

Terms and Conditions of Entry for 'Bankwest Loyalty Research Survey' Competition

1. This competition commences at 12:00AM Australian Western Standard Time ("WST") on 10th of December 2019 and closes at 11:59PM WST on 9th January 2020 ("Promotion 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 Street, Perth WA 6000, ph. 13 17 19, is the promoter of this competition.
3. Entry is open to Australian residents ('Eligible Entrants') who are Bankwest customers aged 14 years of age and older.
4. To enter, Eligible Entrants must, during the Promotion Period, complete the following steps:
 - a. Receive an invitation from the Promoter to participate in the survey by way of email invitation;
 - b. Complete the survey including providing an answer to the question 'Tell us what you would spend \$200 on over this holiday period'.
 - c. This is a game of skill and chance plays no part in determining winners. Each valid entry will be individually judged on 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 representatives from Bankwest at Level 6, Bankwest Place, 300 Murray Street, Perth WA 6000.
5. For each Entry Survey completed, Eligible Entrants will receive one entry into the Promotion ("**Eligible Entry**"). Each Entry Survey may only be completed once.
6. The winner(s) of the competition will be selected by the Promoter at 300 Murray Street, Perth WA 6000, within 1 working day after the Promotion Period ends.

7. Winner(s) will be notified by email from Bankwest within 3 working days after the Promotion Period ends.
8. The winning entries ("Winners") will win an electronic gift card supplied by GiftPay, each in the amount of \$200.00 including GST (each a "Prize").
9. Winners are to claim their prize in the manner set out in the email informing them that they have won.
10. There are 5 prizes(s) of Giftpay Electronic Gift Cards to be won, valued at \$200 (including GST) each. Prizes are not transferable or redeemable for cash. The total prize pool value is \$1,000 (including GST).
 - a. Conditions and exclusions apply to the GiftPay electronic gift card. For full terms and conditions, visit <https://www.giftpay.com/egift/info.aspx> or email support@giftpay.com.
 - b. Winners can choose from a select range of electronic gift cards offered by GiftPay, subject to demand and availability.
11. Bankwest accepts no responsibility for loss or damage to prizes in transit.
12. No correspondence will be entered into. The Promoter's decision is final.
13. Directors and employees of the Commonwealth Bank Group including their immediate families, its agencies and companies associated with this competition are ineligible to enter.
14. To the extent permitted by law, the Promoter and its 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 Entrant or Winner.
15. 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.
16. 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.

17. 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.
18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. 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* (Cth), as well as any other implied warranties under the *ASIC Act* (Cth) or similar consumer protection laws in the states and territories of Australia (Non-Excludable Guarantees).
20. 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.
21. 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.

Privacy Statement

We have collected this information to enter you in the 'Bankwest Loyalty Research 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.