

## **The Bankwest Hong Kong Getaway Prize Promotion Retail**

### Terms and Conditions

1. The Bankwest Hong Kong Getaway Prize Promotion ("Promotion") will commence at 00:01am WST on Monday 5 March 2018 and conclude at 11:59pm WST Sunday 15 April 2018 ("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, Murray St, Perth WA 6000, phone 13 17 19 is the promoter of this Competition ("Bankwest") authorised under NSW LTPS/18/22135 and ACT TP 18/00340.
3. To be eligible for entry ("Entrant") into the Promotion you must ("Eligibility Criteria"):
  - a. Be a Bankwest retail customer;
  - b. Hold a Bankwest Debit Mastercard® and/or Bankwest Credit Mastercard® ("Account") that is not in arrears at the time of the prize draw. The Account must remain open until after the prize has been awarded;
  - c. Be 18 years of age or over;
  - d. Be a resident of WA, NSW, VIC, QLD, TAS or ACT; and
  - e. Accept the Bankwest privacy policy (available at [www.bankwest.com.au](http://www.bankwest.com.au))
4. Employees and agents, and their immediate family, of the Commonwealth Bank Group (including Bankwest) and Mastercard and their associated agencies and entities are not eligible to enter the Promotion.
5. To enter this Promotion you must meet the following Entry Requirements ("Entry Requirements"):
  - a. Satisfy the Eligibility Criteria;
  - b. Register for the Promotion by clicking 'Enter now' button in the email sent directly to the customer. Clicking on this button registers the customers' acceptance of the competition terms & conditions.
  - c. Have at least one (1) eligible purchase made with your Bankwest Credit or Debit Mastercard at an eligible merchant within the competition period. Eligible purchases must be \$5.00 or greater, and include the following Merchant categories, as defined to Bankwest by Mastercard: Telecom (4814), Cable & Pay TV (4899), Utilities (4900), Insurance (6300), Gym Memberships (7997) and Charitable Organisations (8398). Transaction date will be based on the date the transaction was made as provided to Bankwest by Mastercard.
  - d. The Transaction date will be based on the date the transaction was made as provided to Bankwest by Mastercard, and will need to be completely authorised on or before 11.59pm WST Sunday 15 April 2018. Eligible purchases made within the competition period which are not authorised by 11.59pm WST Sunday 15 April 2018 will not be eligible for entry in this competition.
6. Entries are valid per email address. If you and another party have a joint card i.e. additional card holder and share an email for this card only the primary card holder will be recognised as a valid entrant.
7. Eligible Purchases ("Eligible Purchases") excludes the following transaction types:
  - a. Balance transfers;
  - b. Cash advances;

- c. Fees and charges (including government fees and charges);
  - d. Interest charges;
  - e. Transactions which are disputed or fraudulent, payments and purchases which are refunded or reimbursed;
  - f. Purchases made for gaming or gambling transactions; and
  - g. Business-related purchases (as determined by Bankwest).
8. One competition entry will be earned for each eligible purchase made with your Bankwest Credit or Debit Mastercard at an eligible merchant within the competition period. Eligible purchases are described at clause 5(c) of these terms and conditions. There is no limit to the amount of entries. Total number will be identified during the campaign period, after which an entry will be created for each eligible purchase. All entries will then be combined to be used for our random draw.
9. Winners will be selected by random computerised draw which will take place at Bankwest, Level 12D, 300 Murray Street, Perth, WA 6000 on Monday 30 April 2018 at 11:00am WST. The first valid entry drawn will win the Major Prize ('Major Prize Winner'). After the Major Prize Winner has been determined, the next 15 valid entries drawn at random from the remaining entries will each win a Runner Up Prize ('Runner Up Prize Winners').
10. There is one (1) major prize to be won ("Prize"), consisting of:
- i. Two (2) return economy airline tickets from the winner's nearest capital city to Hong Kong. The winner must be available to depart by 30 November 2018.
  - ii. 4 nights, 5 days accommodation in a 4 star hotel, room for two (2) people, including daily breakfast. Subject to availability on selected travel dates.
  - iii. Private car transfers to and from the Airport to accommodation in Hong Kong.
  - iv. Priceless Experiences for two (2), possible experiences include Skip the line Victoria Peak Tram, Fine Dining Michelin Star Spring Moon, Pink Dolphin Watching tour on Luxury Boat (3 hours), Food walking tour Kowloon or Hong Kong Island (Food tour from 1pm, walking tour only) and Hong Kong Disneyland tickets. The Priceless Experiences listed above are subject to availability at time of booking and must fit into the value of Prize. Bankwest as the promoter, has the right to replace experiences with others as they see fit.
  - v. \$1,000 Australian dollars spending money.
  - vi. Total value of Prize is up to \$10,200.
11. There are fifteen (15) runner up prizes to be won ("Runner Up Prize/s"), with a total value of \$1,500.00. Each Runner Up Prize consists of:
- A digital gift voucher supplied via Gift Pay valued at \$100.00.
12. The total Prize pool value is up to \$11,700. Total cost may differ depending on winners selected travel dates.
13. Bankwest will inform the Winner(s) that they have won the Promotion by phone and/or email on Wednesday 2 May 2018. The Winner's details will be announced online at [www.bankwest.com.au/terms-conditions/promotional-terms-conditions](http://www.bankwest.com.au/terms-conditions/promotional-terms-conditions) and in The Australian newspaper on or before Friday 11 May 2018.
14. The spending money outlined in clause 10(v) will be deposited to the Major Prize Winners' Account within 12 business days of acceptance/acknowledgment. The Prize amount will only be deposited to the Bankwest Debit Mastercard Card or Bankwest Credit Mastercard used by the winner(s) to make the eligible purchases.
15. The Winner and their travelling companion must travel at the same time on the same flight, must depart from the same capital city and are each responsible for transport from and to their residence to their nearest capital city for flight departure/ flight return.

16. Air tickets as part of the Prize are available on the regular scheduled services of each airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. Frequent Flyer points are not available from any airline.
17. The Prize must be taken within seven months from the date the winner is selected (Monday 30 April 2018) and is subject to Hotel and flight availability. The Prize, including flight times and names cannot be changed once flight and accommodation bookings have been made.
18. The Winner and their travelling companion are each personally responsible to ensure that they have valid documentation, visas and appropriate travel insurance. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Winner and their travelling companion.
19. The Winner must collect their Prize and Accept the Terms & Conditions in a manner to be determined by Bankwest. If the Winner is unable or unwilling to take a Prize as stated, or if any Prize remains unclaimed after Thursday 2 August 2018, the Winner will be deemed ineligible and will forfeit the prize. Where a Winner has been deemed ineligible and has forfeited the prize a new Winner will be selected at absolute discretion of Bankwest, in the same manner as set out in these Terms and Conditions. The new Winner will be drawn at Bankwest Place, 300 Murray Street, Perth, WA 6000, on Friday 3 August 2018 at 12pm WST.
20. The Winner must accept their Prize 'as is' and acknowledge that Bankwest accepts no responsibility for any tax implications that may arise from the Prize. The Winner should seek advice from the Australian Tax Office or their own taxation advisor or independent financial adviser before accepting the Prize.
21. In regards to the Prize, the Prize cannot be transferred, exchanged, or redeemed for cash, refunded for cash, transferred into another name or be sold. The Prize is exclusive of costs incurred with accepting the Prize unless otherwise stated.
22. Bankwest will use its best endeavours to provide the Prizes listed, although all Prizes are subject to change at Bankwest discretion. If the Prizes are unavailable for whatever reason, Bankwest reserves the right to substitute for that Prize or item a Prize or item of an equivalent value subject to any written directions given under applicable trade Promotion laws and regulations.
23. Bankwest accepts no responsibility for loss or damage to any of the Prizes whilst in transit.
24. Bankwest's decision is final and no correspondence will be entered into.
25. Each Entrant consents to Bankwest contacting them, in accordance with these Terms and Conditions, via their contact details registered with Bankwest, for this Promotion and including but not limited to, future Bankwest and Mastercard promotions.
26. 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 Bankwest which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Bankwest may take any action that may be available including cancelling, terminating, modifying or suspending the Promotion, subject to applicable legislation.
27. Bankwest reserves the right to verify the validity of entries and Entrants 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.

28. All entries and their associated data become the property of Bankwest.
29. Bankwest reserves the right in its sole discretion to disqualify any individual who does not meet the Eligibility Criteria.
30. 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 Promotion (including any outcome), Bankwest and or products/services supplied by Bankwest.
31. Bankwest collects personal information in order to conduct the Promotion and provide any goods/services requested and may, for that purpose, disclose such information to third parties, including, but not limited to, prize suppliers or a regulatory authority and for any purpose to which the entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct information held by Bankwest by calling 13 17 19.
32. To the extent permitted by law, Bankwest and its related entities and its 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, resulting from taking part in the Promotion, to or by an Entrant.
33. Nothing in these Terms and Conditions 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"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Bankwest (including its respective officers, employees and agents) is not liable for (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether indirect, special or consequential, arising in any way out of the promotion.

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#### Privacy Statement

We've collected your information to enter you in Bankwest Hong Kong Getaway Prize Promotion. Subject to these Terms and Conditions, 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 purpose which the Entrant has 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.