

## TERMS AND CONDITIONS

These terms and conditions (**T&Cs**) apply to the 'Be in to win \$5,000 with Digital Saver' 2023 competition (**Competition**) promoted by Heartland Bank Limited and its related companies (**Heartland or we**).

By entering the Competition, you accept these T&Cs.

### 1. ELIGIBILITY

- 1.1 You are not able to enter this competition if you - or one of your immediate family - is an employee of Heartland or any third party involved in providing or promoting the Competition (our **Associates**).
- 1.2 Otherwise, you can enter this Competition if you are a New Zealand resident aged 18 or over.

### 2. ENTRY

- 2.1. The Competition is open from Friday 13 October 2023 to Friday 8 December 2023.
- 2.2. To enter, simply open a Digital Saver account during the competition period and deposit \$1,000 or more.
- 2.3. For every \$1,000, you have in your Digital Saver account at the end of the competition period, you will receive one entry into the draw. (e.g. if you have a Digital Saver account balance of \$5,000, you will receive five entries into the prize draw. If you have a Digital Saver account balance of \$4,999.99, you will receive four entries into the prize draw).
- 2.4. Heartland Bank will calculate the number of entries you will receive in the prize draw at the end of the competition period. Therefore, your total account balance at the end of the competition period will determine how many entries you receive in the prize draw.
- 2.5. If you close your Digital Saver account during the competition period, you will no longer be eligible for the prize draw.

### 3. THE DRAW

- 3.1. The five winners will be selected by random draw and notified by Thursday 14 December 2023.
- 3.2. However, if the first entry selected is ineligible, or if we are unable to contact the winners within 24 hours of the draw, new winners will be selected by another random draw - and that process will be repeated until we contact eligible winners.

### 4. PRIZES

- 4.1. There are five prizes to be won, worth NZD\$5,000 each. Each winner will receive one prize of NZD\$5,000 that will be deposited into their Digital Saver account.
- 4.2. The winners cannot transfer the prize, change it or redeem it for cash. If the winner is unable to accept the prize, it will be void – and no compensation will be payable.

## 5. PROMOTION

We may wish to use the winner's name and image for promotional purposes. So, if you are the winner, you agree:

- to make yourself available for the purposes of taking promotional photographs or video of you (**Images**) (at reasonable times, locations and on reasonable notice);
- that we can use your name and those Images for promotional purposes; and
- that you will have no claim to those Images, which will belong to Heartland.

## 6. LIMITATION OF LIABILITY

- 6.1. We are not liable, neither is any Associate, and neither are our respective employees or other representatives (**Heartland Parties**), for any Loss incurred by you or anyone else arising in connection with the Competition or in connection with your entry into the Competition. **Loss** means any personal injury, liability, damage or other cost, and includes direct, indirect, special or consequential Losses.
- 6.2. By way of example, we would not be liable for any Loss arising from any alteration or replacement of the prize (see 4.2), or from your use of the prize, or if your winning the prize resulted in a tax liability for you (but not only those things).
- 6.3. If, as winner, your participation in the Competition, or your use of the prize, results in any claim or other Loss for a Heartland Party, you will indemnify the relevant Heartland Party against that claim or Loss.

## 7. GENERAL

- 7.1. We have the right to cancel or suspend the Competition, or to vary these T&Cs, at any time if we believe it reasonable to do so.
- 7.2. We can void an entry, or refuse to award a prize, if we choose to do so – and we do not have to give reasons for that decision. We might do this if an entry is false or misleading or where the entrant has behaved in a fraudulent or dishonest manner.
- 7.3. If we do not exercise a right we have under these T&Cs it does not mean we have waived that right, and not exercising a right does not prevent us from exercising it in the future.
- 7.4. All decisions we make in connection with the Competition will be final and we will not enter into any further discussion or correspondence regarding those decisions.

## 8. PRIVACY

- 8.1. We will collect and hold the personal information contained in your entry in accordance with the Privacy Act 2020 and our Privacy Statement. Failure to provide the requested personal information may make you ineligible to receive a prize.
- 8.2. We will use that personal information for the purposes of running the Competition, and for our business functions and activities, including marketing products and services to you by mail,

email and telephone (including SMS) you can opt-out of this by following the unsubscribe prompts in the communication.

- 8.3. You have the right to access and request correction of information we hold about you, and full details of every organisation to whom we have disclosed information about you, by contacting us on 0508 432 785. To find out more, you can see our Privacy Statement on our website [www.heartland.co.nz](http://www.heartland.co.nz)