

“NAB VISA FIFA WOMEN'S WORLD CUP 2023™ GIVEAWAY” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over who hold a valid NAB Visa debit card, NAB Visa credit card or are valid NAB Now Pay Later (NNPL) customers (which is not in default or arrears) at the time of the draw, pursuant to clause 12. For clarity, entrants who have an account in default or arrears at any point during the promotion will be ineligible to receive a prize.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion 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, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Entries into the promotion open on 3 April 2023 and close at 11:59pm AEST on 10 May 2023 (“**Promotional Period**”).
5. To be eligible to participate in this promotion, entrants must, **on or before 11:59 AEST on 28 April 2023**, complete the following steps:
 - i. click on the link within the promotional email OR following the prompts to the promotional registration page on nab.com.au;
 - ii. register via the registration form and input their first name, last name, email address and NAB ID / NAB Identification Number (NIN) associated with their NAB account; and then
 - iii. submit the completed form.
6. To receive one (1) automatic entry into the draw, upon completing the above steps to register for this promotion, eligible entrants must, during the Promotional Period, spend at least AUD\$100 in a single transaction using their NAB Visa debit card, NAB Visa credit card or NNPL account (a “**Qualifying Transaction**”). For clarity, payments made using EFTPOS, NAB Business Visa Debit or NAB Business Visa Credit cards will **not** be eligible for this promotion. Qualifying Transactions must be settled within fourteen (14) days else that transaction will be deemed invalid for the purpose of this promotion.
7. Multiple entries permitted. Eligible entrants will receive one (1) entry for each Qualifying Transaction regardless of the amount spent in that transaction equal or more than AUD \$100. For clarity, if an eligible entrant makes a Qualifying Transaction whereby their spend is AUD \$500, that entrant will receive a total of one (1) automatic entry into the draw.
8. Only one (1) prize is permitted per person (excluding SA residents).
9. Incomplete transactions and transactions that are reversed, refunded or cancelled will be ineligible for entry (and will forfeit any right to a prize).
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) 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.

11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza 210 Central Coast Highway, Erina NSW 2250 on 9 June 2023 at 12pm AEST in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid or ineligible entrant is drawn. Winners will be notified by telephone and email within two (2) business days of the draw, and their names will be published online at nab.com.au/2023giveaway from 13 June 2023.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The next five (5) valid entries drawn will each win 1 x family pass entry (for four (4) people) to a FIFA Women's World Cup 2023 ("**FWWC**") match in the winner's choice of city (being Sydney (scheduled to take place on 20 July 2023), Melbourne (scheduled to take place in Melbourne on 31 July 2023) **OR** Brisbane (scheduled to take place on 27 July 2023), subject to ticket availability), including return economy flights to and from winner's nearest capital to either Sydney (NSW), Melbourne (VIC) **or** Brisbane (QLD), two (2) nights of accommodation in a 4-star hotel, and a merchandise pack (valued at up to \$9,082.80 each and total value of up to \$45,414, depending on winner's point of departure).
15. The next five (5) valid entries drawn will each win 1 x double pass entry to the final game of the FWWC (scheduled to take place on 20 August 2023 in Sydney, NSW), including return economy flights to and from winner's nearest capital to Sydney, NSW, two (2) nights of accommodation in a 4-star hotel and a merchandise pack (valued at up to \$4,855.20 each and total value of up to \$24,276, depending on winner's point of departure).
16. The next five (5) valid entries drawn will each win 1 x double pass entry to the semi-finals game of the FWWC (scheduled to take place on 15 August 2023 in Sydney, NSW), including return economy flights to and from winner's nearest capital to Sydney, NSW, two (2) nights of accommodation in a 4-star hotel and a merchandise pack (valued at up to \$4,753.60 each and total value of up to \$23,768, depending on winner's point of departure).
17. The next five (5) valid entries drawn will each win 1 x double pass entry to the first opening Australia game of the FWWC (scheduled to take place on 20 July 2023 in Sydney, NSW), including return economy flights to and from winner's nearest capital to Sydney, NSW, two (2) nights of accommodation in a 4-star hotel and a merchandise pack (valued at up to \$3,997.60 each and total value of up to \$19,988, depending on winner's point of departure).
18. For clarity, in the event a winner resides in the state where the FWWC match is taking place, flights will **not** form part of their prize and this element will be forfeited and will not be awarded as cash.
19. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prizes are subject to the standard terms and conditions of individual prize and service providers.

20. The winner and their guest must travel together, including travelling on the same flights and staying in the same accommodation. No compensation or alternative travel plans will be arranged should the winner and/or their guest miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the sole responsibility and expense of the winner and their guest. A credit card imprint will be required from the winner at check-in to the hotel for all incidental charges.
21. In the event that an element of any prize is cancelled or postponed for any reason, the winner agrees to forfeit the specified element and no cash alternative offer will be granted in lieu of the part of that prize.
22. Unless expenses are expressly stated in these Terms and Conditions to be expenses which are part of any prize, all other expenses incurred by the winner and their guest in preparation for, or during the trip, are the responsibility of the winner and their guest, including but not limited to all other meals, transfers, insurance and any applicable insurance excesses, spending money, incidentals, mini-bar, laundry, room service, telephone calls and all other ancillary costs are not included.
23. Travel dates are set by the Promoter. All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner. In the event the winner's travel companion is under the age of 18 years, they must be accompanied by a parent/guardian and may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. Winner is responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. It is the winner's responsibility to organise transport to/from the airport departure/return point and to/from the airport to the hotel accommodation. Prize winner and travel companions must have valid travel insurance for their period of travel.
24. Subject to the unclaimed prize draw, if for any reason a winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
25. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
26. The FWWC ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
27. Total prize pool value is \$113,446.
28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
29. A draw for any unclaimed prizes may take place on 26 June 2023 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by telephone and email within two (2) business days of the draw, and their names will be published online at nab.com.au/2023giveaway from 28 June 2023.

30. 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.
31. If this promotion 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 the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
32. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
33. 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.
34. 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) if any FWWC event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.
35. As a condition of accepting the prize, a winner (and his/her/their companion/s) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
36. 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.nab.com.au/common/privacy-policy>. 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.

37. The Promoter is National Australia Bank Limited (“NAB”) (ABN 12 004 044 937) of Level 28, 395 Bourke Street, Melbourne, VIC 3000 Australia, ph: 13 22 65 (“**Promoter**”).

NSW Authority No. TP/02021. SA Permit No. T23/ 451. ACT Permit No. TP23/ 00600