

State Bank of India Australia

Diwali & Holiday Season Promotion: Promotion in association with Air-India

Terms and Conditions

### Promotion details

1. The State Bank of India Australia 'Diwali & Holiday Season Promotion: Promotion in association with Air India' (**Promotion**) is conducted by State Bank of India Australia (SBIA) (**Promoter**).
2. The Promotion commences at 10:00 AM on 28th October 2019 and closes at 10.00 AM (AEDT) on 31<sup>st</sup> December 2019 (**Promotion Period**)
3. Authorised under NSW Permit No. LTPS/19/39458

### Eligibility/How to enter

4. Entry is open to Australian residents who are aged 18 years or over:
  - a) have or successfully register and verify a State Bank of India Australia 'e-Remit registration' in their name with the Promoter (**e-Remit registration**)
  - b) Entrants must transact a cumulative transaction value of A\$ 3,000.00 using the mobile application during the Promotion Period; and
  - c) The transactions need to be lodged and successfully completed using the Promoter's Mobile App before the end of the Promotion Period.
  - d) Employees or agencies of State Bank of India, Australia, other State Bank of India Branches, Group companies or their family members are not eligible to register for this Promotion.

### Entrants

5. Entrants will be automatically entered into the draw with only one automatic entry per person.
6. Individuals who have not been successfully registered and verified for e-Remit as at the start of the Promotion Period may register for State Bank of India Australia e-Remit service by visiting the State Bank of India Australia website at <https://sbisyd.com.au/signup/signup/get-started>

### Prize details

7. The first eligible entry randomly drawn will win the India flight ticket from Melbourne or Sydney (economy class) to Delhi, India plus 1 immediate Indian city domestic connection to cities in India serviced by Air India direct flights excluding taxes which may vary according to the cost of the ticket, can be approximated at A\$ 200.00 up to the value of A\$1500.00 (**Bumper Prize**).

8. The next four eligible winners of the lucky draw will get a gift card of A\$ 100.00 each. (**Super Prize**)
9. The total value of the prizes is up to A\$1900.00. (A\$1500.00 plus A\$400.00)
10. Any changes to issued tickets including, but not limited to, cancellations, date, name, route, may incur change fees according to the fare rules and those provided by Air India to the recipient. The Promoter is not a provider of travel services and have no control over, or liability for, the services provided by third parties. The booking made by the Bumper Prize Winner is subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by the service provider.
11. Before the customer's details are provided to Air India the customer needs to consent to an indemnity and release on publishing their name and a consent to SBIA to share their details with Air India.
12. The Bumper Prize can be redeemed within 1 month from date of issue of an acknowledgement letter by Air India after the winner is declared by State Bank of India. The travel must be completed within 3 months of the issue of this acknowledgement letter.
13. Travel dates for Bumper Prize are subject to availability at the discretion of Air India at the time of booking. Blackout periods apply.
14. The winner of Bumper Prize will not accrue any Air India or other airline frequent flyer miles on this ticket.
15. The Bumper Prize & Super Prize are non-transferable or redeemable for Cash.
16. The Bumper Prize & Super Prize are only able to be claimed by the Registered Name with State Bank of India Australia as the Promotor.

#### **Determining the Winner**

17. The random electronic prize draw will take place at 12:00 PM (AEDT) on January 14, 2020 at the Promotor's offices at Suite 2, Level 31, Australia Square, 264 George St, Sydney, NSW, 2000 (**Draw**). The first eligible entry drawn, as determined by the Promoter, will be the winner for Bumper Prize (**Bumper Winner**). The next four eligible entry drawn will be the winner for Super prize (**Super Prize Winner**)
18. At the time of the Draw, the Promoter will draw a further five additional eligible entries to be reserve winners if any of the Prize is not claimed in accordance with these terms. The first of these additional eligible entries drawn will be the reserve winner for the unclaimed prize (**Reserve Winner**).

#### **Announcing the Winner (Bumper Winner and Super Prize Winner)**

19. The Promoter will notify the Winner by their registered email and telephone within 2 business days of the draw and will publish the name of the Winner on the State Bank of India Australia website sbisyd.com.au on January 17, 2020. Before the customer's details are published on promoter's website the customer needs to consent to an indemnity and release on publishing.

#### **Claiming the prize**

20. The Winner must claim the Bumper Prize and Super Prize by 5:00 PM (AEDT) on 13 February 2020 by confirming receipt of the notification by return email or during the notification telephone call.
21. If the Prize is not claimed by that time, the Winner will be taken to have forfeited the Prize and the Promoter will award the Prize to the Reserve Winner.

22. The Promoter will notify the Reserve Winner by telephone and email within 2 business days and will publish the name of the Reserve Winner on the State Bank of India Australia website sbisyd.com.au. Before the customer's details are published on promoter's website the customer needs to consent to an indemnity and release on publishing.
23. The Super Prize will be dispatched to winner's registered postal address within five working days upon claiming of the prize by the winner. The gift card will be sent through Australia Post.
24. The Promoter does not take any liability of the delay in delivery/lost package or any other charges incurred by any of the Super Prize Winners.
25. As a condition of claiming the Prize the Winner or Reserve Winner (as the case may be):

a) must be Registered for State Bank of India e-Remit

**(Prize recipient)**, must on their own behalf only:

- b) accept these terms;
- c) supply evidence of valid Australian residency, and
- d) consent to the Promoter using the Prize Recipient's likeness, image and/or (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of this Promotion (including any outcome), and promoting any products manufactured, distributed or supplied by the promotor; and
- e) sign any legal release and indemnity as may be reasonably required by the promotor and/any suppliers of any elements of the Prize.

## **General**

26. Information on how to enter and prize details set out in all communications regarding the Promotion form part of these terms.
27. Any entry not complying with these terms is invalid. Errors and omissions may be accepted at the Promoter's discretion.
28. The Promoter's decision is final in relation to all aspects of this Promotion and no correspondence will be entered into.
29. Winners of the Prize accept the Prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from their prize. Beneficiaries of the Prize should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
30. Promoter reserves the right, at any time, in its sole discretion, to verify the validity of entries and Entrants (including an Entrant's identity, age, place of residence and the status of all registration with State Bank of India Australia) and reserves the right, in its sole discretion, to disqualify any Entrant whom the Promoter has reason to believe has breached any of these terms, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved and final.
31. If for any reason this Promotion is not capable of running as planned (including, but not limited to infection by computer virus, bugs, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion), the Promoter may, subject to the approval of all relevant regulatory authorities, take any action

that may be available including cancelling, terminating, modifying or suspending the Promotion.

32. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
33. Nothing in these terms' 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**).
34. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related entities (including its respective directors, officers, employees and agents) are not responsible for and exclude 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; (e) any tax liability incurred by a beneficiary of a Prize (including an Entrant and the Prize Recipient); (f) use/taking of the Prize (g) the Promotion.
35. The Promoter may collect Prize Recipient's personal information for the purposes of administering this Promotion and contacting the Prize Recipient regarding information on products or services that may be of benefit or interest to the Prize Recipient.
36. The Promoter may communicate the Prize Recipient's personal information to external providers and organisations to which it may outsource certain functions, including contactors, prize suppliers, service providers and, as required, to Australian regulatory authorities. The Promoter will disclose a Prize Recipient's personal information to overseas entities including those located in the countries of India, Singapore, United Kingdom, Hong Kong and the European Union.
37. The Promoter will also use and handle personal information as set out in its Privacy Policy, which can be viewed at [sbisyd.com.au](http://sbisyd.com.au) or requested in person at our offices. The Privacy Policy also contains information about how individuals may opt out, access, update or correct their personal information, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.