

# Bankwest 'Snaps & sweets' Competition

## Terms and Conditions

1. This competition commences at 12pm AWST on 28 November 2021 and closes at 12pm AWST on 21 December 2021 ('Promotional Period'). Taking part in this competition constitutes acceptance of these terms and conditions.
2. There will be four (4) Prize Pools within the Promotional Period:
  - a. Prize Pool One (1) commences 12pm AWST on 28 November 2021 and ends 12pm AWST on 30 November 2021;
  - b. Prize Pool Two (2) commences 12:01pm AWST on 30 November 2021 and ends 12pm AWST on 7 December 2021;
  - c. Prize Pool Three (3) commences 12:01pm AWST on 7 December 2021 and ends 12pm AWST on 14 December 2021.
  - d. Prize Pool Four (4) commences 12:01pm AWST on 14 December 2021 and ends 12pm AWST on 21 December 2021.
3. 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.
4. Entry is open to Australian residents ('Eligible Entrants') who:
  - a. Reside in Western Australia; and
  - b. Are aged over 18.
5. To enter, Eligible Entrants must,
  - a. Post a photo from the Bankwest 'Snaps & sweets' activation at the Optus Stadium Christmas Festival on Instagram, tag @Bankwest and use the hashtag #bankwestsnapsandsweets;
  - b. Be following Bankwest on Instagram;
  - c. Have a public profile on Instagram so Bankwest can view your Entry;
  - d. Accept the Bankwest privacy policy (available at [www.bankwest.com.au/](http://www.bankwest.com.au/)).

6. There is a limit of one entry per person within each Prize Pool period.
7. The winners of the competition will be:

- a. For Prize Pool One (1), the first (1) eligible entry;
- b. For Prize Pool Two (2), the first (1) eligible entry;
- c. For Prize Pool Three (3), the first (1) eligible entry;
- d. For Prize Pool Four (4), the first (1) eligible entry.

drawn by random hand selection by a representative from Bankwest at Bankwest Place, Level 6C, 300 Murray St Perth WA 6000 on:

- a. 30 November 2021 at 2pm AWST ('Draw Date') for Prize Pool One (1);
  - b. 7 December 2021 at 2pm AWST ('Draw Date') for Prize Pool Two (2);
  - c. 14 December 2021 at 2pm AWST ('Draw Date') for Prize Pool Three (3);
  - d. 21 December 2021 at 2pm AWST ('Draw Date') for Prize Pool Four (4).
8. The winners will be notified via Instagram within one (1) day of the Draw Date.
  9. There are four (4) prizes to be won. Prizes are drawn at random and are not transferrable or redeemable for cash.
    - a. The value for Prize Pool One (1) is \$250.00;
    - b. The value for Prize Pool Two (2) is \$250.00;
    - c. The value for Prize Pool Three (3) is \$250.00;
    - d. The value for Prize Pool Four (4) is \$250.00.
    - e. The total Prize Pool value is \$1,000.00.

The prizes consist of:

- a. For Prize Pool One (1) is a \$250.00 Coles Myer gift card;
- b. For Prize Pool Two (2) is a \$250.00 WISH gift card;
- c. For Prize Pool Three (3) is a \$250.00 Coles Myer gift card;
- d. For Prize Pool Four (4) is a \$250.00 WISH gift card.

10. If any prize remains unclaimed after three (3) 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 two (2) days, the process set out in this clause shall be applied again, and so on until the Prize has been claimed.
11. If any prize within the Prize Pools becomes unavailable for any reason the Promoter may, in its sole and absolute discretion, modify or substitute the Prize.
12. The Prize is not transferable or redeemable for cash. Travel to and from the event or venue and any other associated costs in accepting a Prize, is the sole responsibility of the Winner and its guest(s).
13. Eligible Entrants declare that they enter the Promotion in a wholly personal, private or domestic capacity and not in relation to any enterprise (e.g. business undertaking).
14. 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.
15. In accepting and using the Prize the Winner agrees to comply with the 'Venue' (Optus Stadium) conditions of entry available at [Optus Stadium Conditions of Entry](#).
16. Bankwest accepts no responsibility for loss or damage to prizes in transit.
17. This promotion is in no way sponsored, endorsed, administered by, or associated with, Instagram.
18. No correspondence will be entered into. The Promoter's decision is final.
19. 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(s), are ineligible to enter.
20. To the extent permitted by law, the Promoter and the Venue(s), 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.
21. The Winner(s) of the Prize(s) 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. Bankwest recommends you consider the tax implications of the prize. If you are unsure about the correct tax treatment, Bankwest recommends you seek advice from an independent taxation advisor or the Australian Taxation Office.

22. 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.
23. 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.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
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. 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.
27. Except for any liability that cannot by law be excluded by law, neither the Venue(s) 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(s) and/or its guest's use/taking of the Prize(s).
28. 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 Snaps & Sweets 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.