

# Terms and Conditions: Elton John Bankwest Stadium Facebook Competition

## To enter

To be in the running to win one of five (5) double passes to Elton John at Bankwest Stadium on March 7, 2020, simply name the artist depicted in the image on the nominated Facebook post on the Bankwest Facebook page.

## Terms and Conditions

1. This competition commences at 12:01am AEDT on 19 February 2020 and closes at 11:59pm AEDT on 29 February 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, phone 13 17 19, is the promoter of this Competition ("Promoter" or "Bankwest") authorised under NSW TPL number LTPS/20/42275.
3. Entry is open to Australian residents ("Eligible Entrants") who:
  - a. Reside in New South Wales; and
  - b. Are aged over 18 years.
4. To enter the competition, Eligible Entrants must, during the Promotional Period, comment on the nominated Facebook post on the Bankwest Facebook page with the name of the artist depicted in the image. Valid entries are entries which comply with the Bankwest [Social Media house rules](#).
5. There is a limit of one (1) entry per Eligible Entrant. Entrants who comment on the Facebook post more than once will be disqualified.
6. The winners of the competition will be the first five validly completed entries drawn by random computerised draw at Bankwest at Level 3, Murray Street, Perth, WA 6000 on 2 March 2020 at 1:00pm AEDT ('Draw Date').
7. The winners will be notified in writing on the Bankwest Facebook page with a response to their post on 2 March 2020. Winners will then be required to privately message their contact phone number and email address to the Bankwest Facebook

page, so that they may be contacted by Bankwest in order to claim their prize. Prizes will then be made available as an e-ticket via email.

8. There are five (5) major prizes to be won, with a total Prize Pool valued at \$2,490 consisting of: two (2) tickets to the Elton John concert on 7 March 2020 at Bankwest Stadium valued at \$249 per ticket ("Prize").
9. The winners must claim their Prize in the manner set out in the private message informing them that they have won.
10. Prizes are not transferable or redeemable for cash.
11. Travel to and from the event and any other associated costs in accepting a Prize, is the sole responsibility of the winners and their guest(s).
12. If any Prize remains unclaimed after 2 business days of Prize Draw Date, the Promoter will conduct an unclaimed prize draw in the same manner, and place as the original draw, subject to any directions from the Office of Liquor, Gaming and Racing (NSW). If the new winner/s do not claim the Prize within 3 business days, the process set out in clause 6 shall be applied again, and so on until the Prizes have been claimed.
13. As a condition of claiming the Prize, the winners 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 the Prize.
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 Eligible Entrant or winner/s.
17. Winners of the prizes 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 Eligible Entrants (including an Eligible Entrant's identity, age, place of residence) and reserves the right, in its sole discretion, to disqualify any Eligible 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 competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved
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, subject to the approval of all relevant regulatory authorities, 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. 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).
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 competition.

## Privacy Statement

We've collected this information to enter you in the Bankwest Stadium Elton John Competition. 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.