

Our WA Home Instagram Competition – Terms and Conditions

How to enter

You can enter by posting a photo that you have taken of your favourite WA destination on Instagram, tagging @Bankwest and using the hashtag #ourwahome during the Promotional Period.

Terms and Conditions

1. This competition will commence at 8:00am WST on Tuesday 25 February 2020 and conclude at 11.59am WST Tuesday 17 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 12 AFSL / Australian credit licence 234945, Bankwest Place, 300 Murray St, Perth WA 6000, phone 13 17 19 is the promoter of this Promotion (“Bankwest”).
3. To be eligible for entry (“Entrant”) into the Promotion you must (“Eligibility Criteria”):
 - a. Post a photo that you have taken of your favourite WA destination on Instagram, tag @Bankwest and use the hashtag #ourwahome
 - b. Be following Bankwest on Instagram
 - c. Have a public profile on Instagram so Bankwest can view your Entry
 - d. Have the consent of your parent(s) or guardian(s) to enter the Promotion, if you are under 18 years of age.
 - e. Reside in Western Australia
 - f. Accept these Terms & Conditions

4. Employees and agents, and their immediate family, of the Commonwealth Bank Group (including Bankwest) and their associated agencies and entities are not eligible to enter the Competition.
5. Multiple entries are permitted.
6. Valid entries are those that satisfy the eligibility criteria and are submitted before 11.59pm WST on Tuesday 17 March 2020. Entrants must own the rights to the photo they submit for entry. Entrants who submit a photo they do not own the rights to will be disqualified.
7. This Competition is a game of skill. Entries will be judged by a panel of representatives from Bankwest ("Panel") on the photography and creativity of the photo submitted. The Winner will be selected by a panel of Bankwest representatives at Bankwest, Level 12D, 300 Murray Street, Perth, WA 6000 on Thursday 19 March 2020 at 2pm (Draw Date).
8. There is 1 prize to be won consisting of \$2,000 that may be deposited in a Bankwest transaction account. The total prize pool is \$2,000. The prize may be deposited into a Bankwest transaction account. If you don't already hold a Bankwest transaction account, you may open one to have your prize deposited (a Bankwest TeleNet account cannot be used for this purpose). Terms and conditions apply to opening an account. To decide if this product is right for you, please carefully read the Product Disclosure Statement for the product. Product Disclosure Statements can be obtained from your local branch, from the Bankwest web site bankwest.com.au or by contacting the Bankwest Customer Help Centre on 13 17 19. If the winner considers that the Bankwest accounts on offer do not suit their needs, Bankwest may deposit the prize funds into a nominated account at another financial institution.
9. The Winner will be notified by a comment on the Instagram post and direct message within two business days of the Draw Date.
10. The Winner must collect their Prize in a manner to be determined by Bankwest. If a Winner is unable or unwilling to take the Prize as stated, or if the Prize remains unclaimed within 3 months of draw date, the Winner will be deemed ineligible and will forfeit the prize. Where a Winner has been deemed ineligible a new Winner will be selected at the absolute

discretion of Bankwest, in the same manner and place as the original draw.

11. Winners must accept their Prize 'as is' and acknowledge that Bankwest accepts no responsibility for any tax implications that may arise from the Prize. All Winners should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser before accepting the Prize.
12. In regards to the Prize, the Prize cannot be transferred. The Prize is exclusive of costs incurred with accepting the Prizes unless otherwise stated.
13. Bankwest will use its best endeavours to provide the Prize listed. The Prize is subject to change at the Bankwest's discretion. If the Prize is unavailable for whatever reason, Bankwest reserves the right to substitute for that Prize or item for a Prize or item of an equivalent value subject to any written directions given under applicable trade promotion laws and regulations.
14. Bankwest's decision is final and no correspondence will be entered into.
15. Entrants agree that by submitting a photo and entering the Competition they grant Bankwest a non-exclusive, royalty free licence to use all assets including photographs in online media (including Bankwest's social media accounts). Ownership of the photo submitted for entry remains that of the Entrant. Bankwest will not be liable for any loss or damage whatsoever (including but not limited to indirect or consequential loss) caused directly or indirectly by the use of the photograph by Bankwest, except for any liability which cannot be excluded by law.
16. Bankwest reserves the right in its sole discretion to disqualify any individual who does not meet the Eligibility Criteria.
17. Each Entrant consents, or the Entrant(s) parent(s) or guardian(s) if the Entrant is under the age of 18, to Bankwest using their name, likeness, image and/or voice (including photograph and/or film) 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.

18. These Terms and Conditions shall be governed by the laws of Western Australia and each Entrant agrees to submit to the non-exclusive jurisdiction of Western Australia.
19. This promotion is in no way sponsored, endorsed, administered by, or associated with, Instagram.
20. To the extent permitted by law, the Promoter and its related entities and their respective directors, officers, employees and agents, and Facebook/Instagram, 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 Winner.
21. The Promoter reserves the right, at any time, in its sole discretion, to verify the validity of entries and 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.
22. 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.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
24. 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).

25. 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.

26. Bankwest accepts no responsibility for loss or damage to prizes in transit.

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 Promotion and contact you regarding information on products or services that may be of interest to you.

Privacy statement

We have collected this information to enter you in the Competition entered online via bankwest.com.au. 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.