

28 Degrees Platinum Mastercard®  
 Christmas Campaign 2018  
 Schedule

<u>General</u>	
Promotion Name	28 Degrees Platinum Mastercard® Christmas Campaign 2018
Promoter's Details	Name: Latitude Finance Australia Address: 800 Collins Street, Docklands VIC, 3008 ABN: 42 008 583 588 Telephone Number: <u>1300 552 079</u> (28 Degrees phone number) Privacy Policy: <a href="https://www.latitudefinancial.com.au/privacy/">https://www.latitudefinancial.com.au/privacy/</a>
Permit Numbers	NSW: LTPS/18/30146 ACT: TP18/02324 SA: T18/2099
Promotion Start/Close Date	The Promotion starts at 09.00am Australian Eastern Standard Daylight-Savings Time (AEDT) on Monday, 3rd December 2018 and closes at 23.59pm AEDT on , Monday 24 <sup>th</sup> December 2018 ( <b>"Promotional Period"</b> ). No entries will be accepted after this time.
<u>Entry Details</u>	
Entry Restrictions	Entry is open to Australian residents aged 18 years or over.
Entry Requirements	To enter:  Eligible entrants must apply for a 28 Degrees Platinum Mastercard® ( <b>"28 Degrees"</b> ) and be approved for their 28 Degrees card within the Promotional Period.
Exclusions to Entry	Entry is strictly limited to those who apply and get approved for their 28 Degrees card within the Promotional Period. .  Entrants must not be in default of their credit contract as at 3pm AEDT on Tuesday 8 <sup>th</sup> January 2019 in order to be eligible to claim any prize, or they will forfeit the prize if they are a winner.  Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.

	<p>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 1<sup>st</sup> cousin.</p>
<p><b><u>Prize Details</u></b></p>	
<p>Draw Details</p>	<p>The draw will take place at 3:00pm AEDT on Tuesday 8th January 2019, at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250) in the presence of an independent scrutineer.</p>
<p>Prizes</p>	<p>There are thirteen (13) prizes in total.</p> <p>The first valid entry drawn will win one (1) x \$10,000 AUD travel voucher or credit at a travel agency selected by the Promoter to be applied towards a holiday of the winner’s choice (“<b>Major Prize</b>”).</p> <p>The next twelve (12) valid entries drawn will win one (1) x \$1000 credit each to their 28 Degrees account, to be credited within 60 days of the end of the Promotional Period. (“<b>Minor Prizes</b>”)</p>
<p>Prize Terms</p>	<p>All winners will be required to sign a Waiver and Release Agreement, agreeing that they are happy for their images to be used in perpetuity by Latitude Financial Services, Mastercard® and their agencies. There is no payment for this usage.</p> <p>Prizes are subject to the terms and conditions as imposed by the provider of the prize, including period of validity and expiry, or any booking or redemption time frames.</p> <p>Prizes, or any unused portion of a prize are not transferrable to any other person and are not redeemable for cash or an alternative prize.</p>
<p>Total Prize Pool</p>	<p>The total prize pool is valued at \$22,000 AUD</p>
<p><b><u>Notification, Publication, Verification, Delivery</u></b></p>	

Notification/Publication of Winner	<p>Winners will be notified by email or by phone call within two (2) days of the draw and will have their details published on the 28 Degrees Facebook page, the 28 Degrees Instagram Page and the 28 Degrees Website.</p> <p>Winners will have their details published in the Public Notices section of The Australian newspaper on Monday 21<sup>st</sup> January 2019.</p>
Verification Requirements	<p>Entrants and winners may, at the discretion of the Promoter, be required to:</p> <ol style="list-style-type: none"> <li>1. provide proof of identity, age and residency to verify their entry (Proof of Identity). Identification considered suitable for verification is at the Promoter's discretion; and</li> <li>2. If an entrant/winner fails to provide Proof of Identity and a signed Waiver and Release Agreement, their entry/prize claim may be deemed invalid at the Promoter's discretion.</li> </ol>
Delivery Date/Prize Claim	<p>The Prize must be claimed by three (3) months from the date of the draw.</p> <p>The Promoter is not liable for any part of the prize that has been lost, stolen, damaged or tampered with in any way after it has been dispatched.</p>
Unclaimed Prize Draws	<p>The Promoter will conduct an unclaimed prize draw at 11:00am AEST on Monday 8<sup>th</sup> April 2019 at the same place as the original draw and award any prizes that remain unclaimed by the Prize Claim Date. Winners, if any, will be notified by email or by phone call within two (2) days of the draw and will have their details published in the Public Notices section of The Australian newspaper, on Thursday 11<sup>th</sup> April 2019.</p>

### **Terms and Conditions**

1. Participation in the Promotion constitutes acceptance of these Terms and Conditions (including the Schedule). Any capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, except where stated otherwise.
2. The competition will be advertised on the 28 Degrees website, social media and email, as soon as permits are issued.

### **Entry**

3. Entry to Promotion is open to residents who meet the Entry Restrictions, Entry Requirements and Exclusions to Entry.
4. The Promotion will be conducted during the Promotional Period. To enter, entrants must comply with the Method of Entry during the Promotional Period. Any entry must be made personally. No entry made by a third party on behalf of an entrant will be valid.
5. One entry permitted per person.
6. Entries must be submitted in accordance with the Method of Entry. Once submitted, entries will not be capable of alteration or deletion.
7. The Promoter reserves the right to verify identity as per the Verification Requirements. In the event that a winner cannot provide suitable Proof of Identity, the winner will forfeit the prize in whole and no substitute will be offered.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants and reserves the right, in its sole discretion, 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. 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.

#### **Prizes**

9. The prizes specified in the Prize Details, and subject to Prize Terms (including those specified below).
10. Total prize pool is valued at \$22,000 AUD.
11. All costs associated with a prize, which are not expressly included in the Schedule as an element of the prize, are the responsibility of the winner.
12. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to any written directions from a regulatory authority.
13. It is a condition of accepting the prize that the winner must comply with all conditions of use of the prize and any other requirements, or terms, imposed by the supplier of the prize.
14. Winners will not be able to return their prize for a cash refund. Any unused balance of a prize will not be awarded as cash. The Promoter is not responsible for the loss, theft or damage of the items included within prize.
15. The Promoter and any agencies or companies associated with this Promotion, make no representation as to the safety conditions, political conditions, or other issues that may exist at any destination.
16. The winner is responsible for expenses including; accommodation (unless specified), spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.

17. Any ancillary costs associated with redeeming the prize are not included.

### **Determination and Notification**

18. The Winners will be notified, and their names and State/Territory of residence will be published as per the Schedule. The Promoter and the companies/agencies associated with the Promotion may also publish the name and State/Territory of residence of the Winners on their website(s) and in trade publications.
19. The Prize will be awarded to the person named in the valid entry. In the event of any dispute, the prize will be awarded to the account holder of the entry mechanism used to submit the entry.
20. Should an entrant's contract details change during the Promotional Period, it is the entrant's sole responsibility to notify the Promoter.

### **Claiming Prizes**

21. The prize must be claimed by the Prize Claim Date in accordance with instructions set out in the Schedule. If a prize is not accepted or claimed by that Prize Claim Date, the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Draw details specified in the Schedule, subject to any directions given by relevant authorities.
22. The winner of the Major Prize must make a booking for the holiday of their choice within 12 months of the end of the Promotional Period. In the event (for any reason) the winner of the Major Prize does not take, or participate in (due to any issues including travel), an element of the prize at the time stipulated by the Promoter, then that prize will be forfeited and cash will not be awarded in lieu of that element of the prize.

### **Other Terms**

23. The Promoter is not liable for any tax implications that may arise from the prize winnings.
24. 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.
25. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter, in its absolute discretion. If the legal release is not signed within the time specified, the relevant entry will be deemed invalid. Where such occurs, the Promoter may determine a new winner in accordance with the arrangements specified in the Schedule (Unclaimed Prize Draw).
26. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.
27. 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.

28. 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: (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 the prize.
29. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to properly proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, inclement weather conditions, acts of God, civil unrest, strike, war, act of terrorism, computer virus, fraud, tampering, unauthorised intervention, or technical failure, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the competition, subject to direction of the relevant authorities.
30. 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 <https://www.latitundefinancial.com.au/privacy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, 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. The Promoter will not disclose PI to any entity outside of Australia.
31. The Promoter may disclose entrants' personal information to companies connected with this Promotion and to State/Territory authorities. If the entrant does not agree with the collection, use, holding or disclosure of their personal information, they must not enter this competition. If the entrant no longer consents to their details being used, or wish to update, modify or delete their details, the entrant should contact the Promoter.
32. The Promoter is Latitude Finance Australia (ABN: 42 008 583 588) of 800 Collins Street, Docklands VIC, 3008, telephone 1300 552 079.