"DONATION TO AN ASSOCIATION PROMOTION"

"ON SETTLEMENT"

TERMS AND CONDITIONS

- Information on how to participate form part of these Terms and Conditions. Participating in this Donation Promotion ("the Offer") is deemed acceptance of these Terms and Conditions.
- 2. The Promoter is AHL Investments Pty Ltd ABN 27 105 265 861 Australian Credit Licence 246786 of Level 28, 225 George Street, Sydney NSW 2000.
- 3. The promotion commences at 12:00am AEDT on 10-Jan-22 and closes at 11:59pm AEDT on 10-Jan-23 ("Promotional Period"). The Promoter reserves the right to extend this Offer. Each Aussie home loan broker who chooses to conduct this Offer ("Participating Brokers") will conduct the Promotion within their choice of alloted time during the Promotional Period, which will be communicated to customers (each an "Entry Period").
- 4. Each Participating Broker will nominate an Association (either a sponsorship/ club/ school) of their choice and any donations for the Promotion the broker conducts will be awarded to that nominated Association.
- 5. To participate in this Offer, the individual must be a **new or existing** customer who is an Australian resident aged 18 years and over who is eligible to attend a full home loan appointment with the Promoter and settle a home loan with the Promoter. Employees (and their immediate families) of the Promoter, Aussie franchisees and brokers 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 first cousin.
- 6. To take up the **offer of the broker's nominated dollar amount** donation sponsorship provided to the nominated Association, the individual must, during the Entry Period for the particular Participating Broker:
 - a. book and attend a full home loan appointment with the Participating Broker;
 - advise the Participating Broker at the time of the appointment that they intend to take up the Offer of sponsorship of the broker's nominated dollar amount donation provided to the nominated Association; and
 - c. settle a new or refinanced home loan with the participating broker.
- 7. For the sake of clarity, the "broker's nominated dollar amount" which will be donated for completion of the above steps, will be determined by the individual Participating Broker.

- 8. Limit of one (1) donation provided per home loan settled.
- 9.
- a. Once the participant has undertaken the above steps, the Promoter will, within 45 days of settlement of the participant's home loan, provide **the nominated dollar amount** donation via electronic funds transfer to the nominated Association.
- b. The nominated Association will be notified in writing within two business days of settlement, if they are eligible to receive the donation as per the Offer.
- 10. The Promoter reserves the right, at any time, to verify the validity to receive reward and individual's (including the individual'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 claim 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. The Promoter's decision in relation to this promotion is final and no correspondence will be entered into.
- 11. 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 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 individual; or
 - b. to modify, suspend, terminate or cancel the promotion, as appropriate.
- 12. Nothing in these Terms and Conditions limit, exclude or modify 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 Offer.
- 13. Except for any liability that cannot be excluded by law (including the Non-Excludable Guarantees), the Promoter and Aussie (including their officers, employees and agents) 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 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 tax liability incurred by an individual; and
- e. as a result of the participant's Association not being involved in the Offer.
- 14. By participating in this Offer the individual authorises the Promoter and AHL Investments Pty Ltd ABN 27 105 265 861 ("Aussie") to collect, hold, use and disclose their personal information in the ways indicated herein and in Aussie's privacy policy, including providing such information to third parties, including but not limited to mortgage insurers, brokers, originators, managers and/or financial consultants, contractors, service providers, suppliers and Australian government agencies or other parties where required or authorised by law. The details provided are true and correct and participating in this promotion is conditional on providing this information. Aussie or its third party business associates may, unless the individual tells us not to, use the information to communicate with them by mail or electronically by, for example, email, phone, SMS, hyperlink to provide them with direct marketing and commercial communications, offers to issue or sell financial, credit and other products, financial services and credit guides and other disclosure documents. The individual should direct any request to opt out of receiving marketing material, not receive telemarketing calls, access and update or correct their personal information to Aussie by calling 13 13 33. Aussie may hold or process your information on servers located overseas for filtering, hosting or storage purposes. Aussie's Privacy Policy can be found at www.aussie.com.au
- 15. Without limiting any other terms herein, the individual agrees to indemnify the Promoter for any breach of the above terms.

Abridged Terms & Conditions – Remove before PDFing and sending to broker. Please ensure this is included on requested marketing materials.

Conditions apply. Please email **aussie.com.au/promotions** for full Terms and Conditions. The customer may also request full T&C's from the Eligible Aussie Broker who was used to settle the loan. To be eligible, individual must be a **new or existing** customer. Only open to Australian residents aged 18 years or over. Limit of one donation per settlement. Offer end varies per participating broker, speak to you broker for details with full promotion ending on 11:59PM AEST **10/01/2023.** Donation only provided to the sponsorship/ club/ school of the participating broker's choice when the customer settles a loan with the Promoter. The promoter is AHL Investments Pty Ltd ABN 27 105 265 861 Australian Credit Licence 246786, Level 28, 225 George Street Sydney NSW 2000. © 2022 AHL Investments Pty Ltd ABN 27 105 265 861 Australian Credit Licence 246786.