

# Terms and Conditions - Bankwest Boomers v Canada Money Can't Buy Experience

## Terms and Conditions

1. The Bankwest Boomers v Canada Money Can't Buy Competition ("Competition") commences at 12.01am WST on 19 June 2019 and closes at 11.59 pm WST on 30 June 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 12 AFSL / Australian credit licence 234945, Bankwest Place, 300 Murray St, Perth WA 6000, phone 13 17 19 is the promoter of this Competition ("Bankwest").
3. Entry is open to Western Australian residents ('Eligible Entrants') who:
  - a. Are aged over 18; or have parent(s) or guardian(s) permission to enter.
  - b. Complete the online registration form at <http://www.bankwest.com.au/about-us/rac-arena-partnership>.
4. To enter the Competition, Eligible Entrants must complete the following steps during the Promotional Period ('Entry Requirements'):
  - i. Visit the website link ('Website') provided by Bankwest <http://www.bankwest.com.au/about-us/rac-arena-partnership>
  - ii. Complete the online registration form available on the website, and follow the prompts to fill in your personal details and submit your entry
  - iii. Accept these Terms and Conditions by clicking the check box at registration; and
  - iv. Accept the [Bankwest privacy policy](#)
5. There is a limit of one entry per person. Entrants who fill out the form more than once will be disqualified.

6. Bankwest Customers that check the box confirming they are a customer at registration will be awarded one (1) additional entry (two entries in total) into the competition by Bankwest prior to the draw. The personal details provided on the entry form must match the personal details held by Bankwest in order for the additional entry to be awarded.
7. The winner of the competition will be the first validly completed entry drawn by random computerised draw by a representative from Bankwest at Level 3D, 300 Murray Street, Perth, WA 6000 on 2 July 2019 at 11:00am WST ('Draw Date').
8. The winner will be notified by phone and/or email on 3 July 2019.
9. The winner must claim their Prize in the manner set out in the email informing them that they have won.
10. There is one (1) major prizes to be won, consisting of:
  - i. Pass the playing ball to the Australian and Canadian teams on court at RAC Arena on 17 August 2019
  - ii. Two (2) A-reserve tickets to the Australian Boomers v Canada Basketball at RAC Arena on 17 August 2019
  - iii. Match game ball and two (2) fan singlets

Total prize pool valued at \$539.80

Prize is not transferable or redeemable for cash. 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).

11. If any Prize remains unclaimed after 5 business days of Prize Draw Date, the Promoter will conduct an unclaimed prize draw in the same manner, and place as the original draw. If the new Winner does not claim the Prize within 3 days, the process set out in clause 11 shall be applied again, and so on until the Prize has been claimed.
12. As a condition of claiming the Prize each Winner consents, or the Winner'(s) parents(s) or guardians(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 and outcome), the Promoter and or products/services supplied by the Promoter. In accepting and using the prize the winner agrees to the RAC Arena Conditions of Entry.

13. Bankwest accepts no responsibility for loss or damage to prizes in transit.
14. No correspondence will be entered into. The Promoter's decision is final.
15. Directors and employees of the Commonwealth Bank Group including their immediate families, its agencies and companies associated with this competition are ineligible to enter.
16. 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.
17. The winner 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.
18. 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.
19. 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.

20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
21. 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).
22. 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.
23. 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 Competition entered online via Bankwest.com.au. 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.