





# Terms and Conditions of entry into the Westpac Women's Education Grants competition

## ("The Competition")

1. Information on how to enter and funding details form part of these terms and conditions; however, to the extent that there is any inconsistency between these terms and conditions and any other published material, these terms and conditions will prevail. By participating in this Competition, each Entrant fully and unconditionally agrees and acknowledges that these terms and conditions are binding. This competition is a game of skill; chance plays no part in determining the winner.
2. The Sponsor is: Westpac Bank of Tonga ("Westpac" or "the Sponsor")
3. Entry is open to all female residents of Tonga who are currently enrolled in either Primary, Secondary or a Tertiary educational institution or intend to enroll in a recognized adult education course, and submit an entry in accordance with clause 4 by the deadline as per clause 5 ("an Eligible Entrant"). Employees and contractors of Westpac and their immediate families are not eligible to enter. Applications will only be accepted from the girl or woman to benefit from the Grant.
4. To enter this Competition, an Eligible Entrant must:
  - (a) complete an entry form with your name, address and contact details,
  - (b) provide a response to the following question "Which girl or woman, past or present, inspires you and why?" in the word limit set out as follows:
    - (i) Primary School girl – 200 words or less
    - (ii) Female High school or Secondary College student – 400 words or less
    - (iii) Female Tertiary/Adult education student– 600 words or less;
  - (c) submit your entry by email to westpactonga@westpac.com.au, fax +676 25066 or hand in your application ("Entry") to a staff member at your local Westpac branch. No responsibility will be accepted by the Sponsor for lost, late, incomplete, illegible, or misdirected Entries.
5. The deadline for the entries for the Grant closes on Friday 17 February 2012 at 5pm local time. Entries received after this time period will not be eligible. Entrants will not receive individual acknowledgement that their application has been received.
6. Multiple Entries are not permitted. The Sponsor will only receive one entry only from each Entrant. Any extra entries received from the same Entrant will be rendered ineligible. Entries should be submitted as one file or one hard copy version, not in parts. Electronic entries must use either Word or PDF formatting only. Entries for accessing or downloading from other websites will not be accepted. Do not include academic records or certificates as part of your entry. Avoid blank pages when scanning your entry.
7. There are 6 prizes per country as follows:
  - (a) 2x Primary school grant Prize: This Prize consists of reimbursement of any education related expenses (as described in clause 15) to the value of TOP300;
  - (b) 2x Secondary school grant Prize: This Prize consists of reimbursement of any education related expenses (as described in clause 15) to the value of TOP500;
  - (c) 2x Tertiary grant Prize: This Prize consists of reimbursement of any education related expenses (as described in clause 15) to the value of TOP1500;

There are six available. Each prize consists of reimbursement of any education related expenses (as described in clause 15) valued at TOP300 for primary school Prize (2 Prizes to be awarded), TOP500 for secondary school Prize (2 Prizes to be awarded) and TOP1500 for tertiary Prize (2 Prizes to be awarded) each at time of publication (a "Prize"). The total retail value of all Prizes offered under this Grant is TOP4600 at time of publication. The Sponsor takes no responsibility for any variation in the Prize value. Prizes are not transferable, exchangeable or redeemable for cash.

The winning [entry/entries] will be those determined to be the most original and imaginative Entries, as judged by a panel of judges appointed by the Sponsor and the Eligible Entrant[s] that submitted the winning [Entry/Entries] will be declared the winner ("Winner[s]"). Judging of all Entries will be conducted between Monday 20 February - Friday 2 March 2012 at the main Westpac office branch in Tonga in liaison with a panel in Pacific Banking headquarters in Sydney, Australia (the "Judging"). The judges' discretion will be final and no correspondence will be entered into. The Judges, at their discretion, may allocate fewer Prizes than the total Prize Pool (including in circumstances where insufficient entries are received or entries are judged to be of a poor standard).

8. The Prize/s will be awarded to the Winners from the date of announcement up to Tuesday 31 December 2013 ("Duration of education grant"). On submission of a valid receipt for education expenses incurred, the amount will be reimbursed to the Winner, provided that it is incurred within the duration of Grant. In the event that the Prize money is not fully utilized within the duration of Grant, this constitutes forfeiture (as described in clause the winner will no longer have the right to claim reimbursements for educational expenses.
9. Winners will be notified using the contact information provided on their application form from Thursday 1 March 2012. In the

event the winner can not be contacted on this day, the Sponsor will continue to attempt to contact the winner. If the prize remains unclaimed for a period of 90 days the prize will be forfeited. To claim their Prize, the Winners must respond to the notification in the manner that will be set out in the notification letter/email/phone call. Entrants are responsible for keeping the Sponsor informed of any changes to their contact information during and immediately following the Competition Period.

10. The Winners may be liable to declare the Prize for taxation purposes and will be liable for any tax payable in respect of a Prize. Entrants should seek independent financial advice in relation to any tax payable on the Prize and the potential impact on their personal financial situation prior to entering the Competition.
11. Except for guarantees, warranties and conditions implied by law which cannot be excluded, neither the Sponsor nor any other member of the Westpac Group make any guarantees, representations or warranties, express or implied, regarding the quality or suitability of any funding awarded under these terms and conditions.
12. Nothing in these terms and conditions is intended to exclude, restrict or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. If any guarantee, warranty, term or conditions implied or imposed under any applicable legislation in relation to any funding awarded under these terms and conditions cannot be excluded (a "Non-Excludable Provision") and the Sponsor is able to limit the remedy for a breach of the Non-Excludable Provision, then the liability of the Sponsor and all members of Westpac for breach of the Non-Excludable Provision is limited to one or more of the following at the Sponsor's option:
  - (i) the replacement of the prize or the supply of an equivalent prize,
  - (ii) the repair of the prize,
  - (iii) the supplying of the prize again,
  - (iv) the payment of the cost of replacing the prize or of acquiring an equivalent prize,
  - (v) the payment of the cost of having the prize repaired; or
  - (vi) the payment of the cost of having the prize supplied again.
13. To the maximum extent permitted by law, the Sponsor and all other members of Westpac expressly disclaim liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any Entrant's participation in this Competition or the acceptance of any Prize. The Winner indemnifies the Sponsor and all members of Westpac against any liability, injury, loss or damage which may be suffered, incurred or sustained by the Sponsor or any member of Westpac arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the Winner, or its use of the Prize, or its breach of these terms and conditions.
14. The Sponsor collects personal information from all Entrants in order to conduct the Competition. If the information requested is not provided, the Entrant may not participate in the Competition or claim a Prize and their entry may be discarded. It is a condition of entry into the Competition that the Winner consents to the publication of their name and city of origin in any advertisements or articles relating to the Competition or the Prize and participates in any media releases which may include photographs of the Winner by the Sponsor. By entering this competition, Entrants consent to the use of their names and likenesses in this manner. Personally-identifying information collected from Entrants in this Competition will be handled in accordance to Westpac's confidentiality policies.
15. The winner may claim incurred educational expenses, which includes expenses incurred for the purpose of education. This includes the following: school/course fees, text books, stationery, private tuition, uniforms ("educational expenses"). However, educational expenses does not include travel costs to and from school and other areas, costs in relation to co-curricular activities, camps, excursions and other ancillary type expenses. Where there are disputes in relation to what constitute educational expenses, the final decision rests upon the local Westpac Manager.
16. By participating in this Competition each Entrant grants the Sponsor and Westpac a perpetual, non-exclusive, transferable, irrevocable, royalty-free, worldwide license to use, reproduce, publish, distribute and disseminate all intellectual property rights in Entries that are capable of being assigned to the Sponsor and consents to the Sponsor and any other member of the Westpac Group using, reproducing or editing and adapting any Entry, if the Sponsor wishes, in broadcast, electronic and print media, newsletters, in the Sponsor branch merchandising and related marketing activities in whole or in part without attributing that Entry to the person who created it.
17. If this Competition is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment by reason of infection by computer virus, power failure, bugs, tampering, unauthorized intervention, fraud, or technical failures or any other causes which corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition), the Sponsor reserves the right in its sole discretion to disqualify any individual who undermines the integrity or fair running of the Competition for other entrants, including by tampering with the entry process, and, after consulting with the relevant legislative authorities, to cancel, terminate, modify or suspend the Competition.
18. Where the winner(s) have not utilized the funds within the duration of the Grant, or is/are no longer participating in their education, whether it is due to lack of participation in their education program, not meeting the academic requirements of the course, personal reasons and any other reasons which renders the winner no longer eligible to continue the course, this constitute forfeiture to the Grant and the winner will forfeit the unused funds of the Grant. Westpac shall have ownership of these funds and direct the use of these funds in any manner as it chooses.