

## Bankwest Cirque Du Soleil Toruk - The First Flight Competition

### Terms and Conditions:

1. The Bankwest Cirque Du Soleil Toruk – The First Flight Competition ('Competition') commences at 12.01 am WST on 2 August 2017 and closes at 11.59 pm WST on 16 August 2017 ('Promotional Period'). Taking part in this Competition constitutes acceptance of these terms and conditions.
2. The promoter of the Competition is Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL / Australian credit license 234945, Bankwest Place, 300 Murray St, Perth WA 6000, ph. 13 17 19 ('Bankwest' or 'Promoter').
3. To be eligible for entry ('Eligible Entrants') into the Competition you must satisfy the following eligibility criteria ('Eligibility Criteria'):
  - 3.1 Be a Bankwest customer
  - 3.2 Reside in WA
  - 3.3 Complete the online registration form at [bankwest.com.au/pertharena](http://bankwest.com.au/pertharena)
  - 3.4 Accept these Terms & Conditions by ticking the box at registration
  - 3.5 Accept the Bankwest privacy policy (available at [www.bankwest.com.au](http://www.bankwest.com.au))
4. Directors and employees of the Commonwealth Bank Group (including Bankwest) including their immediate families, its agencies and companies associated with this Competition are ineligible to enter.
5. The total prize pool is valued at \$1409.40 consisting of three (3) prizes to be won as follows:

Prize	Quantity	Prize
Cirque Du Soleil tickets	3	<ul style="list-style-type: none"><li>• Double pass to Cirque Du Soleil Toruk – The First Flight during the event period at Perth Arena 200 Wellington St, Perth WA 6000 ('Event'), valued at \$199.90 per ticket</li><li>• Food and beverage voucher to be used inside Perth Arena, valued at \$50</li><li>• Parking bay pass at Perth Arena, valued at \$20 per pass</li><li>• Access to the exclusive Backstage with Bankwest lounge prior to show commencement</li></ul> <p>Prize maximum retail value \$469.80 each Total maximum value of Prize is \$469.80</p>

6. To register for the Competition, Eligible Entrants must complete the following steps during the Promotional Period ('Entry Requirements'):
  - 6.1 Satisfy the Eligibility Criteria
  - 6.2 Visit the website link ('Website') provided in the email invitation from the Promoter, online advertising or other media
  - 6.3 Complete the online registration form available on the Website and follow the prompts to fill in your personal details and submit your entry
7. To be eligible to win the Prize, you must satisfy the Entry Requirements outlined in clause 6 ('Eligible Entries'), and complete the online survey at [bankwest.com.au/pertharena](http://bankwest.com.au/pertharena).
8. There is a limit of 1 entry per person.
9. There will be three (3) winners ('Winners'). Winners of the Prize will be drawn by random hand selection from all Eligible Entries on 22 August 2017 at 12.00pm WST ('Draw Date') at Bankwest, L12 300 Murray St Perth WA 6000.
10. Winners will be notified on their contact number and in writing within two (2) days of the Prize Draw Date.
11. The Winners must claim their Prize in the manner set out in the email informing them that they have won. 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.
12. Minors are able to attend the event, under the supervision of an adult. All Prize Winners and their guests must carry valid photo identification with them at all times during the Event. If alcohol is made available as part of the Prize at the Event, then this will be provided subject to the principles of responsible service of alcohol as exercised by the staff and management of the premises at which the Event takes place. The premises staff and management reserve the right to refuse service of alcohol to any Prize Winner or their accompanying guest should they be deemed to be intoxicated.
13. In accepting the Prize, Winners agree to be contacted regarding marketing research about the Prize.
14. If any Prize remains unclaimed after 7 days of Prize Judging Date, the Promoter will conduct an unclaimed prize draw in the same manner, and place as the original draw on 30 August 2017.
15. Bankwest and associated agencies accept no responsibility for loss, damage, accident, death or injury resulting from the Competition.
16. 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.
17. No correspondence will be entered into. The Promoter's decision is final.
  18. This Competition adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at:  
[https://www.facebook.com/page\\_guidelines.php](https://www.facebook.com/page_guidelines.php)
  19. The Promoter may communicate or advertise this Competition using Facebook. The Competition however, is in no way sponsored, endorsed or administered by, or associated with, Facebook. Each Entrant completely releases Facebook from any and all liability.
  20. Each Entrant consents to Bankwest contacting them, in accordance with these Terms and Conditions, via their details submitted on their online registration form on the Website.
  21. Entry into the Competition and acceptance of the Terms and Conditions allows Bankwest permission to contact Entrants about Bankwest future promotions and marketing, unless they have advised otherwise.
  22. Each Entrant consents to Bankwest 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), Bankwest and or products/services supplied by Bankwest.
  23. The Promoter will use its best endeavours to provide the Prize stated. If the Prizes or any element thereof 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.
  24. If for any reason whatsoever beyond the reasonable control of the Promoter, the Competition is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) subject to any written directions from a regulatory authority, to cancel, suspend, modify, terminate or cancel the Competition.
  25. Bankwest reserves the right to verify the validity of entries and Entrants (including an Entrant's identity and postcode) 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. Bankwest's right to recover damages or other compensation from such an offender are reserved. Failure by Bankwest to enforce any of its rights does not constitute a waiver.

26. Except for any implied condition or warranty the exclusion of which from these conditions of entry would contravene any statute or cause any part of these conditions of entry to be void ("Non Excludable Condition"), the Promoter excludes from these conditions of entry all conditions, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, the Promoter (including its officer, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation, the following: (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 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 Conditions of Entry; (e) any tax implications; (f) the cancellation or postponement of any Event; and/or (g) a Prize or use of a Prize.
27. These terms of Competition shall be governed by the laws of Western Australia and each Entrant agrees to submit to the non-exclusive jurisdiction of Western Australia.

**Privacy statement**

We've collected this information to enter you in the Bankwest Cirque Du Soleil Competition entered via completing an online registration form. The information you give us will be held confidentially and not passed on to any third parties except for our related bodies corporate, agents and contractors for the purpose which the Entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes. You can access the personal information about you held by Bankwest by calling 13 17 19.