

Terms and Conditions: Less FOMO Competition

To enter:

To be in the running to win **the ultimate money can't buy experience** at Optus Stadium or RAC Arena (each a "Venue" and collectively the "Venues"), simply complete the entry form at bankwest.com.au/fomo.

Terms and Conditions:

1. This Competition commences at 12:01am WST on 31 January 2021 and closes at 11:59pm WST on 28 March 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 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:
 - a. Reside in Western Australia; and
 - b. Are aged over 18 years.
4. To enter the Competition, Eligible Entrants must complete the following steps during the Promotional Period ("**Entry Requirements**"):
 - a. Visit the website link ("**Website**") provided by Bankwest bankwest.com.au/fomo
 - b. Complete the online entry form available on the website, and follow the prompts to fill in your personal details, select preferred prize and submit your entry
 - c. Accept these Terms and Conditions by clicking the check box at registration
5. There is a limit of one (1) entry per Eligible Entrant. Entrants who fill out the form more than once will be disqualified.
6. Bankwest Customers that check the box confirming they are a customer at registration will be awarded one (1) additional entry (two entries in total) into the Competition by Bankwest prior to the draw. The personal details provided on the entry form must match the personal details held by Bankwest in order for the additional entry to be awarded.
7. The winners ("**Winner(s)**") of the Competition will be the first and second validly completed entries drawn by random computerised draw at Bankwest at Level 6C, Murray Street, Perth, WA 6000 on 30 March 2021 at 11:00am WST ("**Draw Date**"). There is a limit of one (1) Prize per Eligible Entrant.

8. The Winners will be notified by phone and/or email on 30 March 2021 of the Prize they have won (ie. RAC Arena prize or Optus Stadium prize). The Winners details will also be announced online at bankwest.com.au on 31 March 2021.
9. The Winners must claim their Prize in the manner set out in the email informing them that they have won.
10. There are two (2) major Prizes to be won, one (1) Prize at RAC Arena, and one (1) of two (2) Prizes at Optus Stadium. Total Prize Pool valued at \$36,178 consisting of:
 - a. A four (4) hour corporate event at RAC Arena for up to fifty (50) people including: access to the Arena basketball court, a tour of the Arena and a food and beverage package for all guests. The total prize value is \$12,178 inc GST ("Prize A"); and
 - b. A four (4) hour function at Optus Stadium for up to fifty (50) people including: access to the Stadium turf for a cricket match, a tour of the Stadium and a food and beverage package for all guests. The total prize value is \$12,000 inc GST ("Prize B"); or
 - c. A four (4) hour function at Optus Stadium for up to fifty (50) people including: access to the Stadium turf to watch an outdoor movie, a tour of the Stadium, and a food and beverage package for all guests. The total prize value is \$12,000 inc GST ("Prize C")
11. The winner of the Prize at Optus Stadium will be able to choose Prize B or Prize C. The Prize will be available for use on a date determined by the Promoter in consultation with Optus Stadium, and is subject at all times to change to accommodate the operations and events at Optus Stadium. If the Prize, or any element of the Prize, at Optus Stadium becomes unavailable for any reason the Promoter may modify or substitute the Prize.
12. The Prizes are not transferable or redeemable for cash. Travel to and from the Venues and any other associated costs in accepting a Prize, is the sole responsibility of the Winners and their guest(s).
13. If any Prize remains unclaimed after 5 business days of the Draw Date, the Promoter will conduct an unclaimed prize draw in the same manner, and place as the original draw. If a new Winner does not claim the Prize within 3 business days, the process set out in clause 7 shall be applied again, and so on until each Prize has been claimed.
14. As a condition of claiming each Prize the Winners consent, or the Winners' parents(s) or guardians(s) consent, to the Promoter and the Venue of the applicable Prize 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.
15. In accepting and using Prize A the winner agrees to the [RAC Arena Conditions of Entry](#). In accepting and using Prize B or Prize C the winner agrees to the [Optus Stadium Conditions of Entry](#).

16. Bankwest accepts no responsibility for loss or damage to prizes in transit.
17. No correspondence will be entered into. The **Promoter's decision is final**.
18. Directors and employees of the Commonwealth Bank Group including their immediate families, its agencies, and employees and immediate family members of companies associated with this competition (including the Venue of each Prize) are ineligible to enter.
19. To the extent permitted by law, the Promoter and the Venues, and each of their 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.
20. Winners of each 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 each Prize should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
21. 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.
22. Entry into the Competition and acceptance of the Terms and Conditions allows Bankwest permission to contact Entrants about Bankwest future promotions and marketing, unless they have advised otherwise.
23. 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.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. Bankwest reserves the right to verify the validity of entries and Entrants (including an **Entrant's identity and postcode**) 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 Competition. **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.

26. 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).
27. 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) the Competition.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, neither the Promoter nor the Venues and their respective related entities (including its respective directors, officers, employees and agents) are 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 use/taking of the Prize.
29. All entries become the sole property of the Promoter. The Promoter collects your personal information so that it may process your entry, administer this Competition 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 Less FOMO 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.