

# Moonlight Cinemas VIP Night Ticket Giveaway Competition

## Terms and Conditions

1. This competition commences at 12pm AWST on 21 January 2022 and closes at 9am AWST on 25 January, 2022 ('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, ph. 13 17 19, is the promoter of this competition ('Promoter') authorised under the promotion 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 New South Wales, and;
  - b. are aged over 18
4. To enter, Eligible Entrants must, comment on the nominated Facebook post and answer the following question 'Tell us what's your favourite movie?' in the comments section of the post, during the Promotional Period ("Entry Requirements").
5. There is a limit of one entry per person.
6. The winner of the competition will be the first fifteen (15) eligible entries drawn by random hand selection by a representative from Bankwest at Bankwest Place, Level 6C, 300 Murray St Perth WA 6000 on 25 January, 2022 at 11am AWST ('Draw Date').
7. The winner(s) will be notified on the Bankwest Facebook page by a response of their post on 25 January, 2022 by 5pm AWST. Winners will then be required to privately message their contact email address to the Bankwest Facebook page, so that they may be identified and to claim their Prize. Prizes will then be made available as an e-tickets via email.
8. There are fifteen (15) prizes to be won. The prize/s consist of two (2) tickets to a VIP area to watch Ghostbusters: Afterlife on 29 January, 2022 at Moonlight Cinemas Western Sydney ('Venue'). This prize also includes the following on arrival for each ticket holder:

- One (1) drink
- One (1) popcorn
- One (1) ice cream

Each prize is valued at \$96.00 each. Prize(s) is/are not transferable or redeemable for cash. The total prize pool value is \$1,440.00.

9. If any prize remains unclaimed after two (2) days of the draw, 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 (1) day, the process set out in this clause shall be applied again, and so on until the Prize has been claimed.
10. If the Prize, or any element of the Prize, at Moonlight Cinemas becomes unavailable for any reason the Promoter may, in its sole and absolute discretion, modify or substitute the Prize.
11. The Prize is not transferable or redeemable for cash. Travel to and from the Venue and any other associated costs in accepting a Prize, is the sole responsibility of the Winner and its guest.
12. In accepting and using the Prize the Winner agrees to comply with the Venue [Conditions of Entry](#).
13. As a condition of claiming the Prize the Winner consents 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.
14. Bankwest accepts no responsibility for loss or damage to prizes in transit.
15. No correspondence will be entered into. The Promoter's decision is final.
16. Directors and employees of the Commonwealth Bank Group including their immediate families, its agencies and companies associated with this competition, and employees and immediate family members of companies associated with the Venue, are ineligible to enter.
17. To the extent permitted by law, the Promoter and the Venue, 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 Entrant or the Winner and its guest.

18. The Winner of the Prize accept the Prize 'as is' and acknowledges that the Promoter accepts no responsibility for any tax implications that may arise from their use of the Prize. Beneficiaries of the Prize should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
19. The Promoter reserves the right, at any time, in its sole discretion, to verify the validity of entries and Eligible 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.
20. 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.
21. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
22. 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).
23. 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.
24. Except for any liability that cannot by law be excluded by law, neither the Venue nor 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 the Winner and/or its guest's use/taking of the Prize.
25. 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 Moonlight Cinemas VIP Night Ticket Giveaway 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.