

Bankwest Ideas Lab App Survey Competition – WA

Terms and Conditions:

1. This Competition commences at 12:01am AWST on 14 April 2021 and closes at 11:59pm AWST on 3 May 2021 (“Promotional Period”). Taking part in this Competition constitutes acceptance of these terms and conditions.
2. Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 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”). The promotion is governed by the laws of Western Australia and each entrant agrees to submit to the non-exclusive jurisdiction of Western Australia.
3. Entry is open to Australian residents (“Eligible Entrants”) who:
 - a. Reside in Western Australia; and
 - b. Are a current member of the Ideas Lab panel on the date of the draw (‘Eligible Entrants’). To become a member of the Ideas Lab panel you must:
 - Receive an invitation from the Promoter to participate in the Bankwest Ideas Lab Panel (by way of an email, online advertising or any other media);
 - Visit the Bankwest Ideas Lab website at <https://www.bankwestideaslab.com.au> (‘Website’); and
 - Complete a qualifying survey available on the Website by answering the qualifying survey questions and submitting the completed qualifying survey (‘Qualifying Survey’);
 - Receive an email notification from the Promoter notifying the Eligible Entrant that he or she has been accepted for participation in the Bankwest Ideas Lab Panel (“Confirmation Email”); deeming he/she is an Eligible Registration (‘Eligible Registration’).
4. To enter, the Promoter will send via email the app survey to Eligible Entrants to complete. Surveys which are completed and submitted during the specified Entry Periods in clause 6, Eligible Entrants will receive one entry into the Promotion (‘Valid Entry’). Each survey may only be completed once by an Eligible Entrant.
5. There is a limit of 1 entry per person.
6. The winner (“Winner”) of the competition will be
 - a. the first validly completed entry drawn by random computerised draw by a representative from Bankwest at Bankwest Place, Level 6C, Murray Street, Perth, WA 6000 on 4 May 2021 at 11:00am WST (“Draw Date”).

7. The winner will be notified in writing within two days of the draw date. The winner details will also be announced online at bankwest.com.au on 6 May 2021.
8. The Winner must claim their Prize in the manner set out in the email informing them that they have won.
9. There is one major prize to be won of, two (2) tickets to Tina Arena at RAC Arena Prize Pool valued at \$240. The Prize is not transferable or redeemable for cash. Travel to and from the Venues and any other associated costs in accepting a Prize, is the sole responsibility of the Winners and their guest(s).
10. If any Prize remains unclaimed after 5 business days of the Draw Date, the Promoter will conduct an unclaimed prize draw in the same manner, and place as the original draw. If a new Winner does not claim the Prize within 3 business days, the process set out in clause 7 shall be applied again, and so on until each Prize has been claimed.
11. As a condition of claiming each Prize the Winners consent, or the Winners' parents(s) or guardians(s) consent, to the Promoter and the Venue of the applicable Prize 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 the Prize.
12. Bankwest accepts no responsibility for loss or damage to prizes in transit.
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 employees and immediate family members of companies associated with this competition (including the Venue of each Prize) are ineligible to enter.
15. To the extent permitted by law, the Promoter and the Venues, and each of their related entities and their respective directors, officers, employees and agents 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 Eligible Entrant or Winner.
16. Winners of the Prize accept 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.
17. 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 [insert any other eligibility criteria that may need to be validated]) 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.

18. 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.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. 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).
21. 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.
22. 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.
23. This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.

Privacy Statement

We've collected this information to enter you in the Bankwest Ideas Lab App Survey 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.