

Digital Wallet Pty Ltd

Beem It Referral Promotion

Terms and Conditions

1. Information on how to enter and prize details set out in all communications regarding the Beem It Referral Promotion (the “**Promotion**”) form part of these Conditions of Entry. Any entry not complying with these Terms and Conditions is invalid. Entry into this Promotion and the acceptance or receipt of a prize by a winner is deemed as acceptance of these Terms and Conditions. Entry into this Promotion and the acceptance or receipt of a prize by a winner or the parent(s) or guardian(s) of a winner is deemed as acceptance of these Terms and Conditions.
2. The Promoter is Digital Wallet Pty Ltd ABN 93 624 272 475 of level 10, 68 Pitt Street, SYDNEY, NSW 2000 (the “**Promoter**”). The Promoter is an authorised representative of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL 234945.
3. The Promotion commences at **00:00 AEST, 21 May 2018** and closes at **23:59 AEST, 31 August 2018** or once a total of \$3,000,000 in prizes has been paid, whichever occurs first (the “**Promotion Period**”).
4. Entry into the Promotion is open to individuals who satisfy the following eligibility requirements (“**Eligibility Requirements**”):
 - Entrants must be aged 14 years and above and be a resident of Australia;
 - Entrants must have a valid debit card issued by an Australian bank;
 - Are not employees or members of the immediate family (spouse, parent, sibling or child) of employees of Digital Wallet Pty Ltd or the Promoter or their related entities directly involved in the Promotion (as determined by the Promoter); and
 - Have not already entered the Promotion more than the permissible number of times (refer condition 5).
5. To enter, you must satisfy the Eligibility Requirements and during the Promotion Period:
 - a. To receive an initial prize of \$5, you must download and install the “Beem It” application (“App”) on to a compatible mobile device, and complete the registration process including linking your valid debit card with the App. You may do this once to receive a maximum of \$5.
 - b. To receive a referral prize of \$5, you must use the App to make a payment of at least \$1 to a friend who is not yet registered to use the App and refer the App to them using the SMS created during the payment process. The prize will be paid when the friend has registered to use the App, and the payment has been made to them. You may refer the App to a maximum of ten (10) different individuals who must be friends who agree to receive the referral from you to receive up to \$50 in total.
6. The maximum prize value an entrant can receive under this Promotion is \$55. The total value of all prizes to be issued under this promotion is \$3,000,000. All prizes will be paid into entrant’s nominated bank account linked to their valid debit card.
7. Prizes are not transferable or exchangeable and cannot be taken as cash. Winners acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from the reward. Winners should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
8. The Promoter reserves the right to request that any entrant demonstrates their eligibility for any prize as a condition of receipt of the prize. Identification considered suitable for verification is at the discretion of the Promoter.
9. The Promoter’s decision is final and no correspondence will be entered into.
10. 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 take any action that may be available including cancelling, terminating, modifying or suspending the Promotion, subject to the written directions of any regulatory authority. The Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process.
11. Any cost associated with accessing the promotional website is the dependent on the Internet Service Provider used and is the responsibility of the entrant.

12. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. The Promoter reserves the right to verify the validity of entries and to disqualify any entry that is not in accordance with these Terms and Conditions.
13. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the internet or any website, or any combination thereof (including, but not limited to) any injury or damage to participants or any other person's computer related to or related to or resulting from participation in or downloading any materials in this Promotion.
14. To the extent permitted by law, the Promoter and its related entities and its and their respective directors, officers, employees and agents, will not be liable for any personal injury, loss or damage, whatsoever which is suffered or sustained (including, but not limited to, indirect or consequential, financial or other loss) to or by a winner.
15. 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.
16. 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 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.
17. All entries become the sole property of the Promoter. The Promoter collects your personal information so that it may process your entry, administer this Promotion and contact you regarding information on products or services that may be of interest to you. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions. The Promoter will use and handle your personal information as set out in the Commonwealth Bank Privacy Policy, which can be viewed at www.commbank.com.au or obtained from a branch. The Privacy Policy set out how you may access, update or correct your personal information, change your direct marketing preferences or make a privacy complaint. You may contact the Promoter via support@beemit.com.au.
18. NSW Permit No. LTPS/18/24282, SA Permit No. T18/811.