

Bankwest Halo Competition - Terms & Conditions

1. The Bankwest Halo Competition ("Competition") commences at 12:00am WST on 21 September 2018 and closes at 11:59pm WST on 30 November 2018 ("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 licence 234945, Bankwest Place, 300 Murray St, Perth WA 6000, ph. 13 17 19 ("Bankwest" or "Promoter") authorised under NSW TPL number LTPS/18/26893.
3. To enter, persons must order a Bankwest Halo sizing kit by clicking the link provided to them via an AGL electronic communication which will direct them to the Bankwest Halo website before 30 November 2018 ("Eligibility Criteria")
4. This Competition is open to entrants that are at least 18 years old meet the Eligibility Criteria above.
5. The Competition is open to residents of NSW only. There is a limit of one (1) entry per person.
6. There will be four (4) winners for the Competition ("Winners"). Winners will be selected by random electronic prize draw at Bankwest Place, Level 3, 300 Murray St, Perth WA 6000, on 12 December 2018 at 12:00pm WST ("Draw Date").
7. Winners will be notified on their contact email address provided in the Bankwest Halo Sizing Kit form within two (2) days of the Draw Date. The Winners' details will be announced online at bankwest.com.au by 30 January 2019.
8. There will be four (4) winners who will each win \$500 which will be deposited into a Bankwest transaction Account. ('Prize') If you don't already hold a Bankwest transaction account, you may open one to have your prize deposited. Terms and conditions apply to opening the account. Account fees and charges may also apply. To decide if the product is right for you,

please carefully read the Product Disclosure Statement for the product. Product Disclosure Statements can be obtained from your local Bankwest branch, from the Bankwest web site bankwest.com.au or by contacting the Bankwest Customer Help Centre on 13 17 19. If the winner considers that the Bankwest accounts on offer do not suit their needs, Bankwest may deposit the prize funds into a nominated account at another financial institution. If the winner has or selects to open a Bankwest account that offers the Bankwest Halo ring and the winner wants to order a Bankwest Halo ring, they must complete the standard process for doing so. Upon completion of the standard process, a Bankwest Halo ring will be mailed to the winner and Bankwest will waive the initial Payment Device Fee for that Bankwest Halo ring.

9. The total prize pool is valued at \$2,156.
10. If any Prize remains unclaimed after 3 months of the Draw Date, the Promoter will conduct an unclaimed prize draw in the same manner, time and place as the original draw, subject to any directions from the Office of Liquor, Gaming and Racing (NSW) or with any relevant regulatory authorities.
11. Bankwest and associated agencies accept no responsibility for loss, damage, accident, death or injury resulting from the Competition.
12. Prizes are not transferable or exchangeable and cannot be taken as cash. The Winners accept the Prize 'as is' and acknowledge that Bankwest accepts no responsibility for any tax implications that may arise from the Prize winnings. Winners should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
13. No correspondence will be entered into. The Promoter's decision is final.
14. Directors and employees of the Commonwealth Bank Group including their immediate families, its agencies and companies associated with this Competition are ineligible to enter.
15. The Promoter will use its best endeavours to provide the Prize stated. If the Prizes are unavailable for whatever reason, the Promoter reserves the right to substitute for that Prize or item a prize of an equivalent value subject to any written directions given under applicable trade promotion laws and regulations.

16. If for any reason whatsoever beyond the reasonable control of the Promoter, the Competition is not capable of being conducted as reasonably anticipated, the Promoter 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 suspend, modify, terminate or cancel the Competition.

17. 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 Terms and Conditions;
 - e. any tax implications;
 - f. the cancellation or postponement of the Competition; and/or
 - g. a Prize or use of a Prize.

18. These Terms and Conditions of Competition shall be governed by the laws of New South Wales and each entrant agrees to submit to the non-exclusive jurisdiction of New South Wales.