

Terms & Conditions: Bankwest Less FOMO Ticket Competition

Terms and conditions

1. The Bankwest Less FOMO Ticket Competition (“Competition”) commences at 12.01am WST on Sunday 10 February 2019 and closes at 11.59 pm WST on Sunday 10 March 2019 (“Promotional Period”). Taking part in this Competition constitutes acceptance of these terms and conditions.
2. Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 12 AFSL / Australian credit licence 234945, Bankwest Place, 300 Murray St, Perth WA 6000, phone 13 17 19 is the promoter of this Competition (“Promoter” or “Bankwest”).
3. To be eligible for entry (“Entrant”) in the Competition you must (“Eligibility Criteria”):
 - a. Be aged over 18, or have parent(s) or guardian(s) permission to enter.
 - b. Be a resident of Western Australia.
 - c. Complete the online registration form at bankwest.com.au/summer
 - d. Accept these Terms and Conditions by clicking the check box at registration
 - e. Accept the Bankwest privacy policy (available at www.bankwest.com.au)
4. To register for the Competition, Eligible Entrants must complete the following steps during the Promotional Period (‘Entry Requirements’):
 - Satisfy the Eligibility Criteria
 - Visit the website link (‘Website’) provided by Bankwest bankwest.com.au/summer
 - Complete the online registration form available on the Website, select their preferred prize, and follow the prompts to fill in your personal details and submit your entry.
5. There is a limit of one entry per person. Entrants who fill out the form more than once will be disqualified.

6. Bankwest Customers that can provide the last 4 digits of their Bankwest card will be awarded one (1) additional entry (two entries in total) into the competition by Bankwest prior to the draw. The personal details provided on the entry form must match the personal details held by Bankwest in order for the additional entry to be awarded.
7. There are two (2) major prizes to be won, with a total Prize Pool valued at \$26,000, consisting of:
 - Two (2) tickets to the RAC Arena for two (2) people for 12 months, 19 March 2019 to 18 March 2020. The total prize value is \$14,000 incl GST ("Prize A"); or
 - Two (2) tickets to the Bankwest Club at Optus Stadium for two (2) people for 12 months, 19 March 2019 to 18 March 2020. The total prize value is \$12,000 incl GST ("Prize B").

For the purposes of clarification, where an artist performs more than one show the prize winner will be eligible for a double pass to one show only, and cannot receive a double pass to each individual performance.
8. Directors and employees of the Commonwealth Bank Group (including Bankwest) including their immediate families, its agencies and companies associated with this Competition are ineligible to enter.
9. There will be two (2) prize draws with one (1) winner selected for each prize described in clause 7 ('Winners'). Winners will be drawn at random from the pool of entrants who have nominated each prize on 12 March 2019 at 11:00am WST ('Draw Date') at Bankwest, Level 3D, 300 Murray Street, Perth, WA 6000. The first drawn entry nominating Prize A as the preferred prize will win that prize. The first drawn entry nominating Prize B as the preferred prize will win that prize.
10. Winners will be notified by phone and/or email on 12 March 2019.
11. The Winners must claim their Prize in the manner set out in the email informing them that they have won. Travel to and from the event, and any other associated costs in accepting a Prize, is the sole responsibility of the Winners and their guest(s).

12. In accepting the Prize, Winners agree to be contacted regarding marketing research about the Prize.
13. If any Prize remains unclaimed after 3 days of Prize Judging Date, the Promoter will conduct an unclaimed prize draw in the same manner, and place as the original draw on 15 March 2019.
14. Prizes are not transferable or exchangeable and cannot be taken as cash. The Winners accept the Prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from the prize. Winners should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
15. In accepting and using Prize A the winner agrees to the RAC Arena [Conditions of Entry](#). In accepting and using Prize B the winner agrees to the Bankwest Club [Terms and Conditions](#).
16. The Promoter reserves the right in its sole discretion to disqualify any individual who does not meet the Eligibility Criteria or does not provide suitable verifying identification.
17. The Promoter will use its best endeavours to provide the Prizes listed. Although Prizes are subject to change at the Promoter's discretion. If the Prizes are unavailable for whatever reason, the Promoter reserves the right to substitute for that Prize or item for a prize or item of an equivalent value subject to any written directions given under applicable trade promotion laws and regulations.
18. Each Entrant consents to Bankwest contacting them, in accordance with these Terms and Conditions, via their details submitted on their online registration form on the Website.
19. Entry into the Competition and acceptance of the Terms and Conditions allows Bankwest permission to contact Entrants about Bankwest future promotions and marketing, unless they have advised otherwise.
20. Each Entrant consents to Bankwest using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in media for an unlimited period of time without remuneration for the purpose of

promoting this Competition (including any outcome), Bankwest and or products/services supplied by Bankwest.

21. If for any reason this Competition 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 Competition, the Promoter may take any action that may be available including cancelling, terminating, modifying or suspending the Competition.
22. The Promoter's decision is final and no correspondence will be entered into.
23. Bankwest reserves the right to verify the validity of entries and Entrants (including an Entrant's identity and postcode) and reserves the right to disqualify any Entrant for tampering with the entry process or for submitting an entry that is not in accordance with these Terms and Conditions, or if the Entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. Bankwest's right to recover damages or other compensation from such an offender are reserved. Failure by Bankwest to enforce any of its rights does not constitute a waiver.
24. Except for any implied condition or warranty the exclusion of which from these conditions of entry would contravene any statute or cause any part of these conditions of entry to be void ("Non Excludable Condition"), the Promoter excludes from these conditions of entry all conditions, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, the Promoter (including its officer, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss or profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation, the following:
 - (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 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 Conditions of Entry; (e) any tax implications; (f) the cancellation or postponement of any Event; and/or (g) a Prize or use of a Prize.

25. These terms and conditions shall be governed by the laws of Western Australia and each Entrant agrees to submit to the non-exclusive jurisdiction of Western Australia.

Privacy statement:

We've collected your information to enter you in the Bankwest Less FOMO Competition. Bankwest will not disclose this information for any other purpose. Your personal information will be held confidentially and not passed on to any third parties except for our related bodies corporate, agents and contractors for the fulfilment of this Competition. You can access the personal information about you held by Bankwest by calling 13 17 19. Our Privacy Policy also contains information about how you can access or seek the correction of personal information that we hold about you and how you can make complaints and our methods for dealing with them.