

# Terms and Conditions: Disney on Ice Instagram Competition

## To enter

To be in the running to win one (1) of two (2) double passes to Disney on Ice concert at RAC Arena on 1 June 2019 simply comment on the nominated Instagram post telling us the name of the event depicted.

## Terms and Conditions

1. The Bankwest Disney on Ice Instagram Competition (“Competition”) commences at 9am WST on 30 April 2019 and closes at 10am WST on 9 May 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 license 234945, Bankwest Place, 300 Murray St, Perth WA 6000, phone 13 17 19 is the promoter of this Competition (“Bankwest”).
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. Be a resident of Western Australia.
4. To enter, Entrants must follow the Bankwest Instagram page and comment on the nominated Instagram post with their answer to the name of the event depicted in the image during the Promotional Period (“Entry Requirements”).
5. There is a limit of one (1) entry per person. Entrants who post an answer more than once will be ineligible.
6. Valid Entries are entries that satisfy the Entry Requirements and are in line with the [Bankwest Social Media house rules](#).
7. There are two (2) prizes to be won, each consisting of 1 double pass to the Disney on Ice concert at RAC Arena on 1 June 2019 at 5:30pm WST, valued

at \$66 per person and one (1) parking pass valued at \$30 ("Prize"). Total prize pool value is \$162.

8. Directors and employees of the Commonwealth Bank Group (and associated entities) including their immediate families, its agencies and companies associated with this Competition are ineligible to enter the Competition.
9. The winning entries ("Winners") of the competition will be:
10. The first two (2) correct answers drawn by random hand selection by a representative from Bankwest at 300 Murray Street, Perth, WA 6000 on the 9th of May 2019 at 11.00am WST ('Draw Date').
11. Confirmed as a follower of the Bankwest Instagram page. If a selected entry is not a follower of the Bankwest Instagram page then the Prize will be forfeited and another winner will be selected.
12. The Winners will be notified in writing on the Bankwest Instagram page by a response to their post on 9 May 2019 by 11:00am WST. Winners will then be required to privately message their contact phone number to the Bankwest Instagram page, so that they may be identified and to claim their Prize. Prizes will then be made available as an e-ticket via email.
13. The Promoter accepts no responsibility for loss or damage to any of the prizes whilst in transit.
14. If a Winner selected is not able to be contacted by 9:00am WST on 10 May 2019, their Prize will be forfeited and another winner will be selected by a Bankwest representative in the same place and manner as clause 9 on 10 May 2019 at 10:00am WST.
15. Prizes are not transferable or exchangeable and cannot be taken as cash. The Winners accept the Prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from the prize. Winners should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
16. 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 and 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.

17. 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 for 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.
18. 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.
19. 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.
20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
21. The Promoter's decision is final, and no correspondence will be entered into.
22. This Competition adheres to the terms and conditions set out in the [Instagram Promotion Guidelines](#).
23. Each Entrant, or their parent(s) or guardian(s), consent to the Promoter contacting them via Instagram and/or Instagram Private Messenger.
24. The Entrant acknowledges that by entering this Competition they are providing information to the Promoter and not to Instagram.
25. This Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram.

26. 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.
27. 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).
28. 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) and Instagram, 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.
29. These terms and conditions 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 your information to enter you in the Disney on Ice Instagram Competition. Bankwest will not disclose this information for any other purpose. Your personal information will be 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. Our Privacy Policy also contains information about how you can access or seek the correction of personal information that we hold about you and how you can make complaints and our methods for dealing with them.