

# Terms & Conditions: Bankwest Stadium Every Event Competition

## Terms and Conditions

1. The Bankwest Stadium Every Event Competition (“Competition”) commences at 12.01am AEST on Sunday 24 March 2019 and closes at 11.59 pm AEST on Monday 15 April 2019 (“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”).
3. Entry is open to Australian residents (‘Eligible Entrants’) who:
  - a. Are aged over 18, or have parent(s) or guardian(s) permission to enter.
  - b. Are a resident of New South Wales.
  - c. Complete the online registration form at [bankwest.com.au/bankwest-stadium](http://bankwest.com.au/bankwest-stadium)
  - d. Accept the Terms and Conditions & Privacy Policy on the registration page.
4. To enter the Competition, Eligible Entrants must tell us in 25 words or less “who they are most excited to see at the new Bankwest Stadium and why” during the Promotional Period (‘Entry Requirements’).
5. There is a limit of one entry per person. Entrants who complete the entry form more than once will be ineligible.
6. The winner will be determined by a panel of representatives from Bankwest on 17 April 2019 at 1:00pm AEST (‘Draw Date’) at Bankwest, Level 3D, 300 Murray Street, Perth, WA 6000. Entries will be judged based on creativity.
7. The winner will be notified on their contact number and in writing within two days of the judging date.

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 (1) major prize to be won, consisting of:
  - Two (2) tickets to Bankwest Stadium for two (2) people for 12 months, 22 April 2019 to 21 April 2020. The price is not transferable or redeemable for cash. The total prize value is \$4,000 incl GST ("Prize A"). Travel to and from the event, and any other associated costs in accepting a Prize, is the sole responsibility of the Winner and their guest(s). For the purposes of clarification, where an artist performs more than one show the prize winner will be eligible for a double pass to one show only, and cannot receive a double pass to each individual performance.
10. If any Prize remains unclaimed after 2 days of Prize Judging Date, the Promoter will conduct an unclaimed prize draw in the same manner, and place as the original draw on 19 April 2019 at 7:00pm AEST.
11. As a condition of claiming the Prize each Winner consents, or the Winner'(s) parent(s) or guardian(s) consent, to the Promoter 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 this Competition (including any outcome), the Promoter and or products/services supplied by the Promoter.
12. The Promoter will use its best endeavours to provide the Prizes listed. Although Prizes are subject to change at the Promoter's discretion. If the Prizes are unavailable for whatever reason, the Promoter reserves the right to substitute that Prize or item for a prize or item of an equivalent value subject to any written directions given under applicable trade promotion laws and regulations.
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. 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.

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 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.