

Kit Cares Community Program Competition

Terms and Conditions for Organisations

Introduction

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. These Terms and Conditions set out the entry process and requirements for organisations who wish to enter the Promotion.
3. The Promotion commences at 12:00AM (AEDT) on 1st December 2025 and closes at 11:59PM (AEST) on 24th May 2026 (**Promotion Period**).
4. In these Terms and Conditions:

the term 'Application Form' means the Promoter's application form for the Promotion available at <https://campaign.heykit.com.au/kitcares>.

Eligibility

5. Entry is open to organisations which:
 - (a) are an incorporated not-for-profit entity holding an ABN and registered as an 'Other Incorporated Entity' or 'Other Unincorporated Entity,' including a Parents & Citizens committee or a local community organization, including
 - (i) for Parent & Citizens committees, are listed on an Australian State/Territory register; and
 - (ii) for local community or sports organisations, are registered with a State or nationally recognized body or association;
 - (iii) Non "Other Incorporated Entity" or "Other Unincorporated Entity" may still be eligible if it is a charity registered with the Australian Charities and Not-for-profits Commission (ACNC), including charities structured and registered as a public company with the Australian Business Register (ABR), provided it maintains current charitable registration at the time of application and funding. The Organisation must clearly operate dedicated programs for children aged 5–15 years. Eligibility in these circumstances is assessed and approved at the Promoter's sole discretion.
 - (b) are not political groups or for-profit entities;
 - (c) operate in Australia and directly support youth aged 14 years and under (as determined by the Promoter);
 - (d) hold a bank account in Australia in the name of the entity referred to in clause 5(a) above; and
 - (e) are not (or whose responsible persons or managers are not) (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 Entrants).

- 6. If any of the eligibility criteria in clause 5 are not met by an entrant, then the entrant will not be eligible to enter the Promotion. An entrant must notify the Promoter if it becomes aware or suspects that any of the above eligibility criteria in clause 5 will not or may not be met by the entrant at any stage during the Promotion Period.

How to enter

- 7. To enter, Eligible Entrants must:
 - (a) fully and properly complete all sections of an Application Form (including but not limited to providing details such as entity name, ABN, corporate status and logo and the name and contact details of their authorised representative (**Authorised Representative**);
 - (b) submit their Application Form online with the Promoter between 12:00AM (AEDT) on 1st December 2025 and 11:59PM (AEDT) on 10th April 2026 (**Application Period**) at www.heykit.com.au; and
 - (c) be accepted by the Promoter in writing to enter the Promotion in accordance with clause 8.
- 8. The Promoter will determine if an Application Form has been fully and properly completed by an Eligible Entrant and if it has and the requirements of clauses 7(a) to 7(c) have been met, the Promoter will notify the Eligible Entrant by email that its application has been accepted (in which case the Eligible Entrant will be an '**Accepted Entrant**'). The Promoter will not accept any Application Forms that do not satisfy the requirements of clauses 7(a) to 7(c).
- 9. During the Voting Period (defined below), the Promoter will release for download (free of charge) financial capability education material and tools on the Promoter's website at <https://campaign.heykit.com.au/kitcares> (**Kit Materials**).
- 10. The Promoter will release approximately 6 Kit Materials during the Voting Period (as defined below).
- 11. The Promoter will announce its new Kit Materials being available on its website (www.heykit.com.au) (**Website**) and via its social media channels, including Facebook (@kitappau) and Instagram (@kitappau).
- 12. Each download of the Kit Materials allows the individual who downloaded that Kit Material (**Voting Individual**) to submit one vote for the organisation of their choice (**Chosen Entrant**). Voting Individuals must satisfy the eligibility criteria set out in the Terms and Conditions for Voting Individuals, will be found at <https://www.heykit.com.au/legal> (**Terms and Conditions for Voting Individuals**). For the avoidance of doubt, if the Promoter releases 6 Kit Materials and a Voting Individual downloads all 6 Kit Materials, then a Voting Individual can have a maximum of 6 votes.
- 13. The voting options will be made available at <https://campaign.heykit.com.au/kitcares> . To submit a vote, Voting Individuals must provide their email address to the Promoter, confirm that they are an Australian resident aged 18 years or older and agree to the Terms and Conditions for Voting Individuals.
- 14. Voting Individuals may vote for Accepted Entrants between 12:00 AM (AEDT) on 1st March 2026 and 11:59 PM (AEST) on 24th May 2026 (**Voting Period**) in accordance with the procedure set out in Terms and Conditions for Voting Individuals.

Conditions of entry

15. By entering, the entrant agrees to:
- (a) the Promoter's privacy policy available at https://www.heykit.com.au/hubfs/Kit_Thrifty/Legal%20Documents/Kit%20Privacy%20Policy.pdf - (**Privacy Policy**);
 - (b) these Terms and Conditions;
 - (c) receive emails, direct marketing and other correspondence or commercial electronic messages that may be sent by the Promoter, related bodies corporate of the Promoter and any member of the Commonwealth Bank of Australia ABN 48 123 123 124 corporate group (together called **CommBank Group**) and any person or entity engaged by the Promoter or CommBank Group regarding their Application Form, the Promotion generally; and including information about the CommBank Group's products, promotions and services;
 - (d) participate in surveys conducted by or on behalf of the Promoter or CommBank Group regarding the Promotion;
 - (e) comply with all laws and regulations applicable to it, including applicable anti-bribery anti-corruption laws (most relevantly the *Australian Criminal Code Act 1995* (Cth) and any other law which has as its objective the prevention of corruption, including statutes, ordinances, rules, regulations, orders from court tribunals or any other judicial body, and/or rules, guidelines or orders of any public body.
 - (f) comply with all laws, rules, and regulations applicable to it, including the *Spam Act 2003* (Cth);
 - (g) comply with any reasonable directions or requests of the Promoter in relation to the Promotion during the Promotion Period;
 - (h) not manipulate any information in the Application Form or any votes during the Voting Period;
 - (i) not use any Kit Materials or other materials associated with the Promotion other than as directed by the Promoter in its social media guidelines provided or made available to entrants by email (**Kit Cares Community Program Toolkit**);
 - (j) the Promoter and any member of the CommBank Group using and publishing the entrant's name, logo, suburb, Authorised Representative's name, image and related details and materials in promotions, marketing, and advertising and in public announcements of leaderboards and overall results for the Promotion, including social media in each these categories;
 - (k) the Promoter and CommBank Group using any content submitted by the entrant for the Promotion and warrants that it has all licences and rights to permit the Promoter to do so;
 - (l) not include confidential information within any Application Forms;
 - (m) Other than in strict compliance with the Kit Cares Community Program Toolkit, not engage in any publicity or make any public announcement in relation to their Application Form or for receiving a Prize (as defined below) unless they do so with the Promoter's prior written consent.

Prize details

16. Accepted Entrants will be categorised based on their state or territory of business registration into 4 regions for the Promotion, being:
- (a) Victoria and Tasmania;
 - (b) New South Wales and Australian Capital Territory;
 - (c) South Australia, Northern Territory and Western Australia; and
 - (d) Queensland.
- (together, the **Regions**).
17. The prizes in the Promotion include:
- (a) \$10,000 in cash (**Grand Prize**) per Region;
 - (b) E voucher or gift cards for various products and services valued at \$100 (**Voucher Prize**); and
 - (c) Any other prizes we may notify you of through email, subject to any terms and conditions included with such notification. (**Minor Prize**)
- (together, the **Prizes**).

Determining the Winners

18. The Promoter will determine all Winners by 11:59PM (AEST) by 1st June 2026 based on the following:
- (a) the Accepted Entrant in each Region that receives the most votes from Voting Individuals, as determined by the Promoter, will receive a Grand Prize; and
 - (b) the Accepted Entrants that the Promoter confirms have received 100 votes from Voting Individuals on <https://campaign.heykit.com.au/kitcares> will receive a Voucher Prize,
- (together, the **Winners**).
19. A Winner under clause 18(b) will win one Voucher Prize for every 100 votes that it receives, subject to a cap that occurs on the earlier of: (a) a maximum of 500 votes per Winner (e.g. 5 Voucher Prizes) has been obtained; or (b) The promoter total '**Voucher and Minor**' Prizes' given across all winners has reached a total value of \$60,000 (this excludes the 'Grand Prizes')

Notifying the Winners

20. The Promoter will notify Winners by email to their Authorised Representative, as indicated on the Application Form, by 11:59PM (AEST) by 7th June 2026.
21. The Promoter will track voting and publish on its website and social media profiles a weekly 'Top 10' leaderboard for each participating Region.

Claiming the Prize

22. The Winners of a Grand Prize must claim their Prize by 11:59PM (AEST) by 8th July 2026 by confirming receipt of the notification email by return email or by such other method specified in the

notification email and providing their bank account details for the Prize to be delivered via electronic funds transfer.

23. The Winners of a Voucher Prize may claim their Prize after confirming receipt of the Promoter's prize notification email by providing a return email to the Promoter (or by such other method specified in the notification email) with an acceptance of the prize.
24. If a Grand Prize is unclaimed or cannot be delivered to or accepted by a Winner by the time specified in clause 22, that Grand Prize will be awarded to the Accepted Entrant in the same Region to have received the next highest number of votes from Voting Individuals. That Accepted Entrant will be notified by email to their Authorised Representative on the same day that the Grand Prize has been awarded to them (and they will be deemed to be a Winner). If that Accepted Entrant does not claim a Grand Prize or a Grand Prize cannot be delivered to or accepted by them or is returned by them, the process set out in this clause shall be applied again, and so on until the Grand Prize has been claimed by an Accepted Entrant.
25. If a Voucher Prize is unclaimed or cannot be delivered to or accepted by a Winner by the time specified in clause 23, that Voucher Prize will be forfeited.

Distributing the Prizes

26. If a Winner receives a Grand Prize, the Promoter will transfer it to the Winner by electronic funds transfer by no later than 11:59PM (AEST) on 31st July 2026.
27. Subject to clause 23 above, if a Winner receives a Voucher Prize, the Promoter will send it to the Winner's designated email by no later than 14 days following the date the Promoter validates that the Winner has received the votes and met the criteria required to receive the Voucher Prize].

Conditions of receiving a Prize

28. As a condition of receiving a Prize, each Winner agrees:
 - (a) to only use its Prize itself for the purpose of benefiting the Winner, as set out in their Application Form;
 - (b) to provide photographs of any products purchased using the Prize, if requested by the Promoter;
 - (c) that it must not nominate a third party to receive a Prize or authorise payment of a Prize to a third party or use all or any part of the Prize for the benefit of any third party;
 - (d) that it has complied and will comply with these Terms and Conditions and Voting Individuals must have complied with the Terms and Conditions for Voting Individuals;
 - (e) to ensure that all of the Prize is spent in a manner that complies with all laws applicable to the Winner;
 - (f) that the Promoter and CommBank Group are not responsible for any illegal activity which occurs (whether intended or not) in connection with the Winner's use of a Prize;
 - (g) to be included in the Promoter's and CommBank Group's various promotional, media, communication and marketing material and mediums both internally and externally for the purpose of promoting the Winner as the recipient of a Prize and agrees to provide reasonable assistance to the Promoter and CommBank Group for that purpose;

- (h) to provide a copy of its logo and any associated trade marks or branding elements (**Brand Elements**) to the Promoter for the purpose of using the Brand Elements to promote the Promotion;
 - (i) that it has not and will not engage in any conduct or make any statement that does, or is reasonably likely to, adversely affect the CommBank Group's brand, name, reputation, or image];
 - (j) grant the Promoter and CommBank Group, effective from the date of submitting the Application Form, a royalty-free, non-exclusive licence for the use, reproduction and display of its name and Brand Elements for the purpose of promotion the Promotion and publishing the results and represents and warrants to the Promoter that it owns, or has obtained all necessary rights to licence, their name and Brand Elements for that purpose;
 - (k) to indemnify, defend and hold harmless the Promoter and CommBank Group (including their respective directors, officers, employees and agents) from and against any and all claims, liabilities, damages, losses, costs or expenses (including reasonable legal fees) arising out of or in connection with any breach by the Winner of its representations, warranties or obligations in these Terms and Conditions; and
 - (l) to the Promoter and CommBank Group using any information contained in the Application Form for conducting further research, evaluation, and development of resources in relation to community grants and owning the results of such research and evaluation and any resources.
29. If, in the 3 month period from the date of being awarded a Prize, a Winner fails to comply with the conditions set out in clause 28, then the Promoter may determine not to provide the Prize to the Winner or, if already provided, require the Winner to repay or return the Prize to the Promoter. If such circumstances occur, the Promoter may elect to provide the same Prize to another eligible entity in accordance with the process in these terms and conditions.
30. Prizes may not be transferred, exchanged, or redeemed for cash or other goods or services.
31. If a Prize is unavailable, the Promoter reserves the right, in its discretion, to substitute a Prize with a prize of equivalent value and/or specification, subject to any legal requirements or any written directions from an applicable regulatory authority.
32. The Promoter does not accept responsibility for the cancellation, delay, unavailability, restriction, or condition on or of the Prize for any reason beyond the control of the Promoter.

Resolving disputes

33. Complaints regarding the Promotion may be submitted by completing the online complaints form at <https://dzjgo.share.hsforms.com/2ydhRUwspT3uZUzS8YKiNfA>
34. Complaints made by entrants will be dealt with in accordance with the Promoter's Complaints Policy available at www.heykit.com.au/legal.
35. 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

36. The Promoter collects personal information from entrants and Authorised Representatives of entrants and from Voting Individuals, including but not limited to their name and email address so

that it may: process entries and administer this Promotion, conduct research and evaluation and develop resources in relation to community organisations and contact them for the purposes of promoting other products, promotions, programs and services offered by the CommBank Group, which may be of interest to them.

37. 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, collecting Application Forms and collecting data and information regarding entrants for and on behalf of the Promoter, 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.
38. 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, the entrant and individuals can contact the Promoter at <https://help.heykit.com.au/kb-tickets/new> or on the details listed in the Privacy Policy.
39. The Promoter agrees to 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 Promoter's Privacy Policy.

General

40. Eligible Entrants can contact the Promoter via the online contact form <https://help.heykit.com.au/kb-tickets/new> if they have any issues with submitting their Application Form.
41. Information on how to enter the Promotion and Prize details set out in all communications regarding the Promotion form part of these Terms and Conditions.
42. Accepted Entrants may encourage Voting Individuals to vote for them, subject to these Terms and Conditions.
43. Application Forms submitted by entrants for the Promotion must not infringe any intellectual property rights of any third party.
44. Any entry not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's discretion.
45. Winners accept the Prizes 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from the Prize or a Winner accepting and taking a Prize. The Winner should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
46. The Promoter reserves the right, at any time, in its sole discretion, to verify the validity of entries and entrants (including an entrant's name, ABN/ACN, corporate status, main place of business and valid email) and reserves the right, in its sole discretion, to disqualify any entrant whom the Promoter has reason to believe has breached any of these Terms and Conditions, has tampered with the entry

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.

47. If for any reason this Promotion is not capable of running as planned (including but not limited to infection by 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.
48. The Prizes are valued in Australian dollars unless expressly stated to the contrary.
49. All Prize amounts in these Terms and Conditions are inclusive of the Australian goods and services tax (GST) unless expressly stated to the contrary.
50. All costs and expenses not specifically mentioned as being included in the Prize are solely the Winner's responsibility. The Winner takes the Prize at their own risk.
51. 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**).
52. 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 entry or Prize claim 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) any variation in Prize value to that stated in these terms; (e) any tax liability incurred by a beneficiary of a Prize (including an Accepted Entrant and the Winners); (f) use/taking of the Prize; (g) the Promotion.
53. The Promoter may at any time cancel, modify, suspend, or terminate the Promotion as set out in these Terms and Conditions, subject to any requirements of the relevant regulatory authorities.
54. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
55. All entries, including Application Forms, become the sole property of the Promoter. 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. Entrants 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.
56. To contact the Promoter, use the online contact us form at <https://help.heykit.com.au/kb-tickets/new>.

Kit Community Program Competition

Abridged Terms and Conditions for Organisations

The '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**) and runs from 12:00AM (AEDT) on 1st December 2025 to 11:59 PM (AEST) on 24th May 2026 (**Promotion Period**) (see full terms and conditions here www.heykit.com.au/legal). Open to incorporated not-for-profit entities holding an ABN and registered as an 'Other Incorporated Entity' or 'Other Unincorporated Entity, which are not political groups or for-profit entities, operate in Australia and directly support youth aged 14 years and under, hold a bank account in Australia, and are not (or whose responsible persons or managers are not) involved in the **Promotion** or management of the **Promoter** or any other benefitting organisation. To enter, **Eligible Entrants** must complete the **Promoter's Application Form**, submit it online with the **Promoter** between 12:00AM (AEDT) on 1st December 2025 and 11:59PM (AEDT) on 10th April 2026 and be accepted by the **Promoter** in writing to enter the **Promotion**. The **Promoter** will release for download (free of charge) financial capability education material and tools on the **Promoter's** website at <https://campaign.heykit.com.au/kitcares> (**Kit Materials**). Each download of **Kit Materials** allows an individual one vote for their **Chosen Entrant**. Voters must satisfy the eligibility criteria set out in the Terms and Conditions for **Voting Individuals**, that will be found at www.heykit.com.au/legal (**Voting T&Cs**). Voting options available at <https://campaign.heykit.com.au/kitcares>. To vote, **Voters** must provide their email address, confirm they are an Australian resident aged 18 years or older and agree to the Voting T&Cs. Voting available between 12:00 AM (AEDT) on 1st March 2026 and 11:59 PM AM (AEST) on 24th May 2026. **Accepted Entrants** grouped into 1 of 4 regions based on their state/territory of registration: VIC/TAS, NSW/ACT, SA/NT/WA, and QLD. The **Accepted Entrant** in each region that receives the most votes will win \$10,000 in cash (**Grand Prize**). **Accepted Entrants** who receive 100 votes will win a gift card valued at \$100 (**Voucher Prize**). The **Promoter** will determine all **Winners** by 11:59PM (AEST) on 1st June 2026. **Voucher Prizes** are limited to the earlier of: (a) a maximum of 5 **Voucher Prizes** per **Winner** has been obtained; or (b) the **Promoter** total '**Voucher and Minor Prizes**' given across all **Winners** has reached a total value of \$60,000 (this excludes the '**Grand Prizes**'). **Grand Prizes** which are unclaimed or which cannot be delivered to or accepted by a **Winner** or a returned will be awarded to the **Accepted Entrant** in the same region that received the next highest number of votes. **Voucher Prizes** which are unclaimed or which cannot be delivered to or accepted by a **Winner** will be forfeited. **Winners** notified by email to **Authorised Representative** by 11:59PM (AEST) on 7th June 2026. The **Promoter** will track voting and publish on its website and social media weekly 'Top 10' leaderboards. **Prizes** may not be transferred, exchanged, or redeemed for cash or other goods or services.