

# **Terms and Conditions - Qantas Wallabies v Manu Samoa Parramatta Branch Competition**

## **Terms and Conditions**

1. This Competition commences at 9:00 am AEST on 8th July 2019 and closes at 3.30pm AEST on Saturday 31st August 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 license 234945, Bankwest Place, 300 Murray St, Perth WA 6000, phone 13 17 19 is the promoter of this Competition (“Bankwest”).
3. Entry is open to Australian residents (‘Eligible Entrants’) who:
  - a. Are aged over 18, or have parent(s) or guardian(s) permission to enter; and
  - b. Are a resident of New South Wales.
4. To enter, Eligible Entrants must complete the entry form in the Parramatta branch and tell us what they like best about their new Parramatta branch, during the Promotional Period (“Entry Requirements”).
5. There is a limit of one (1) entry per person. Entrants who complete an entry form more than once will be ineligible.
6. The winners of the competition will be determined by a panel of representatives from Bankwest on Monday 2nd September 2019 at 1:00pm AEST (“Judging Date”) at Bankwest, Level 3D, 300 Murray Street, Perth, WA 6000. Entries will be judged based on creativity.
7. The winners will be notified on their contact number and in writing within two days of the Judging Date. The winners details will also be announced online at [bankwest.com.au](http://bankwest.com.au) on 6th September 2019.

8. Prizes will be delivered to the address indicated on the entry form.
9. There are two (2) prizes to be won, each consisting of two (2) tickets to Qantas Wallabies v Manu Samoa game at Bankwest Stadium on Saturday 7th September 2019 ("Event"), valued at \$48.00 per person ("Prize"). Total prize pool is \$194.00.
10. If the winner selected is not able to be contacted by 9:00am WST on 5th September 2019 the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the relevant prize to the next best valid entry or entries (as applicable) as are necessary to distribute the prize/s, subject to any directions from the Office of Liquor, Gaming and Racing (NSW).
11. 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.
12. Bankwest accepts no responsibility for loss or damage to prizes in transit.
13. No correspondence will be entered into. The Promoter's decision is final.
14. Directors and employees of the Commonwealth Bank Group their immediate families, its agencies and companies associated with this Competition are ineligible to enter.
15. 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 Entrant or Winner.
16. 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.

17. 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.
18. 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 take any action that may be available including cancelling, terminating, modifying or suspending the Promotion.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. 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).
21. 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.
22. 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 Qantas Wallabies v Manu Samoa game at Bankwest Stadium Competition entered via this form. 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.