

Bankwest Ideas Lab Competition

Terms and Conditions

1. This competition commences at 12.00am AWST on Monday 19th September 2022 and closes at 11.59pm AWST on Monday 21st August 2023 ('Promotional Period'). Taking part in this competition constitutes acceptance of these terms and conditions.
2. Bankwest, a division of Commonwealth Bank of Australia ABN 123 123 124 AFSL/Australian credit licence 234945, Bankwest Place, 300 Murray Street, Perth, WA, 6000, authorised under ACT Permit No. ACT TP 21/01667 is the promoter of this competition ('Promoter').
3. Entry is open to Australian residents who:
 - A) Reside in Australia and
 - B) Receive an email invitation to participate in the Bankwest research sign-up ('Eligible Entrants').
4. To enter, Eligible Entrants must sign up to Ideas Lab, complete and submit the survey questions during the Promotional Period ('Valid Entry'). Surveys completed outside of the Promotional Period will not be eligible for the prize draw.
5. There is a limit of one entry per Eligible Entrant.
6. This is a game of skill and chance plays no part in determining winners. Each Valid Entry will be individually judged for the most innovative answer to a short question at the end of the survey and the best response will be chosen by a panel of independent representatives from Qualtrics at Grosvenor Place, Level 41/225 George St, The Rocks NSW 2000. Surveys will be open for one month ('Entry Period') and winners selected on the Judging Dates specified in clause 9. Ten (10) winners are chosen during each Entry Period month, with forty (40) winners to be selected in total.
7. The Winners will be notified in writing by email using the same email address used for this survey invite within seven (7) days of the Judging Date. The Winners must claim their prize in the manner set out in the email informing them that they have won. The Winners' details will also be announced via email communication to all new members of the Ideas Lab Community that joined during the competition timeframe on the "notification date", as shown in table under clause 9.
8. There are forty (40) prizes to be won, each consisting of a \$100 electronic [Giftpay.com.au](https://www.giftpay.com.au) voucher ('Prize'). Conditions and exclusions apply to the electronic [Giftpay.com.au](https://www.giftpay.com.au) voucher. For full terms and conditions, visit [Giftpay.com.au](https://www.giftpay.com.au) or email: support@giftpay.com.au. Prizes are not transferable or redeemable for cash. The total prize pool is valued at \$4,000.
9. The prize draw details are as follows (all times given are AWST unless otherwise specified):

Month	Entry Period	Prize	Judging & Winner Notification Date	Notification date
1	12:00am 19/09/22 to 11:59pm 17/10/22	10 x \$100 Giftpay Electronic Cards	21/10/22 at 11.30am	28/10/22
2	12:00am 23/01/23 to 11:59pm 20/02/23	10 x \$100 Giftpay Electronic Cards	24/02/23 at 11.30am	03/03/23
3	12:00am 01/05/23 to 11:59pm 29/05/23	10 x \$100 Giftpay Electronic Cards	02/06/23 at 11.30am	09/06/23
4	12:00am 24/07/23 to 11:59pm 21/08/23	10 x \$100 Giftpay Electronic Cards	25/08/23 at 11.30am	01/09/23

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10. If the prize remains unclaimed after 3 month of the original Judging Date, the Promoter will conduct an unclaimed prize draw in the same manner and place as the original draw on the Redraw dates and times set out in clause 11, subject to any directions from the Office of Liquor , Gaming and Racing (NSW) or given under Regulation 37 of the Lottery and Gaming Regulation 2008 (SA). If the new Winner does not claim the prize within 14 working days, the processes set out in clause 11 shall be applied again, and so on until the prize has been claimed.
11. The Prize Redraw Schedule is as follows (all times are AWST unless otherwise specified):

Month	Entry Period	Redraw Date & Time	Redraw Notification Date
1	12:00am 19/09/22 to 11:59pm 17/10/22	16/01/23 at 11.30am AWST	23/01/23
2	12:00am 23/01/23 to 11:59pm 20/02/23	22/05/23 at 11.30am AWST	29/05/23
3	12:00am 01/05/23 to 11:59pm 29/05/23	30/08/23 at 11.30am AWST	06/09/23
4	12:00am 24/07/23 to 11:59pm 21/08/23	22/11/23 at 11.30am AWST	29/11/23

12. Bankwest accepts no responsibility for loss or damage to prizes in transit.
13. To the extent permitted by law, the Promoter and its related entities and their respective directors, officers, employees and agents, and Facebook/Instagram, will not be liable for any personal injury, loss or damage, whatsoever which is suffered or sustained (including, but not limited to) indirect or consequential, financial or other loss to or by an Entrant or Winner.
14. The Winner accepts the Prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from their Prize. Beneficiaries of the Prize should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
15. No correspondence will be entered into. The Promoter's decision is final.
16. Directors and employees of the Commonwealth Bank Group including their immediate families, its agencies and companies associated with this competition are ineligible to enter.
17. 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.
18. If for any reason whatsoever beyond the reasonable control of the Promoter, the promotion 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 cancel, suspend, modify, terminate or cancel the competition.

The Promoter reserves the right, at any time, in its sole discretion, to verify the validity of entries and entrants (including an Entrant's identity, age, place of residence) 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, tampered with the entry process or engaged in any unlawful or other improper misconduct 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.

19. 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, take any action that may be available including cancelling, terminating, modifying or suspending the Promotion.
20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
21. Nothing in these terms' limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the states and territories of Australia (Non-Excludable Guarantees).
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related entities (including its 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 Entrant and the Prize Recipient);
 - f. use/taking of the Prize
 - g. the Promotion.
23. All entries become the sole property of the Promoter. The Promoter collects your personal information so that it may process your entry, administer this Promotion and contact you regarding information on products or services that may be of interest to you.
24. This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter or LinkedIn.

Privacy Statement

We've collected this information to enter you in the Bankwest Ideas Lab Competition. Bankwest will not disclose this information for any other purpose. The information you give us is 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.