

## Kit Community Program Competition

### Terms and Conditions for Voting Individuals

1. The CBA New Digital Businesses Pty Ltd 'Kit Community Program Competition' (**Promotion**) is conducted by CBA New Digital Businesses Pty Ltd trading as HEY KIT ACN 633 072 830 of The Foundry, 1 Locomotive Street, South Eveleigh NSW 2015 (PH: 13 2221) (**Promoter**).
2. The Promotion commences at 12:00AM (AEDT) on 1<sup>st</sup> December 2025 and closes at 11.59PM AM (AEST) on 24<sup>th</sup> May 2026 (**Promotion Period**).
3. Australian incorporated not-for-profit organisations who directly support youth aged 14 years and under and met the other eligibility requirements are able to apply to enter the Promotion. Prizes are awarded to organisations which enter the Promotion based on the number of votes they receive from individual voters. Prizes include cash prizes and gift vouchers and are awarded based on the number of eligible votes received for each participating organisation during the applicable voting period. The full Terms and Conditions for the Promotion can be found at <https://www.heykit.com.au/legal> (**Terms and Conditions for Organisations**).
4. Votes can only be submitted for an organisation that qualifies as an 'Accepted Entrant' (as defined in the Terms and Conditions for Organisations) and otherwise meets the requirements set out in the Terms and Conditions for Organisations. These Terms and Conditions for Voting Individuals apply to all individuals who vote for an Accepted Entrant participating in the Promotion (**Chosen Entrant**) and set out the eligibility requirements for such individuals and the process for how they may vote for their Chosen Entrant.

### Eligibility

5. Voting is open to individuals who:
  - (a) reside in Australia;
  - (b) are aged 18 years or older; and
  - (c) are not persons who are (as determined by the Promoter):
    - (i) involved (whether as a principal, agent or employee) in the conduct or the promotion of the Promotion (including any person who determines who is to win a prize in the Promotion); or
    - (ii) involved in the management of the Promoter or any of the Promoter's related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth)) or any other benefitting organisation,

(**Eligible Voters**).

### How to vote

6. During the Voting Period, the Promoter will release for download (free of charge) financial capability education material called a 'Money Bite' and tools on the Promoter's website at <https://campaign.heykit.com.au/kitcares>. (**Kit Materials**). Each download of the Kit Materials allows the Eligible Voter who downloads the Kit Materials (**Voting Individual**) to submit one vote for their Chosen Entrant. For the avoidance of doubt, the Promoter will release 6 Kit Materials, then a Voting Individual can have a maximum of 6 votes.
7. The Promoter will release 6 **Kit Materials** during the Voting Period (as defined below).

8. The Promoter will announce its new **Kit Materials** being available on its website ([www.heykit.com.au](http://www.heykit.com.au)) (**Website**) and via its social media channels, including Facebook (@kitappau) and Instagram (@kitappau).
9. The voting options will be made available at <https://campaign.heykit.com.au/kitcares>.
10. Voting Individuals can vote for their Chosen **Entrant** between 12:00 AM (AEDT) on 1<sup>st</sup> March 2026 and 11.59PM (AEST) on 24th May 2026 (**Voting Period**).
11. To vote, Voting Individuals must, during the Voting Period, visit the voting website at <https://campaign.heykit.com.au/kitcares> to download the **Kit Materials** and on the website:
  - (a) provide their email address to the Promoter;
  - (b) confirm that they are an Australian resident aged 18 years or older; and
  - (c) vote for their Chosen Entrant during the Voting Period.

### Conditions of voting

12. By voting, each voter agrees to:
  - (a) the Promoter's privacy policy available at [https://www.heykit.com.au/hubfs/Kit\\_Thrifty/Legal%20Documents/Kit%20Privacy%20Policy.pdf](https://www.heykit.com.au/hubfs/Kit_Thrifty/Legal%20Documents/Kit%20Privacy%20Policy.pdf) (**Privacy Policy**);
  - (b) these Terms and Conditions;
  - (c) the Promoter sending them individual direct marketing or commercial electronic messages.
  - (d) not manipulate any votes during the Voting Period;
  - (e) the Promoter using their name, image or likeness in any media in any format or channel in the event that there is any media coverage in relation to a Prize won by their Chosen Entrant;
  - (f) not engage in any conduct or make any statement that does, or is reasonably likely to, adversely affect the Promoter and/or Commonwealth Bank of Australia ABN 48 123 123 124 corporate group's (together called CommBank Group) brand, name, reputation or image; and
  - (g) comply with all reasonable directions of the Promoter in relation to the Promotion during the Promotion Period.

### Resolving disputes

13. Complaints regarding the Promotion may be submitted by completing the online complaint form at <https://dzigo.share.hsforms.com/2ydhRUwspT3uZUzS8YKiNfA>.
14. Complaints made by voters will be dealt with in accordance with the Promoter's Complaints Policy available at [www.heykit.com.au/legal](http://www.heykit.com.au/legal).
15. If there is a dispute concerning the complaint, the decision of the Promoter is final and binding, and unless the Promoter decides to provide feedback following any decision, no further correspondence will be entered into.

### Privacy

16. The Promoter collects personal information from individuals voting for an organisation, including but not limited to their name and email address for the purposes of identifying those individuals, administering and promoting the Promotion and conducting research, evaluation and development of resources in relation to community organisations and contact them for the purposes of promoting other products, promotions, programs and services offered by the Promoter, which may be of interest to them.
17. The Promoter may disclose personal information to CommBank Group and to external service providers, entities and organisations undertaking any of the Promoter's functions and obligations in respect of the Promotion (including but not limited to organising and hosting the Promotion, collating votes and performing promotional activities, such as advertising or marketing the Promoter). It may be necessary to send the personal information the Promoter collects to CommBank Group members and external service providers, entities and organisations located overseas. The Promoter will only do this where it is necessary or appropriate to achieve the purposes set out in this clause and the Privacy Policy.
18. The Privacy Policy is available on the Promoter's Website and should be read in conjunction with these Terms and Conditions. It contains further details about the Promoter's information collection and handling processes including information about: (i) other ways the Promoter or CommBank Group may collect, use or disclose information; (ii) how to seek access and correction of the information; and (iii) how to make a complaint about a breach of privacy rights, and the Promoter's complaint handling procedures. For privacy related queries, individuals can contact the Promoter at <https://help.heykit.com.au/kb-tickets/new> or at the details listed in the Privacy Policy.
19. The Promoter will comply with its obligations under the *Privacy Act 1988* (Cth) regarding any personal information collected by the Promoter as part of the Promotion and will not use individuals' personal information other than as set out in these Terms and Conditions and the Privacy Policy.

## **General**

20. Information on how to vote in the Promotion and voting details set out in all communications regarding the Promotion form part of these Terms and Conditions.
21. Any vote not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's discretion.
22. The Promoter may exclude any vote that it reasonably deems fraudulent, malicious, invalid, incomplete or otherwise not in the best interests of a Chosen Entrant, the Promoter or the Promotion, including if the Promoter determines that a voter has not fully downloaded the Kit Materials required to vote.
23. The Promoter reserves the right, at any time, in its sole discretion, to verify the validity of votes and Voting Individuals (including a voter's name, age and place of residence) and reserves the right, in its sole discretion, to disqualify any voter whom the Promoter has reason to believe has breached any of these Terms and Conditions, has tampered with the voting process or engaged in any unlawful or other improper conduct calculated to jeopardise fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
24. If for any reason the Promotion is not capable of running as planned (including but not limited to infection 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, subject to the approval of all relevant regulatory authorities if required, take any action that may be available including cancelling, terminating, modifying or suspending the Promotion.

25. 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 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the states and territories of Australia (**Non-Excludable Guarantees**).
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and CommBank Group (including their respective directors, officers, employees and agents) are not responsible for and exclude 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 vote 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) the Promotion.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
28. All votes become the sole property of the Promoter. The Promoter collects personal information from voters so that it may process votes, administer the Promotion and contact voters regarding information on products or services that may be of interest to them. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions.
29. The Promotion and these Terms and Conditions will be governed by the law of New South Wales, Australia, being the state in which the Promoter has its Head Office. Voters accept the non-exclusive jurisdiction of courts and tribunals of New South Wales in connection with any disputes concerning the Promotion. However, the Promoter may elect to seek resolution of any dispute informally prior to submitting to the courts of New South Wales.
30. To contact the Promoter, use the online contact us form at <https://help.heykit.com.au/kb-tickets/new>.

## Abridged Terms and Conditions for Voting Individuals

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