

RediPOS 2008 Acquisition Promotion – Terms and Conditions

1. The Promoter is Cuscal Limited (ABN 95 087 822 455) of Level 1, 1 Margaret Street, Sydney, New South Wales, 2000 at telephone number (02) 8299 9000.
2. Information on how to enter the Promotion and information on the Prize form part of these Terms and Conditions.
3. Entries into the Promotion are awarded as follows: 1 (one) entry will be awarded automatically for every approved new RediPOS merchant between 12.01am (EDST) on 15 September 2008 and midnight (EDST) on 30 November 2008, where the application for the new RediPOS terminal was made between 12.01am (EDST) on 15 September 2008 and midnight (EDST) on 30 November 2008. Applications received after the specified dates or received within the specified dates but approved after the expiry of the specified dates will be ineligible to enter.
4. Entry is open to a person (whether natural person or business entity) being resident of Australia who is a member of a Participating Organisation and who opens an approved new RediPOS terminal account during the period set out in rule 3 above. Employees (and their immediate families) of the Promoter, its associated companies and agencies, and the employees (and their immediate families) of the Participating Organisations are excluded from participating in the Promotion.
5. There will be a total of 2 (two) draws. Draw 1 (one) relates to 2 (two) year's free rental of a new RediPOS terminal valued at up to \$1,500 each (one thousand five hundred dollars). There are 3 (three) standard terminals to be won. Draw 2 (two) relates to 2 (two) year's free rental of 1 (one) new mobile RediPOS terminal valued at up to AU\$2,500 (two thousand five hundred dollars). There are 3 (three) mobile terminals to be won. In total, all prizes are valued at up to AUD \$12,000 (twelve thousand dollars).
6. All prizes will be drawn at the Coordinator's offices on 12:30pm (EDST) 12 December 2008 at Marketsoft Services ACN 003 657 261, Level 2, 551 Pacific Highway, St Leonards, New South Wales, 2065.
7. The prizes are not transferable. The prizes are not redeemable for cash. Unless the Promoter agrees otherwise and subject to the time set out in rule 13, the Prizes must be taken in the period immediately after the winner was advised of the winning. If the winner would like to amend any components of the Major Prize, the winner need to correspond with the Promoter in writing the requested changes and the Promoter may accept or decline the requested changes in its absolute discretion. If the requested changes are accepted, all costs will be the sole responsibility of the winner. The Promoter accepts no responsibility for any variation in the Prize value.
8. The Prizes will be awarded to the first valid entry drawn at random. Each entry has an equal chance of winning. The draw will take place via electronic drawing procedures as provided by the Coordinator.
9. In each Prize draw 13 (thirteen) entries will be drawn. The first 3 (three) entries drawn in the each prize draw will receive a prize. The next 10 (ten) entries drawn will be back up winners in case the first entries drawn are not eligible to win.
10. If the winner of the Prize does not claim his/her Prize in accordance with Clause 14, or if the winner is found to be ineligible – the first name of the back up winners will become the next winner and so on.

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11. The relevant Participating Organisation will contact the winner via phone and mail within 10 working days of the Prize draw. At that time, the winner must demonstrate that:
 - a. the winner is eligible to win under the Terms and Conditions; and
 - b. the winner wishes to claim the Prize.
12. The winner's name will also be published in the Participating Organisation's newsletter – next issued after completion of the draw and within three months of the draw. The winner's details from both draws will also be published in The Australian on 9 January 2009. Additionally, if the winner is a resident in the state of South Australia, details of that winner will be published in The Adelaide Advertiser within 30 (thirty) days of the draws.
13. Subject to Clause 15, the winner must claim their Prize within three months of being notified of the winning. If a winner fails to claim the Prize, within three months of being notified of the winning, the winner is deemed to have forfeited the Prize.
14. Should the original winner be an ACT Australian Capital Territory resident and is not contactable after three months, an unclaimed prize draw will be held on 13 March 2009 at 12 midday (EDST) at Marketsoft Services ACN 003 657 261, Level 2, 551 Pacific Highway, St Leonards, New South Wales, 2065.
15. If the Prize is deemed to have been forfeited, it will be awarded to a back-up prize-winner as outlined in Clause 10 and 14.
16. Except as set out in rule 7, the prize must be taken as offered, cannot be exchanged for goods or services or products and cannot be sold or transferred. If there are any taxes or levies to be paid in respect of the Weekly taxes and or levies they shall be born solely by the winners.
17. To the extent permissible by law, Promotion entrants and the winner release the Promoter, the Co-ordinator and their agents from any causes of action, loss, liability, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred, by such entrants (including the winner) as a result of:
 - a. any loss or damage to physical property of that entrant;
 - b. any injury to, or death of that entrant or any other person, arising out of, related to or in any way connected with the Promotion or the Prize;
 - c. any failure or delay by the Promoter which is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts which are not reasonably within the control of the Promoter; or
 - d. any failure by computer hardware or software to function correctly in relation to all calculations and functions in the drawing of the winner.
18. The Promoter will not be held responsible for any delayed, lost or misdirected mail or other communication.
19. The promoter reserves the right to amend any of these terms and conditions, including with respect to the entry eligibility criteria. In the event of any dispute the Promoter's decision will be final and no correspondence will be entered into.

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20. By accepting the Prize, the winner agrees to participate in any publicity arrangements made by or on the behalf of the Promoter in relation to this Promotion. The Promoter reserves the right to publicise the winner's name, address and photographs through newsletters, print media, electronic media and broadcasts.

Privacy Notice

During the course of the Promotion, the Promoter may collect personal information in relation to entrants and the winner.

The personal information, which may be collected by the Promoter, includes the name and address, and in the case of the winner photographs as well.

The Promoter will collect the personal information from the records kept by the Promoter or from the Participating Organisation, and in the case of the winner, personally from the winner.

The personal information collected by the Promoter is collected for the purpose of enabling the Promoter to conduct this Promotion, publish the results of the Promotion, to publicise the Promotion, and to distribute the Prize to the winner.

Personal information will not be used for any other purpose but for the purpose it is declared to have been collected for.

If personal information is not provided to the Promoter, the winner's Prize may be forfeited.

This Promotion has been authorised under permit numbers: NSW: LTPS/08/08528, ACT: TP 08/03414, VIC: 08/3874, S.A: T08/3640.

Definitions

"AUD"	Means Australian Dollars.
"Coordinator"	Means Marketsoft Services (ACN 003 657 261)
"Prize"	Means the prize(s) as described in clause 8 of these Terms and Conditions.
"Participating Organisation"	Means a financial organisation participating in the Promotion, listed below.
"Promoter"	Means Cuscal Limited (ABN 95 087 822 455).
"Promotion"	Means the RediPOS 2008 Acquisition Promotion.
"Terms and Conditions"	Means the terms and conditions as set out in this document entitled RediPOS 2008 Promotion Terms and Conditions".

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Participating RediPOS customers

Alliance One Credit Union Ltd
Australian Defence Credit Union Limited
Capricornia Credit Union Ltd
Central Murray Credit Union Limited
Circle Credit Co-Operative
Country First Credit Union Ltd
Electricity Credit Union Limited
Firefighters & Affiliates Credit Co-Operative
First Option Credit Union
Heritage Isle Credit Union
Holiday Coast Credit Union Ltd
La Trobe University Co-Operative Ltd
Karpaty Ukrainian Credit Union Limited
Macquarie Credit Union Limited
Manly Warringah Credit Union Limited
Maroondah Credit Union Limited
Plenty Credit Co-Operative Limited
Pulse Credit Union
Shell Employees' Credit Union Ltd
Southern Cross Credit Union
The Summerland Credit Union Limited