

# Bankwest Customer Experience Survey Prize Draw (“Promotion”)

## Terms and Conditions of Entry

1. This competition commences at 12:00AM Australian Western Standard Time (“WST”) on 1st June 2020 and closes at 11:59PM WST on 31st May 2021 (“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 Street, Perth WA 6000, ph. 13 17 19, is the promoter of this competition, authorised under NSW Permit LTPM/20/05529, ACT Permit ACT TP 20/00607 and SA Permit T20/522.
3. Entry is open to Australian residents (‘Eligible Entrants’) who are Bankwest customers aged 14 years of age and older.
4. To enter, Eligible Entrants must, during the Promotion Period, complete the following steps:
  - a. Receive an invitation from the Promoter to participate in the Customer Experience survey by way of email invitation;
  - b. Click on the bespoke online survey link contained within the email and;
  - c. Complete the survey by answering the survey questions and submitting the completed survey.
5. For each Entry Survey completed, Eligible Entrants will receive one entry into the Promotion (“Eligible Entry”). Each Entry Survey may only be completed once.
6. The winner(s) of the competition will be:
  - a. Selected by Computerised random draw at 300 Murray Street, Perth WA 6000, at the times and dates set out in clause 8 from all entries received during the relevant Entry Period shown in clause 8.

7. The first eight (8) valid Eligible Entries drawn in each Monthly Draw ("Winners") will win an electronic gift card supplied by GiftPay, each in the amount of \$100 including GST (each a "Monthly Prize"). Total Prize pool per month of \$800 including GST.
8. Monthly Prize Draw Schedule are as follows (all times are WST unless otherwise specified):

Month	Entry Period	Draw date and time	Notification date
1	12:00am 01/06/20 to 11:59pm 30/06/20	01/07/20 at 11.30am WST	03/07/20
2	12:00am 01/07/20 to 11:59pm 31/07/20	03/08/20 at 11.30am WST	05/08/20
3	12:00am 01/08/20 to 11:59pm 31/08/20	01/09/20 at 11.30am WST	03/09/20
4	12:00am 01/09/20 to 11:59pm 30/09/20	01/10/20 at 11.30am WST	05/10/20
5	12:00am 01/10/20 to 11:59pm 31/10/20	02/11/20 at 11.30am WST	04/11/20
6	12:00am 01/11/20 to 11:59pm 30/11/20	01/12/20 at 11.30am WST	03/12/20
7	12:00am 01/12/20 to 11:59pm 31/12/20	04/01/21 at 11.30am WST	06/01/21
8	12:00am 01/01/21 to 11:59pm 31/01/21	01/02/21 at 11.30am WST	03/02/21
9	12:00am 01/02/21 to 11:59pm 28/02/21	02/03/21 at 11.30am WST	04/03/21
10	12:00am 01/03/21 to 11:59pm 31/03/21	01/04/21 at 11.30am WST	05/04/21
11	12:00am 01/04/21 to 11:59pm 30/04/21	03/05/21 at 11.30am WST	05/05/21

Month	Entry Period	Draw date and time	Notification date
12	12:00am 01/05/21 to 11:59pm 31/05/21	02/06/21 at 11.30am WST	04/06/21

9. The Monthly Prize Winners will be notified by email from Bankwest 2 working days after the Draw Date.
10. Winners are to claim their prize in the manner set out in the email informing them that they have won.
11. There are 96 prizes(s) of Giftpay Electronic Gift Cards to be won, valued at \$100 (including GST) each. Prizes are not transferable or redeemable for cash. The total prize pool value is \$9,600 (including GST).
  - a. Conditions and exclusions apply to the GiftPay electronic gift card. For full terms and conditions, visit <https://www.giftpay.com/gift/info.aspx> or email [support@giftpay.com](mailto:support@giftpay.com).
  - b. Winners can choose from a select range of electronic gift cards offered by GiftPay, subject to demand and availability.
12. If any Prize remains unclaimed after 3 months of the draw, 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) or given under the Lottery and Gaming Regulations 2008 (SA).

The Prize Redraw Schedule is as follow (all times given are WST unless otherwise specified):

Month	Entry Period	Redraw Date & Time	Redraw Notification Date
1	12:00am 01/06/20 to 11:59pm 30/06/20	01/10/20 at 11.30am WST	05/10/20
2	12:00am 01/07/20 to 11:59pm 31/07/20	02/11/20 at 11.30am WST	04/11/20

Month	Entry Period	Redraw Date & Time	Redraw Notification Date
3	12:00am 01/08/20 to 11:59pm 31/08/20	01/12/20 at 11.30am WST	03/12/20
4	12:00am 01/09/20 to 11:59pm 30/09/20	04/01/21 at 11.30am WST	06/01/21
5	12:00am 01/10/20 to 11:59pm 31/10/20	01/02/21 at 11.30am WST	03/02/21
6	12:00am 01/11/20 to 11:59pm 30/11/20	02/03/21 at 11.30am WST	04/03/21
7	12:00am 01/12/20 to 11:59pm 31/12/20	01/04/21 at 11.30am WST	05/04/21
8	12:00am 01/01/21 to 11:59pm 31/01/21	03/05/21 at 11.30am WST	05/05/21
9	12:00am 01/02/21 to 11:59pm 28/02/21	02/06/21 at 11.30am WST	04/06/21
10	12:00am 01/03/21 to 11:59pm 31/03/21	01/07/21 at 11.30am WST	05/07/21
11	12:00am 01/04/21 to 11:59pm 30/04/21	02/08/21 at 11.30am WST	04/08/21
12	12:00am 01/05/21 to 11:59pm 31/05/21	01/09/21 at 11.30am WST	03/09/21

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. 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.

16. Winners 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.
17. 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.
18. 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.
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 (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).
21. 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.

22. 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 'Bankwest Customer Experience Survey' monthly prize draw Promotion entered online via completion of an online survey invitation emailed to the eligible entrant. 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.