

Terms and Conditions: Less FOMO Competition

To enter:

To be in the running to win either two (2) seats to every event at Optus Stadium or RAC Arena for a year, simply complete the entry form at <http://www.bankwest.com.au/fomo>.

Terms and Conditions

1. This competition commences at 12:01am WST on 2 February 2020 and closes at 11:59pm WST on 15 March 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"). The competition 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 <http://www.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. 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.
6. Any entrant who fill out the form more than once will be disqualified.
7. The winners of the competition will be the first Eligible Entrant to meet the Eligibility Requirements and drawn by random computerised draw at Bankwest at Level 3D, Murray Street, Perth, WA 6000 on 18 March 2020 at 11:00am WST ('Draw Date') for each prize.
8. The winners will be notified by phone and/or email on 18 March 2020.
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, with a total prize pool valued at \$26,000 consisting of:
 - a. Two (2) tickets to the RAC Arena for two (2) people for 12 months, 19 March 2020 to 18 March 2021. The total prize value is \$14,000 incl GST ("Prize A"); and
 - b. Two (2) tickets to the Bankwest Club at Optus Stadium for two (2) people for 12 months, 19 March 2020 to 18 March 2021. The total prize value is \$12,000 incl GST ("Prize B").
11. Prizes are not transferable or redeemable for cash.
12. For the purposes of clarification, where an artist performs more than one show event the prize winners will be eligible for a double pass to one show event only, and cannot receive a double pass to each individual performance.
13. 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).
14. If any prize remains unclaimed after 5 business days of the prize Draw Date, 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 5 business days, the process set out in clause 7 shall be applied again, and so on until the prize has been claimed.

15. As a condition of claiming the prizes, 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 this prize.
16. In accepting and using Prize A the winner agrees to the [RAC Arena Conditions of Entry](#). In accepting and using Prize B the winner agrees to the [Bankwest Club Terms and Conditions](#).
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 companies associated with this competition are ineligible to enter.
19. 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.
20. 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.
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 and 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. 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.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
24. 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.
25. 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).
26. 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)
 - 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.
27. 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.