

Bankwest Work Perks “Marvel Universe Live 2020” @ RAC Arena Competition – Terms & Conditions

To enter:

Entry to this competition is by completing the online entry form at <http://www.bankwest.com.au/work-perks-win>.

Terms and Conditions:

1. This competition commences at 10am WST the 14th of February 2020 and closes at 5.00 pm WST on 3rd of April 2020. ('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, ph. 13 17 19, is the promoter of this competition. The promotion governed by the laws of Western Australia and each entrant agrees to submit to the non-exclusive jurisdiction of Western Australia.
3. To be eligible for entry (“Entrant”) in the Competition you must (“Eligibility Criteria”):
 - a. Be aged over 18 or have parent(s) or guardian(s) permission to enter.
 - b. Resident of Western Australia
4. To enter, entrants must complete the competition entry form at <http://www.bankwest.com.au/work-perks-win> during the Promotional Period (“Entry Requirement”).
5. There is a limit of one (1) entry per person.

6. There are four (4) prizes to be won consisting of:
 - a. Two (2) double passes to see Marvel Universe Live 2020 (Event "B") on 25th of April 2020 valued \$79.00 per person, and two (2) parking vouchers (1 parking voucher per double pass) to RAC Arena on event date valued at \$30 ("Prize"). Total prize pool is valued at \$376.00. The Prizes are not transferable or redeemable for cash.

The winning entries ("Winners") of the competition will be drawn by random hand selection by a representative of Bankwest, 6th of April at 12pm WST at Bankwest Place, 300 Murray Street, Perth WA 6000 ("Draw Date").

7. Valid entries are entries that satisfy the Eligibility Criteria and Entrant Requirements.
8. The winners will be notified via their contact number and email address as indicated on their entry form by 5pm on the date of the draw specified in clause 7.
9. Winner(s) claim their prize in the manner set out in the email informing them that they have won.
10. If the winner(s) selected are not able to be contacted within two (2) business days of the draw date, the Prize will be forfeited, and another winner will be selected by a Bankwest representative in the same place and manner clause 7.
11. 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.
12. Prizes are not transferable or exchangeable and cannot be taken as cash. The winners accept the Prize 'as is' and acknowledge that Bankwest accepts no responsibility for any tax implications that may arise from the prize winnings. The winner should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.

13. No correspondence will be entered into. The Promoter's decision is final.
14. 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.
15. Bankwest accepts no responsibility for loss or damage to prizes in transit.
16. Directors and employees of Bankwest including their immediate families, its agencies and companies associated with this competition are ineligible to enter.
17. The Promoter will use its best endeavors 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 this competition 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 Competition, the Promoter may take any action that may be available including cancelling, terminating, modifying or suspending the Competition.
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. 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.
22. The promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity and age) and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry that is not in accordance with these Terms and Conditions, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. Failure by the promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
23. 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.

Privacy statement

We've collected this information to enter you in the Bankwest Work Perks – Marvel Live Universe Competition entered via this form and, if you ticked the box, to provide you with further information about Bankwest home loans, day to day banking, credit cards, savings, personal loans, car loans and/or insurance. 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.