# Cashback Moments Spend Promotion 2025



# **Terms and Conditions**

### 1. Promotion Details

This Promotion ("**Promotion**") is conducted by ING Bank (Australia) Limited ("**ING, we, us, our**") ABN 24 000 893 292 AFSL & Australian credit licence 229823 of 60 Margaret Street, Sydney NSW 2000. To contact us, please visit ing.com.au/contactus.

#### 2. Promotional Period

The Promotion commences at 12.00am AEST on 5 September 2025 and ends at 11:59pm AEST on 30 November 2025 ("**Promotional Period**") or until the Prize Pool has been exhausted.

ING will provide notice where the Promotional Period is shortened or extended for this purpose.

### 3. Who can enter?

You will be an Eligible Entrant to the Promotion if you:

- are an Australian resident for tax purposes aged 18 years or over; and,
- hold an active Orange Everyday account at the time of entry; and
- either:
  - Are already opted into receiving marketing communications from us; or
  - Activate this Promotion in the ING app or online banking before or during the Promotional Period by activating this Promotion you agree that we can use your personal information for the purposes of this Promotion and opt in to receiving marketing communications from us about this Promotion; or
  - Opt in to marketing by sending a secure message in the ING app or online banking. For the best ways to contact us, visit at <a href="ing.com.au/contactus">ing.com.au/contactus</a>.
- Remain opted in to those marketing communications until 12 January 2026 (this allows us to contact you if you have won); and
- be the original recipient of an email from ING about the Promotion; and
- not be in arrears and financial hardship.

By entering the Promotion, Eligible Entrants accept these terms and conditions.

# 4. Who is not able to enter?

Employees of ING and agencies associated with this Promotion, and anyone ING reasonably determines to be their immediate family, 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, brother, sister, step-brother or step-sister.

# 5. In which States and Territories is this Promotion open?

Australia wide.

#### How to enter

To enter the Promotion an Eligible card purchase will need to be conducted on an Eligible Entrant's Orange Everyday or Orange One card during the Promotional Period.

An Eligible Entrant will receive one (1) entry to the Promotion every time that:

- they make an Eligible Card purchase on their Orange Everyday or Orange One account held in their name (whether it is pending or settled) using an Orange Everyday or Orange One card during the Promotional Period; or
- an additional cardholder makes an Eligible Card purchase on an Orange One account held in the Eligible Entrant's name.

For the avoidance of doubt, all Orange One entries will be allocated to the Orange One account holder where an additional card holder conducts an Eligible card purchase. Additional card holders will not be named in the entry.

Standard Orange One Terms and Conditions apply.



There is no limit to the number of entries an Eligible Entrant can receive.

An Eligible Card purchase is any card purchase made using:

- using the physical or virtual card, or
- entering the 16 digit card number to make an online purchase.

The following are not Eligible card purchases:

- ATM or other cash withdrawals
- Cash advances
- Pseudo cash card purchases
   (e.g. gambling, crypto, mobile top ups, gift cards, foreign currency and travellers' cheque purchases)
- BPAY payments
- Pay Anyone payments
- Internal payments

# 7. What are the prizes?

- There are three thousand eight hundred and fifty-five (3,855) prizes to be won during the Promotional Period, including:
  - **Quick win:** Three thousand five hundred (3,500) minor prizes of AUD \$100.00.
  - Big Boost: Three hundred and fifty (350) medium prizes of AUD \$1,000.00.
  - Ultimate Winback: Five (5) major prizes of AUD \$10,000.00
- The total Prize Pool of this Promotion is AUD \$750,000.00.
- The winner of any prize is responsible for all other costs and expenses in any way associated with their prize. This includes any tax liability incurred. The winner of any prize may wish to seek independent tax advice in this respect. Details of prize winners may be included in the ATO Annual Investment Income Report.
- Prizes are not redeemable for any other prize and are not exchangeable or transferrable to any other person.
- We may refuse to pay the cash reward in respect of any or all card purchases made in relation to this offer if, in our reasonable opinion, you have used this offer in a manner that is not satisfactory to us or otherwise not in line with the intent of the offer. This includes conduct by a cardholder which, in our reasonable opinion, undermines the fair and intended operation of the offer, such as where:
  - the cardholder performs a high velocity of card purchases to the value of \$0.05
  - the cardholder shares card details with third parties to perform purchases on their behalf
  - the account is in receipt of funds from fraud
  - the card purchase is disputed
  - the account is being used inconsistently with the account terms and conditions
  - the cardholder engages in acts of aggression towards staff
  - we reasonably suspect that the cardholder is causing harm to others, including acts of financial abuse.

### 8. How will the winners be chosen?

The winners for each prize will be allocated as follows:

**Quick Win** – Every 50,000th card purchase that is processed to ING Orange Everyday or Orange One accounts during the Promotional Period will be allocated as a winning card purchase for a \$100 prize. If:

- that card purchase is not an Eligible card purchase under this Promotion; or
- the holder of the account on which that card purchase was processed is not an Eligible Entrant;

The Quick Win prize will be allocated to the preceding Eligible card purchase conducted on the account of an Eligible Entrant.

**Big Boost** – Every 500,000th card purchase that is processed to ING Orange Everyday or Orange One accounts during the Promotional Period will be allocated as a winning card purchase for a \$1,000 prize. If:

- that card purchase is not an Eligible card purchase under this Promotion; or
- the holder of the account on which that card purchase was processed is not an Eligible Entrant;

The Big Boost prize will be allocated to the preceding Eligible card purchase conducted on the account of an Eligible Entrant.

**Ultimate Winback** – Every 50,000,000th card purchase that is processed to ING Orange Everyday or Orange One accounts during the Promotional Period will be allocated as a winning card purchase for a \$10,000 prize. If:

• that card purchase is not an Eligible Card purchase under this Promotion; or



• the holder of the account on which that card purchase was processed is not an Eligible Entrant; The Ultimate Winback prize will be allocated to the preceding Eligible card purchase conducted on the account of an Eligible Entrant.

There is no limit to the number of prizes an Eligible Entrant can win.

# 9. How we'll let the winners know they've won a prize.

- A winner will be notified by SMS and email within three (3) business days from the day the winning card purchase is made. In some instances, this may take longer.
- It is the Eligible Entrant's responsibility to keep their contact details up to date, and to notify ING of any changes to their contact details. ING takes no responsibility where we are unable to contact prize winners who have not provided correct or complete contact details.
- The first initial, surname and state of each winner will be published online at <u>campaigns.ing.com.au/cashback-moments-winners</u> every Tuesday during the Promotional Period (except the first Tuesday), and the first Tuesday after the Promotional Period, for a minimum of 30 days (i.e. the first publishing date will be 9 September 2025 and the final publishing date will be 2 December 2025). If a winner is a South Australian resident, their postcode will also be published online unless they request otherwise within four (4) business days of payment into the winner's account. This can be done by sending a secure Message via the ING Mobile App or online banking or by calling 133 464.

## 10. Prize distribution.

In order to receive the prize, the winner must have an active and unrestricted Orange Everyday account at the time of payment.

Prizes for all winning card purchases will be allocated to the Eligible Entrant's Orange Everyday account with the highest balance as at the date on the date the payment is made. This could be an account held jointly with another account holder. For the avoidance of doubt, if the prize is paid into a jointly held Orange Everyday account, the prize will only be paid once, regardless of the number of account holders.

We will pay the prize through electronic funds transfer, within 10 business days of the winning transaction. In some cases, this may take longer. If you don't want to accept the prize, you can let us know on 133 464 or through secure Message from the day you get notified that you are a winner until 7 business days after the day of payment.

In the event that a prize for a winning card purchase is declined or unclaimed, including because the Eligible Entrant declines to accept the prize, or because after making all reasonable inquiries, we are unable to make the payment of the prize into your account due to it being closed, restricted, or any other reasons, we will treat that prize as unclaimed and ING may redraw the prize in accordance with clause 11.

# 11. Unclaimed prizes.

If necessary, any unclaimed or declined prize will be reallocated on 12 January 2026. Those prizes will be allocated to the Eligible card purchase that directly preceded the original winning card purchase that was determined in accordance with clause 8, provided that the new winner remains an Eligible Entrant and holds an active and unrestricted Orange Everyday account. Winners of any unclaimed prize will be notified in writing within 7 days of prize allocation, and their first initial, surname and state will be published online at <a href="mailto:campaigns.ing.com.au/cashback-moments-winners">campaigns.ing.com.au/cashback-moments-winners</a>. If a winner is a South Australian resident, their postcode will also be published online unless they request otherwise within four (4) business days of payment into the winner's account. This can be done by sending a secure Message via the ING Mobile App or online banking or by calling 133 464.

# 12. Is there an entry fee?

No, there is no entry fee.

### 13. Our decisions are final.

- Our decisions are final and no correspondence will be entered into. This is a game of chance.
- ING may, acting reasonably, extend or withdraw this Promotion at any time at its sole discretion with notice.
- Subject to regulatory approval, we reserve the right to amend the Promotion and its Terms and Conditions at any
  time and for any reason and will notify Eligible Entrants of any such amendments as soon as reasonably
  practicable on the Promotion page at <u>campaigns.ing.com.au/cashback-moments</u>. It is your responsibility to
  regularly check the Promotion page for any amendments.
- 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, ING (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 competition including:

- a) any technical difficulties or equipment malfunction (whether or not under our 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 our receipt) due to any reason beyond our reasonable control;
- 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 or taking or redeeming a prize
- except to the extent that ING's negligence, wilful misconduct or fraud contributed to that loss or damage.
- To the extent permitted by law (including the Australian Consumer Law), if the Promotion is not capable of running as planned including by reason of technical failure, fraud or any cause beyond our control, we may cancel or suspend the Promotion or invalidate any affected entries, subject to regulatory approval.
- To the extent permitted by applicable law, nothing in these Terms and Conditions limits the rights of the parties to bring proceedings in connection with this Promotion in any court of competent jurisdiction.

# 14. How we handle your personal information.

ING 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. ING 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 ING. Unless otherwise indicated by ING, we may disclose PI to entities outside of Australia (see ING's Privacy Policy for details).

• We 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 us.

The promoter is ING Bank (Australia) Limited, ABN 24 000 893 292, AFSL 229823, Australian Credit Licence 229823 (trading as 'ING AUSTRALIA') of Level 28, 60 Margaret Street, Sydney NSW 2000, telephone 133 464 ("**Promoter**").

15. Authorised under NSW Licence No. NTP/14172; ACT Licence No. TP25/01942; and SA Licence No. T25/1456.

