

## **Bankwest Culture Club Competition**

How to enter:

1. Entry to this competition is by response to the question "Who would you take to meet Culture Club and why?" ('Entry Question') and completion of the online registration form at [bankwest.com.au/pertharena](http://bankwest.com.au/pertharena).

### **TERMS AND CONDITIONS:**

1. The Bankwest Culture Competition ('Competition') commences at 9.30 am WST on 6 November 2017 and closes at 5pm pm WST on 15 November 2017 ('Promotional Period'). Taking part in this Competition constitutes acceptance of these terms and conditions.
2. The promoter of the Competition is Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL / Australian credit license 234945, Bankwest Place, 300 Murray St, Perth WA 6000, ph. 13 17 19 ('Bankwest' or 'Promoter').
3. To be eligible for entry ('Eligible Entries') into the Competition you must satisfy the following eligibility criteria ('Eligibility Criteria'):
  - 3.1 Be a Bankwest customer
  - 3.2 Reside in Australia
  - 3.3 Be over the age of 18
  - 3.4 Answer the Entry Question and complete the online registration form at [bankwest.com.au/pertharena](http://bankwest.com.au/pertharena)
  - 3.5 Accept these Terms & Conditions by ticking the box at registration
  - 3.6 Accept the Bankwest privacy policy (available at [www.bankwest.com.au](http://www.bankwest.com.au))
4. 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.
5. There is a limit of one entry per person.
6. There will be one (1) winner ('Winner'). The Winner of the competition will be:
  - a) Determined by a panel of judges from Bankwest ('Panel') and judging will take place at Bankwest, level 12D 300 Murray St Perth WA 6000 on 16 November 2017 at 2pm WST ('Draw Date'). Entries will be judged based on creativity. Only eligible entries will be considered.
7. Winners will be notified on their contact number and in writing via email within two (2) days of the Prize Draw Date.
8. To be eligible to win the Prize, you must satisfy the Eligibility Criteria outlined in clause 3.
9. 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 airport, and any other

associated costs in accepting a Prize, is the sole responsibility of the Winner and their guest.

10. There is 1 prize to be won which includes a Culture Club Meet and Greet, Accommodation and flights for two people ('Prize'), valued at \$3,000, \$380 and \$1,040 respectively. The total prize pool is valued at \$4420. The prize for this competition has been supplied by One World Entertainment Pty Ltd.
11. The winner and travelling companion must travel at the same time on the same flight and must depart from the same capital city and each are responsible for transport from and to their residence to their nearest capital city for flight departure/flight return. If the winner is based in Victoria they will not be entitled to any flights.
12. Air tickets as part of the Prize are available on the regular scheduled services for each airline and are subject to seasonal embargos. Flight itinerary may be adjusted depending on the airlines departure city and their current flight schedule. Frequent Flyer points are subject to availability on the airline flights are scheduled.
13. The Prize must be taken on the dates stipulated in Schedule A and is subject to hotel and flight availability. The Prize, including flight times and names cannot be changed once flight and accommodation bookings have been made.
14. The winner of the Prize and their travelling companion are each personally responsible to ensure that they have valid documentation and appropriate travel insurance. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the winner and their travelling companion.
15. The winner must collect their Prize in a manner to be determined by Bankwest. If a Winner is unable or unwilling to take a Prize as stated, or if any Prize remains unclaimed after 20 November 2017, the Winner will be deemed ineligible and will forfeit the prize. Where a Winner has been deemed ineligible a new Winner will be selected by an unclaimed prize draw in the same manner and place as the original draw.
16. The winner must accept their Prize 'as is' and acknowledge that Bankwest accepts no responsibility for any tax implications that may arise from the Prize. All Winners should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser before accepting the Prize.
17. In regards to the Prize, the Prize cannot be transferred, exchanged or redeemed for cash, refunded for cash, transferred into another name or be sold. The Prize is exclusive of costs incurred with accepting the Prize, such as travel to and from the show unless otherwise stated.
18. While Bankwest will use its best endeavours to provide the Prize listed, The Prize is subject to change at Bankwest's discretion. If the Prize is unavailable for whatever reason, Bankwest reserves the right to substitute for that Prize a different Prize or item of an equivalent value subject to any written directions given under applicable trade Promotion laws and regulations.

19. Bankwest's decision is final and no correspondence will be entered into.
20. All Prize Winners and their guests must be over the age of 18 and carry valid photo identification with them at all times during the Event. If alcohol is made available as part of the Prize at the Event, then this will be provided subject to the principles of responsible service of alcohol as exercised by the staff and management of the premises at which the Event takes place. The premises staff and management reserve the right to refuse service of alcohol to any Prize Winner or their accompanying guest should they be deemed to be intoxicated.
21. Bankwest and associated agencies accept no responsibility for loss, damage, accident, death or injury resulting from the Competition.
22. 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.
23. If for any reason whatsoever beyond the reasonable control of Bankwest, the Competition is not capable of being conducted as reasonably anticipated, Bankwest reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) subject to any written directions from a regulatory authority, to cancel, suspend, modify, terminate or cancel the Competition.
24. 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.
25. 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, Bankwest (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 Bankwest'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 Bankwest) due to any reason beyond the reasonable control of Bankwest;
- (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.

26. These terms of Competition 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 this information to enter you in the Bankwest Culture Club Competition entered via completing an online registration form. The information you give us will be held confidentially and not passed on to any third parties except for our related bodies corporate, agents and contractors for the purpose which the Entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes. You can access the personal information about you held by Bankwest by calling 13 17 19.

**Schedule A: Prize**

The total prize pool is valued at \$4420 consisting of one (1) prize to be won as follows:

Prize	Date	Quantity	Prize
Culture Club Meet & Greet	30/11/17	2	<ul style="list-style-type: none"> <li>• Meet and Greet experience with Culture Club</li> <li>• 2 tickets to Culture Club in the first 5 rows at Rod Laver Arena Olympic Blvd Melbourne VIC 3001 ('Event')</li> <li>• Transport to and from the Arena</li> <li>• Dinner in the green room</li> <li>• Aftershow</li> <li>• Valued at \$1,500 per person</li> </ul>
Accommodation	30/11/17 – 1/12/2017	1	<ul style="list-style-type: none"> <li>• 1 night stay in twin share room at Crown Metropol Melbourne Valued at \$380</li> </ul>
Flights	30/11/2017 – 1/12/2017	2	<ul style="list-style-type: none"> <li>• Return airfares from major capital city to Melbourne</li> <li>• Valued at \$520 per person</li> </ul>