

Terms and Conditions: KISS Facebook Competition

To enter:

To be in the running to win one (1) of two (2) prizes for you and a friend to see the KISS concert at RAC Arena on November 16 2019, simply comment on the nominated Bankwest Facebook post what your favourite KISS song is.

Terms and Conditions:

1. This competition commences at 9:00 am WST on 4 November 2019 and closes at 11:59pm WST on 11 November 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 licence 234945, Bankwest Place, 300 Murray St, Perth WA 6000, phone 13 17 19, is the promoter of this Competition (“Promoter” or “Bankwest”). The promotion is governed by the laws of Western Australia and each entrant agrees to submit to the non-exclusive jurisdiction of Western Australia.
3. Entry is open to Australian residents (“Eligible Entrants”) who:
 - i. Reside in Western Australia; and
 - ii. Are aged over 18 years, or otherwise have parent(s) or guardian(s) permission to enter.
4. To enter, Eligible Entrants must, during the Promotional Period, comment on the nominated Facebook post on the Bankwest Facebook page with the name of their favourite KISS song. 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. Eligible Entrants who post more than one comment on the nominated Facebook post on the Bankwest Facebook page will be ineligible for this competition.

6. The winners of the competition will be the first two (2) answers drawn by random hand selection by a representative from Bankwest at 300 Murray Street, Perth, WA 6000 on the 12th of November 2019 at 10:00am WST ("Draw Date").
7. The winners will be notified in writing on the Bankwest Facebook page with a response to their post on 12th November 2019 by 10:30am WST. 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 two (2) prizes to be won, each consisting of two (2) tickets to the KISS concert at RAC Arena, valued at \$202.65 per ticket and a parking pass valued at \$30 ("Prize"). The total prize pool value is \$870.60. The Prizes are not transferable or redeemable for cash.
9. If a prize remains unclaimed by 9:00am WST on 14 November 2019, the Promoter will conduct an unclaimed prize draw in the same manner and place as the original draw. If the new winner does not claim the prize within one business day, the process set out in clause 6 shall be applied again, and so on until the prize has been claimed.
10. As a condition of claiming the Prize 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.
11. Bankwest accepts no responsibility for loss or damage to prizes in transit.
12. No correspondence will be entered into. The Promoter's decision is final.
13. Directors and employees of the Commonwealth Bank Group including their immediate families, its agencies and companies associated with this competition are ineligible to enter.
14. To the extent permitted by law, the Promoter and its related entities and their respective directors, officers, employees and agents, and Facebook, 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.

15. 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.
16. 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 Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
17. 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.
18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. 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).
20. 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.

21. 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've collected this information to enter you in the Bankwest KISS Facebook 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.