

Terms and Conditions of Entry for 'Bankwest Online Customer Feedback Study' Monthly Prize Draw ("Promotion")

1. Information about how to enter and prize details form part of these Conditions of Entry. Entry into this Promotion is deemed to be an acceptance of these Conditions of Entry.
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, phone 13 17 19, is the promoter of this Promotion ("Promoter" or "Bankwest"), authorised under NSW Permit No. LTPM/17/01863, ACT Permit No. TP 17/01007 and SA Permit No. T17/942.
3. The Promotion will be open from 12:00AM Australian Western Standard Time ("WST") on 1st June 2017 and will continue until 11:59PM WST on 31st May 2018 ("**Promotion Period**").
4. Entry is open to Australian residents, 18 years of age and older, who are Bankwest customers other than directors, employees or contractors of the Promoter and other agencies, firms or companies associated with the Promotion or Promoter (including suppliers of prizes), and their immediate families ("**Eligible Entrants**").
5. To register for the Promotion, Eligible Entrants must, during the Promotion Period, complete the following steps:
 - a. Receive an invitation from the Promoter to participate in the Bankwest Online Customer Feedback Study by way of email invitation;
 - b. Click on the bespoke email survey link contained within the email and visit the Medallia hosted website ("**Website**"); and
 - c. Complete the qualifying survey available on the Website by accurately answering the survey questions and submitting the completed survey.
6. For each Entry Survey completed, Eligible Entrants will receive one entry into the Promotion ("**Eligible Entry**"). Each Entry Survey may only be completed once.

MONTHLY PRIZES

7. Computerised random draws for monthly prizes ("**Monthly Draws**") will take place at the times and dates set out in clause 9 at 300 Murray Street, Perth WA 6000 ("**Draw Location**"), from all entries received during the relevant **Entry Period** shown in clause 9. All Monthly Draws will be conducted by a representative of the Promoter.
8. The Eligible Entrants with the first four (4) valid Eligible Entries drawn in each Monthly Draw ("**Winners**") will win an electronic gift card supplied by GiftPay, each in the amount of \$200.00 including GST (each a "Monthly Prize"). Total Prize pool per month of \$800.00 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.
 - c. If the Winner(s) opt for physical gift cards to be mailed to them, the range of gift cards available will be at the sole discretion of the Promoter.

d. The Prize is non-transferable and is not redeemable for cash.

9. Monthly Prize draw details are as follows (all times given are WST unless otherwise specified):

Prize draw	Entry Period	Draw date and time	Notification date
1	12:00am 01/06/17 to 11:59pm 30/06/17	03/07/17 at 11.30am WST	05/07/17
2	12:00am 01/07/17 to 11:59pm 31/07/17	01/08/17 at 11.30am WST	03/08/17
3	12:00am 01/08/17 to 11:59pm 31/08/17	01/09/17 at 11.30am WST	05/09/17
4	12:00am 01/09/17 to 11:59pm 30/09/17	02/10/17 at 11.30am WST	04/10/17
5	12:00am 01/10/17 to 11:59pm 31/10/17	01/11/17 at 11.30am WST	03/11/17
6	12:00am 01/11/17 to 11:59pm 30/11/17	01/12/17 at 11.30am WST	05/12/17
7	12:00am 01/12/17 to 11:59pm 31/12/17	02/01/18 at 11.30am WST	04/01/18
8	12:00am 01/01/18 to 11:59pm 31/01/18	01/02/18 at 11.30am WST	05/02/18
9	12:00am 01/02/18 to 11:59pm 28/02/18	01/03/18 at 11.30am WST	06/03/18
10	12:00am 01/03/18 to 11:59pm 31/03/18	03/04/18 at 11.30am WST	05/04/18
11	12:00am 01/04/18 to 11:59pm 30/04/18	01/05/18 at 11.30am WST	03/05/18
12	12:00am 01/05/18 to 11:59pm 31/05/18	01/06/18 at 11.30am WST	06/06/18

10. Monthly Prize Winners will receive an official congratulatory email from Bankwest within 2 working days of the Draw Date. The congratulatory email provides instructions on how to collect and claim the Prize.

- a. To claim the prize, each Monthly Prize Winner must verify themselves by responding to the congratulatory email or through an alternative method recognised and agreed upon by the Promoter.
- b. Winner(s) will be sent a link to the electronic gift card, to same email address unless otherwise specified in the reply email or through the agreed alternative method in clause 10a.
- c. Alternatively, Winner(s) can opt for physical gift cards to be posted to them. Physical gift cards will be posted to the nominated address as specified in the reply email or through the agreed alternative method in clause 10a.
- d. The Winners' details will be published online at www.bankwest.com.au, two working days after the Draw date (refer to Notification Dates in clause 9).
- e. Bankwest accepts no responsibility for loss or damage to Prizes in transit.



11. If any Prize remains unclaimed after 3 months of the draw, the Promoter will conduct an unclaimed prize draw in the same manner and place as the original draw, subject to any relevant regulations and directions from state authorities.
 - a. All winning entries from the original draw will be removed from the unclaimed prize draw.
12. The total Prize pool value is \$9,600 (including GST).
13. The Prize is not transferable or exchangeable. All other costs associated with the Prize, are the responsibility of the Winner.
14. The Promoter shall not be liable for any Prize that may be lost, stolen, forged, damaged or tampered with in any way before it reaches the Winner.
15. The Promoter accepts no responsibility for any variation in the value of a Prize.
16. If the Promoter is unable to provide a Winner with the nominated Prize, the Promoter reserves the right to supply an alternative prize of equal or greater monetary value to the nominated Prize, subject to any written directions given by State or Territory gaming departments.
17. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter. No responsibility will be taken for lost, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
18. If, for any reason, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to take any action that may be available, subject to State and Territory regulations.
19. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.
20. Incomplete, illegible or incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these terms and conditions of entry. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
22. The Promoter reserves the right to request the Winners to produce appropriate photo identification or other documentation (to the Promoter's satisfaction) in order to confirm

their identity, age, eligibility to enter and claim a Prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the winning entrant has not been verified or validated to the Promoter's satisfaction within the time requested, that Winner's entry will become invalid. The Prizes will only be awarded following any Winner validation and verification that the Promoter requires in its sole discretion.

23. By entering into the Promotion, the entrant agrees and acknowledges that:
- a. they may be contacted by the Promoter to provide comments about the Promotion and the Promoter (or an agent of the Promoter) may take photos of them;
 - b. the Promoter may use such comments or photos (the "**Materials**") for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
 - c. the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
 - d. they grant to the Promoter on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose;
 - e. they unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("**Moral Rights**");
 - f. they waive all Moral Rights in the Materials that arise outside Australia; and
 - g. they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.
24. To the extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever (including but not limited to direct or indirect loss) or personal injury suffered or sustained in connection with this Promotion.
25. The Promoter accepts no responsibility for any tax implications that may arise from winning the Prize. Winners should seek advice from the Australian Tax Office or their own taxation advisor or independent financial adviser before accepting the Prize.

Privacy Statement

We have collected this information to enter you in the 'Bankwest Online Customer Feedback Study' monthly prize draw Promotion entered online via completion of an online survey invitation emailed to the eligible entrant. 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 the purposes of fulfilling this Promotion. You can access the personal information about you held by Bankwest by calling 13 17 19.