policy for details).
- 20. Authorised under NSW Permit No. NTP/09408, ACT TP24/00682 & SA Licence No. T24/514.

