

Save to Win Account™ Promotion

Terms and Conditions

Bank of Queensland Limited

This document forms part of the Product Disclosure Statement for the Save to Win Account™ together with the Save to Win Account™ Combined Financial Services Guide and Product Disclosure Statement, the Personal Deposits - Interest Rates and the Electronic Banking Terms and Conditions.

1 November 2011

The logo for Bank of Queensland (BOQ) is located in the bottom right corner. It consists of a black square with the letters "BOQ" in white, bold, sans-serif font. The square is partially cut off by the right edge of the page.

BOQ

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1. INTRODUCTION

1.1 Welcome to BOQ

The terms that govern the Save to Win Account™ promotion are set out in this booklet.

The terms that govern the way you bank with us are set out in the Save to Win Account™ Product Disclosure Statement and Financial Services Guide, Deposit Products Terms and Conditions, the Personal Banking Guide to Fees and Charges, the Personal Deposits – Interest Rates and Electronic Banking Terms and Conditions (if applicable). Together, those documents comprise the complete terms and conditions for the banking services that we provide you.

1.2 How does this document affect you?

You receive and agree to these terms and conditions on your behalf and as agent for anyone operating on your Account. You must pass on these terms and conditions to each of these persons.

1.3 Need to know more?

You can contact us at any time if you would like further information, or a copy of the current Save to Win Account™ Product Disclosure Statement and Financial Services Guide, Deposit Products Terms and Conditions, the Personal Banking Guide to Fees and Charges, the Personal Deposits – Interest Rates and Electronic Banking Terms and Conditions (if applicable) by:

- calling our Customer Contact Centre on 1300 55 72 72;
- visiting our website at www.boq.com.au;
- e-mailing us via the 'contact page' on our website;
- writing to us at GPO Box 898, Brisbane QLD 4001; or
- visiting your local branch.

1.4 Other important information

The Save to Win Account™ is issued by Bank of Queensland Limited ABN 32 009 656 740 (**BOQ**). Current Product Disclosure Statement and Financial Services Guide for the Save to Win Account™ are available at any BOQ Branch or can be downloaded from www.boq.com.au. Fees and charges apply to the account. This booklet may contain general advice.

This material has been prepared without taking into account your personal objectives, financial situation or needs. You should consider the appropriateness of any advice having regard to your personal objectives, financial situation or needs. You should obtain and consider the Save to Win Account™ Product Disclosure Statement and Financial Services Guide before making any decision about whether to acquire or continue to hold a Save to Win Account™.

2. SAVE TO WIN ACCOUNT™ PROMOTION

2.1 Who is the promoter?

The promoter is Bank of Queensland Limited ABN 32 009 656 740 of Level 17, 259 Queen Street, Brisbane QLD 4000. Telephone: 1300 55 72 72, www.boq.com.au.

2.2 When does the promotion commence?

The promotion will commence on 1 November, 2011 at 12.01am and, subject to earlier termination in accordance with section 2.3, will continue until 11.59pm on 31 October, 2012.

All times mentioned throughout these Terms and Conditions will be based on Australian Eastern Standard Time (AEST), as and when applicable in the State of Queensland.

2.3 Terminating the promotion

We may terminate this promotion subject to:

- (a) obtaining the prior approval of the relevant State or Territory authorities that issued the permits for the conduct of this promotion; and
- (b) giving you at least 45 days notice of the termination.

Notice of termination will be published on the Promotion Website. You acknowledge that if the promotion is terminated, the Total Payment Pool and number of Prize Payments to be awarded as indicated herein will reduce accordingly.

2.4 Future promotions

With regards to future promotions you acknowledge and agree:

- (a) that we may, subject to the approval of the relevant State or Territory authorities that issue permits, conduct similar promotion(s) in the future after this promotion;
- (b) we will automatically enter you into subsequent promotions if you hold a Save to Win Account™ and meet the eligibility criteria at the time of conducting those promotion(s);
- (c) if you are entered into any subsequent promotion, you will be deemed to automatically accept the terms and conditions for that subsequent promotion, the terms and conditions for which will be published on the Promotion Website;
- (d) if you do not wish to be entered into any subsequent promotion(s), or do not accept the terms and conditions for those subsequent promotion(s), you can advise us at anytime in writing, in which case we will remove you from the relevant promotion(s) by closing your account.
- (e) if you have confirmed in writing that you do not wish to participate in any

subsequent promotion(s), then from the date we receive confirmation that you do not wish to participate, you will be deemed ineligible to win any prizes in those subsequent promotion(s).

2.5 Eligibility

To be included in the draw, you must open a Save to Win Account and maintain an Eligible Account; we will not allow you to request a product conversion into the Save to Win Account™ from any other deposit account you may hold with us. If you no longer wish to participate in the Promotion you will need to close the account; we will not allow a product conversion from the Save to Win Account to any other deposit account we offer. From the date you close the account you will be deemed ineligible to win any Prize Payment(s) in subsequent draws. Additionally if you close your Save to Win Account after the applicable Drawing Date but before any Prize Payment(s) is credited, you will be provided the Prize Payment(s) via way of a cheque sent to your most recent postal address which we hold.

Directors and employees of BOQ or BOQ's agents/franchisees, Contractor Employees and directors and employees of outside companies that supply services in connection with the Promotion, and their Immediate Family Members are ineligible to win or hold an account of this type.

2.6 Tax implications

Any Prize Payment received is taxable income under Australian taxation law. Before acquiring the Save to Win Account, you should seek independent financial advice regarding the tax implications of accepting the Payment, having regard to your personal circumstances. By holding a Save to Win Account winners are deemed to have accepted the Prize Payment. Withholding taxes may be applicable against the Prize Payment for winners who are nonresidents or who have chosen not to quote their tax file number. We are required by law to report all Prize Payments to the Australian Taxation Office.

2.7 Entry allocation

You will automatically receive 150 entries into the Prize Payment draw during the next Month after your Save to Win Account is first opened. Thereafter, for each Month that you hold an Eligible Account, you will be automatically entered into the following Month's Prize Payment draw. You will be allotted one (1) entry for each whole dollar rounded down in the Eligible Account based on the Minimum Monthly Balance to a maximum of 30,000 entries.

2.8 Prize Payment overview

There will be three (3) different types of Prize Payments awarded on each Drawing Date. The types of Prize Payments are: Major Prize Payment, Intermediate Prize Payment and Minor Prize Payment. The number of each type of Prize Payment will be calculated in accordance with section 2.8(a). The value of each type of Prize Payment will be calculated in accordance with section 2.8(c). There is a minimum Total Prize Payment Pool of AU\$30,000.00 to be

awarded on each Drawing Date. Except for the first and second Drawing Dates, the Total Prize Payment Pool for each Drawing Date may increase above AU\$30,000.00 in accordance with section 2.8(b).

(a) Number of Prize Payments

(i) Major Prize Payment

One (1) Major Prize Payment will be drawn for each Month.

(ii) Intermediate Prize Payments

The number of Intermediate Prize Payments drawn for each Month will be the greater of:

- (a) 10; or
- (b) 0.00025% of the total number of Eligible Entries for that month, rounded to the nearest whole number.

(iii) Minor Prize Payments

The number of Minor Prize Payments drawn for each Month will be the greater of:

- (a) 200; or
- (b) 0.00475% of the total number of Eligible Entries, rounded to the nearest whole number.

(iv) Other information

You are eligible to win more than one (1) Prize Payment per draw.

(b) Total Prize Payment pool

The Total Prize Payment Pool for each Prize Payment draw is the greater of AU\$30,000.00 or the Accrued Moneys.

(c) Value of Prize Payments

(i) Major Prize Payment

The Major Prize Payment is the greater of:

- (a) AU\$20,000.00;
- (b) 40% of the Accrued Moneys.

(ii) Intermediate Prize Payment

The Intermediate Prize Payment the greater of:

- (a) AU \$25.00; or
- (b) the amount calculated as follows:

| | | |
|--|---|--|
| 37% | X | (Total Prize Payment Pool – Major Prize Payment) |
| number determined in accordance with section 2.8 (a)(ii) | | |

(iii) Minor Prize Payment

The Minor Prize Payment is the greater of:

- (a) AU\$5.00; or
- (b) the amount calculated as follows:

| | | |
|---|---|--|
| 63% | X | (Total Prize Payment Pool – Major Prize Payment) |
| number determined in accordance with section 2.8 (a)(iii) | | |

(d) Rounding

Amounts calculated under section 2.8(c) will be rounded up to the nearest whole cent.

2.9 Customer notification

(a) Total Prize Payment Pool

The Total Prize Payment Pool will be calculated in accordance with section 2.8(b). We will publish the Total Prize Payment Pool for each Drawing Date on the Promotion Website no later than 5.00PM on the dates specified in section 2.9(e).

(b) Value and number of Prize Payments

We will publish the monetary value of each Prize Payment and the number of Prize Payments for each Drawing Date, calculated in accordance with section 2.8, on the Promotion Website no later than 5.00PM on the dates specified in section 2.9(e).

(c) Draw dates and times

We will conduct a random electronic draw to determine the winners of the Prize Payments at our Head Office, 259 Queen St, Brisbane by 10.00AM on the Drawing Dates specified in section 2.9(e). Prize Payments will be drawn in descending order of value.

(d) Winner notification

We will notify the winners of the Prize Payment for each draw by mail or email, and their first initial, last name and postcode will be published on the Promotion Website no later than 5.00PM on the dates specified in section 2.9(e). In addition, winners of any Prize Payment over AU\$250, who are residents of South Australia, Victoria and the Australian Capital Territory, will be published in The Australian on the dates specified in section 2.9(e). In the event of more than one person being a party to the account, all notifications will be made to the Primary Account Holder only.

(e) Key dates

| Month | Publication of Total Prize Payment Pool | Publication of each Prize Payment Amount and number of Prize Payments | Drawing Date | Publication of winners First Initial, last name and post code on the Promotion Website | Publication of winners First initial, last name and post code in the Australian |
|--------------|--|--|---------------------|---|--|
| 1 | 16-Nov-11 | 9-Dec-11 | 14-Dec-11 | 15-Dec-11 | 21-Dec-11 |
| 2 | 14-Dec-11 | 11-Jan-12 | 16-Jan-12 | 17-Jan-12 | 24-Jan-12 |
| 3 | 16-Jan-12 | 9-Feb-12 | 14-Feb-12 | 15-Feb-12 | 21-Feb-12 |
| 4 | 14-Feb-12 | 9-Mar-12 | 14-Mar-12 | 15-Mar-12 | 21-Mar-12 |
| 5 | 14-Mar-12 | 12-Apr-12 | 17-Apr-12 | 18-Apr-12 | 24-Apr-12 |
| 6 | 17-Apr-12 | 10-May-12 | 15-May-12 | 16-May-12 | 22-May-12 |
| 7 | 15-May-12 | 12-Jun-12 | 15-Jun-12 | 18-Jun-12 | 22-Jun-12 |
| 8 | 15-Jun-12 | 10-Jul-12 | 13-Jul-12 | 16-Jul-12 | 20-Jul-12 |
| 9 | 13-Jul-12 | 9-Aug-12 | 14-Aug-12 | 16-Aug-12 | 22-Aug-12 |
| 10 | 14-Aug-12 | 11-Sep-12 | 14-Sep-12 | 17-Sep-12 | 21-Sep-12 |
| 11 | 14-Sep-12 | 9-Oct-12 | 12-Oct-12 | 15-Oct-12 | 19-Oct-12 |

(f) Prize Payments credited

Prize Payments will be noted as "interest" in winners' account statements which will be issued in accordance with the account terms and conditions. Winners will have the Prize Payment(s) automatically credited to their Save to Win Account™ as interest on the last calendar day of the month that immediately occurs after the applicable Drawing Date. In the event of the account being closed after the applicable Drawing Date but before any Prize Payment(s) is credited, you will be provided the Prize Payment(s) via way of a cheque sent to your most recent postal address which we hold.

2.10 Other important information

(a) Transferability

The Prize Payment is non-transferable and may not be exchanged for any other benefit.

(b) Right to Final decision

Our decision will be final and no correspondence will be entered into.

(c) Minimum and Maximum Total Prize Payment Pool

The minimum Total Prize Payment Pool to be awarded over the entire Promotion Period is AU\$360,000. The maximum Total Prize Payment Pool to be awarded over the entire Promotion Period as reasonably calculated by us as at 31 July, 2011 is up to AU\$560,000. The actual Total Prize Payment Pool awarded over the entire Promotion Period, may vary in accordance with the calculation of Prize Payments as set out in these Terms and Conditions.

(d) Unclaimed prizes

A draw for any unclaimed prizes will take place on 16 January, 2013 at the same place and time as the original draw, subject to any written directions from a regulatory authority. Winners of the unclaimed prizes draw, if any, will be published in The Australian on 20 January, 2013.

(e) If the promotion is interfered with or not capable of being conducted

Without limiting any other Rules herein, if this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond our reasonable control, we reserve the right, in our sole discretion, to the fullest extent permitted by law

- (a) to disqualify you; or
- (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate and
- (c) re-run the draw if required.

(f) Liability

Except for any liability that cannot be excluded by law, we are excluded from all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity) suffered by you; whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where arising out of the following:

- (a) any technical difficulties or equipment malfunction (whether or not under our control);
- (b) any theft, unauthorised access or third party interference;
- (c) any Eligible Entry or prize fulfillment that is late, lost, altered, damaged or misdirected (whether or not after their receipt by us) due to any reason beyond our reasonable control;
- (d) any variation in prize value to that stated in these Terms and Conditions;
- (e) any tax liability incurred by a winner or entrant; or
- (f) any error or omission that may result in an Eligible Entry not participating in the draw.

(g) Personal information and privacy

We collect personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. We will use your personal information in accordance with our privacy policy. For a copy of our privacy policy www.boq.com.au/privacy.htm. You should direct any request to access, update or correct information to BOQ.

(h) Backdated transactions

In calculating the Daily Closing Balance and Minimum Balance Amount, we will use the amounts as recorded in the Save to Win Accounts at end of processing for the particular day. You acknowledge that the calculations will not take account of Payments or adjustments to the Save to Win Accounts that are subsequently back dated, except that we reserve the right, in our absolute discretion, to subsequently revise these calculations in the event that we reasonably determine that there has been a significant processing error, or we suspect fraud or tampering, or such other methods that are adopted by individuals to significantly impact upon these calculations.

(i) Lottery authorities authorisation

Authorised under

ACT Gambling and Racing Commission Permit No. TP11/3920

NSW Office of Liquor Gaming and Racing Permit No. LTPS/11/9196

SA Office of the Liquor and Gambling Commissioner Permit No. T11/2027

VIC Commission for Gambling Regulation Permit No. 11/2037

(j) Financial Claims Scheme

As an account holder you may be entitled to a payment under the Financial Claims Scheme depending on your circumstances. Payments under the Financial Claims Scheme are subject to a limit for each account holder. Further information about the Financial Claims Scheme can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60.

3 DEFINITIONS

Accrued Moneys means the sum of the Daily Prize Payout Amount for each day during the calendar month two (2) months prior to the relevant Drawing Date as set out in section 2.9 and any amounts in accordance with section 2.8(d)

BOQ means Bank of Queensland Limited ABN 32 009 656 740 of Level 17, 259 Queen Street, Brisbane QLD 4000.

Business Day means any day other than a Saturday, Sunday or Public Holiday in the State of Queensland.

Contractor Employees means individuals who are not directly employed by the Promoter, or the Promoter’s franchisees but have a contract in place with an employment agency to provide work to the Promoter or the Promoter’s franchisees, as applicable.

Daily Closing Balance means the balance of funds recorded in a Save to Win Account™ as at the end of processing for that day, and subject to section 2.10 (h).

Daily Prize Payout Amount is the amount calculated as follows (negative account balances will be excluded from the daily payout amount):

| | | |
|---|---|--|
| Sum of the Daily Closing Balance of each Save to Win Account™ open on that day | x | 25% of the RBA Target Cash Rate applicable on that day |
| | | 365 days |

Drawing Date means the relevant dates as set out in section 2.9(e) during the Promotion Period when the winners of the Prize Payments will be determined. No draw will take place during the first month of the Promotion Period.

Eligible Account means a Save to Win Account™ open for the whole of the relevant calendar month, holding a Minimum Monthly Balance of AU\$250.00 and not with BOQ Fraud for any day during that relevant calendar month or closed by you prior to the end of the previous month.

Eligible Entry means an entry as described in section 2.7.

Immediate Family Members means any of the following: spouse, defacto spouse, parent, child or sibling (whether natural or by adoption).

Intermediate Prize Payment means the amount determined in accordance with section 2.8(c) (ii).

Major Prize Payment means the amount determined in accordance with section 2.8(c) (i).

Minimum Monthly Balance means the lowest Daily Closing Balance for an Eligible Account in that month, and subject to section 2.10 (h).

Minor Prize Payment means the amount determined in accordance with section 2.8 (c) (iii).

Month means a calendar month during the Promotion Period.

Prize Payment and **Prize Payments** means the Major Prize Payment, Intermediate Prize Payment and Minor Prize Payment collectively or individually as the context requires.

Promotion Website means www.boq.com.au/save_to_win/default.htm or such other electronic address notified to participants from time to time.

Promotion Period means the period described in section 2.2.

Total Prize Payment Pool means the amount described in section 2.8(b).

We, our and **us** are each a reference to Bank of Queensland Limited ABN 32 009 656 740, its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.

You means the holder of the Save to Win Account, and also includes an authorised user of your Save to Win Account™ where the context allows.

1300 55 72 72
boq.com.au

The Save to Win Account™ is issued by
Bank of Queensland Limited ABN 32 009 656 740.

The current Product Disclosure Statement and Financial Services Guide for this product
is available at any Bank of Queensland branch.

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into account your personal objectives, financial situation or needs. You should consider
the appropriateness of any advice having regard to your personal objectives, financial
situation or needs. You should obtain and consider the Save to Win Account™ Product
Disclosure Statement and Financial Services Guide before making any decision about whether
to acquire or continue to hold a Save to Win Account™.

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