

Heritage Bank

Tweed Heads & Macquarie Park February 2022

Member Referral Terms and Conditions

1. Information on eligibility for the Offer forms part of these Terms and Conditions. Participation in this Offer is deemed acceptance of these Terms and Conditions.
2. This Offer is being conducted by Heritage Bank Limited ABN 32 087 652 024, AFSL and Australian Credit Licence 240984 of 400 Ruthven Street, Toowoomba QLD 4350, telephone 13 14 22 (**Heritage**).
3. The Offer is one cash payment to the value of one-hundred dollars (\$100.00) per New Member that the Referrer refers to an Eligible Branch during the Promotion Period in accordance with the requirements contained in clause 4 of these Terms and Conditions (the **Offer**).
4. To be eligible, you (**Referrer**) must be a Heritage member and:
 - a. refer a person to apply for a new Heritage membership (any membership type) (**New Member**); and
 - b. the New Member or any parties under the new membership must not already be a Heritage member or have any existing accounts with Heritage, and must open one of the products listed below (**Eligible Product**):
 - Savings account
 - Transaction account
 - Business account; and
 - c. Memberships must be opened between 9.00am 1 February and 4.30pm 28 February 2022 (**Promotion Period**), at one of the following Heritage Bank branches (**Eligible Branch**).
 - Heritage Bank Tweed Heads branch, Tenancy 236-7-8 Tweed City Shopping Centre, 54 Minjungbal Drive, Tweed Heads South NSW 2486; or
 - Heritage Bank Macquarie Park branch, Shop 3 and 4 Macquarie Centre, cnr Herring and Waterloo Roads, North Ryde NSW 2113; and
 - d. the Referrer must not be a Heritage employee or their immediate family, a Heritage mini-branch owner or their staff or immediate family, or a third party introducer (such as a broker or Heritage alliance partner) and must not have made the referral of the New Member in the course of any business carried on by the Referrer under any circumstances. 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 first cousin; and
 - e. the New Member must supply the details of the Referrer at the time of applying for the new membership or within 28 days of membership creation. No referral details will be accepted after this time and the New Member and the Referrer will be ineligible for any Relevant Promotion. Heritage's Privacy Policy is available at heritage.com.au/Privacy-Policy; and

- f. the Referrer must disclose to the New Member that, subject to these Tweed Heads & Macquarie Park February 2022 Member Referral Terms and Conditions, they will both receive a \$100 cash reward if the New Member takes out an Eligible Product.
5. A Referrer can refer up to a maximum of five (5) New Members within the Promotion Period and receive a maximum cash reward of five-hundred dollars (\$500.00). Where the Referrer's account is a joint account, only one cash payment will be paid to the account per New Member that is referred and the account holders will share the reward.
6. Both the New Member and Referrer must have active accounts at the time that Heritage conducts an eligibility assessment. "Active accounts" means accounts listed in Clause 12 of these Terms and Conditions, with regular debit or credit transactions that are not Heritage fees or interest transactions. Examples of debit or credit transactions include deposits, withdrawals, EFTPOS/Credit transactions, payroll credits, etc.
7. Eligible members will receive their cash reward within seven days after Heritage undertakes an eligibility assessment. Eligibility will be assessed between 1 and 31 March 2022. Cash reward payments will be made by electronic transfer to a Heritage transaction account held in their name (or if no Heritage bank account is nominated such Heritage bank account will be chosen by Heritage in its absolute discretion). Heritage account details will be used to issue the cash payments.
8. Neither the New Member nor Referrer can transfer or assign their right to the cash payment under the Offer to any other person.
9. The cash reward may constitute assessable income and, as such, members should seek independent advice to determine their taxation obligations.
10. Except for liability that cannot be excluded by law, Heritage accepts no liability for any event, circumstances, loss or expense arising from this promotion or the taking or use of a prize by the prize-winner or any other person.
11. Entrants consent to Heritage 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 in relation to this promotion and customer testimonials for marketing activity as required.
12. Heritage reserves the right, at any time, to verify the validity of each New Member and Referrer and to disqualify any member who Heritage reasonably believes has breached these Terms and Conditions, tampered with the Offer process or engaged in any unlawful or other improper misconduct to risk fair and proper conduct of this Offer. Errors and omissions may be accepted at Heritage's discretion. If Heritage fails to enforce any of its rights at any stage this does not constitute a waiver of those rights and rights to recover damages or other compensation are reserved.
13. If this Offer 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 Heritage, including but not limited to technical difficulties, unauthorised intervention or fraud, Heritage reserves the right, in its sole discretion, to the fullest extent permitted by law: to disqualify any member; or subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Offer, as appropriate.
14. 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 2010, as well as any other implied warranties under the ASIC Act 2001 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, Heritage (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 Offer.

15. Privacy Notice: Participation is conditional on providing the requested personal information. By entering this Offer, participants consent to the retention, use and disclosure of their personal information by Heritage in the following ways:
- a. If the participant is eligible to receive this Offer, participants consent to Heritage using their name, likeness, image and/or voice for publicity purposes in any media for an unlimited period without remuneration, compensation or prior notice to the participant for the purpose of promoting this Offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by Heritage; and
 - b. In addition to any use that may be outlined above, sending participants publications and communications about events, promotions, products and services. This includes distributing marketing material for goods and services Offered by Heritage, its related bodies corporate and businesses which have arrangements with Heritage or its related bodies corporate. Participants agree that communications may be sent by post, email and/or SMS.
16. Heritage may disclose personal information to third parties for the above purposes including but not limited to agents, contractors, service providers, prize suppliers and, as required by regulatory authorities. For the purpose of conducting this Offer and sending Offers and information to entrants, Heritage will not disclose the entrant's personal information to entities outside of Australia. Heritage's Privacy Policy is available in-branch or at heritage.com.au/terms-conditions/privacy-policy. The Privacy Policy also contains information about how participants may opt out, access, update or correct their personal information, how participants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.