

“Snap your summer” Instagram Competition

December 2020 – February 2021

Terms and Conditions

- Information on how to enter and prizes form part of these conditions. By participating, Entrants acknowledge having read and understood these conditions and agree to be bound by these conditions and all rules and guidelines applicable to the use of Instagram. Entries must comply with these conditions to be valid.
- The promoter is Newcastle Permanent Building Society Limited ACN 087 651 992, 307 King Street, Newcastle West NSW 2302, phone 13 19 87 (“Promoter”).
- Entry is open to residents of NSW aged 18 years or over who have a public Instagram account. For the purpose of this competition, “public Instagram account” means an account that is able to be viewed by other Instagram accounts without first having to be accepted by the Entrant as a friend or associate on Instagram. The account must remain public for the Promotional Period of the competition. Any fake profiles or accounts will be deemed invalid. Employees of the Promoter holding a position in the Customer & Product Team or a position of a direct executive report or above during the Competition Period are ineligible to enter.
- The competition commences at 00.01 AEDT on Friday 27 November 2020 and closes at 23.59 AEDT on Sunday 28 February 2021 (“Competition Period”). There are three Entry Periods during the Competition Period:

Entry Period	Dates	Draw Dates	Prize Allocation
1	Friday 27 November 2020 – Thursday 31 December 2020	Monday 4 January 2021	33 public prizes 6 staff prizes
2	Friday 1 January 2021 – Sunday 31 January 2021	Monday 1 February 2021	33 public prizes 7 staff prizes
3	Monday 1 February 2021 – Sunday 28 February 2021	Monday 1 March 2021	34 public prizes 7 staff prizes

- Entrants do not need to participate in all three Entry Periods to be eligible. Entrants can submit unlimited entries during any Entry Period, as long as each entry is different.
- To enter the competition, Entrants must, during the applicable Entry Period:
 - Follow Newcastle Permanent on Instagram @newcastlepermanent;
 - Post an image of what summer looks like in their region to their public Instagram account and tag @newcastlepermanent. If the Entrant is an employee of the Promoter, the entry must also include the tag #ProudlyPermanent in the post; and
 - Comment about what they love most about summer in their region.

These actions will give the Entrant one entry into the competition. Incomplete, automated or incomprehensible entries will not be eligible.

Entrants warrant and undertake to the Promoter that their entry is not in breach of any third-party intellectual property rights and the Entrant has obtained all necessary consents and approvals required to use and upload the entry for the purposes of participating in the competition.

- Entries must be received by the Promoter during the applicable Entry Period. The time of each entry will be the time the entry is posted to the Instagram account. Entries received after the Entry Period will not be accepted.
- Prizes will only be awarded to the account holder of the Instagram account used to submit the entry.
- There are a total of 120 prizes (100 allocated for public entries and 20 allocated for employee entries). Prizes are of equal value each consisting of one (1) Newcastle Permanent branded beach umbrella, delivered to the NSW mailing address nominated by the winner. Colours will be selected at random.
Total RRP value of prize = AU\$6,000 (plus postage)
Limit of one (1) prize per entrant.
- The competition is a game of skill, chance plays no part in determining the winners. Each valid entry will be individually judged on its merits based on originality and creativity.
- Judging will take place at 12.00pm AEDT on the draw dates specified in clause 4 (“Draw Date”). Each entry will be judged by the Promoter’s Customer and Product Team at Newcastle Permanent, 307 King Street, Newcastle West, NSW 2302. The first number of eligible public entries and eligible employee entries as specified in clause 4 (“Prize Allocation”) determined as the most interesting and creative by the judges on the applicable Draw Date, will receive a prize. No bonus prizes will be awarded.
- On the applicable Draw Date, the judges will select a further 34 additional eligible public entries and a further 7 additional eligible employee entries to be reserve winners if a prize is not claimed in accordance with these conditions (“Reserve Winners”).
- Winners will be notified by the Promoter within 2 working days of the applicable Draw Date by direct message via Instagram with instructions on how to claim their prize. The names of the winners will be published on the applicable Draw Date on the Promoter’s website newcastlepermanent.com.au.
- Each winner must claim their prize within 14 working days after being notified as a winner, by confirming receipt of notification

and providing the Promoter with their full name, contact phone number, and a NSW mailing address for the delivery of their prize, or nominate their preferred Newcastle Permanent Branch for collection. Prizes will be delivered to the nominated location within 6 weeks from the date the Promoter receives the address from the respective winners. If a prize is returned for any reason, the Promoter may, at their sole discretion, re-deliver, re-distribute or retain the returned prize.

15. In the event the prize winner cannot be contacted or does not claim the prize within the time period specified in clause 14:
- a) the winner will be taken to have forfeited that prize and the Promoter will award the prize instead to the Reserve Winner to have been next drawn;
 - b) the Promoter will notify that Reserve Winner by direct message via Instagram within 2 working days, and will publish their name in the manner described in clause 13; and
 - c) the first Reserve Winner must claim their prize within 14 working days.

If a Reserve Winner does not claim the prize within 14 working days, the process set out in clause 15 shall be applied again, and so on until the prize has been claimed.

16. Prizes are not variable or transferable. The Promoter's decision is final and binding – no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. All electronic entries are deemed to be received in accordance with clause 7. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way. Posts generated by a computer and not attributable to a valid Instagram account are invalid and will not be accepted.
17. In the event that any prize (or part of any prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of the prize) with a prize of equal or greater value.
18. The Promoter reserves the right to request verification of age, identity, residential address and social media profile of winners and any other information relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this competition. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights. This result will be published on the Promoter's website.
19. The Promoter and its related entities shall not be liable for any impairment, defect, performance issue or other characteristic or aspect of any prize nor any loss, damage or injury suffered to person or property (even if caused by negligence) in connection with the competition or as a result of accepting and/or using a prize (including proper use or otherwise), except for any liability which cannot be excluded by law.
20. If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, vandalism, power failures, tempest,

natural disasters, acts of god or nature, civil unrest, strikes or any other cause beyond the control of the Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, then, to the extent permitted by law, the Promoter reserves the right in its sole discretion to cancel, modify or postpone the competition. This result will be published on the Promoter's website.

21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
22. All entries including any intellectual property such as copyright in the content of the entry, become the property of the Promoter. Details from entries will be collected and used for the purpose of processing and conducting this competition (which may include disclosure to third parties). By entering this competition, all Entrants warrant they have provided their consent to the use of their personal information as described. If Entrants do not provide this personal information as requested for this competition, the Promoter may not be able to enter the Entrant into the competition or the Entrant may not be able to claim the prize. In addition, by entering this competition Entrants warrant they have provided their consent so the Promoter may use their personal information (including their email address or telephone number), or disclose it to other organisations that may use it, in any media for future promotional, marketing (including direct marketing) and publicity purposes, including to obtain, analyse and formulate segmentation or commercial profiling of Entrants, without any further reference or payment to the Entrant. Entrants may opt out of the future use of their personal information by the Promoter, and/or access, change and/or update their personal information, and/or obtain a copy of the Promoter's Privacy Policy by contacting the Promoter. A copy of the Promoter's Privacy Policy is also available at newcastlepermanent.com.au
23. Disputes or queries concerning the conduct of this promotion or claiming of a prize can be raised by contacting NPBS by phone on 13 19 87, by email at enquiries@npbs.com.au, online at newcastlepermanent.com.au, by post or in person by visiting a branch. NPBS will endeavour to address any concerns as quickly as possible, and in the event that a matter takes longer than seven (7) days to resolve or investigate, will keep the customer regularly updated. Further information about NPBS' dispute resolution process can be found on the website at newcastlepermanent.com.au/contact-us.
24. By using and entering the competition on Instagram, Entrants:
- a) agree to comply with Instagram's terms of use;
 - b) release Instagram from all claims based on, relating to or arising from the competition; and
 - c) acknowledge and agree that this competition is in no way sponsored, endorsed, administered by or affiliated with Instagram.
25. The Promoter is not responsible for any loss, damage or injury to Entrants resulting from entering or participating in the competition, including arising from any comments made, or material published by third parties about the Entrants on any social media platform in connection with the competition.