

Bankwest Backyard Activation Experience Survey Competition

Terms and Conditions

1. This competition commences at 12:00pm AWST on 1 March, 2024 and closes at 11:59pm AWST on 2 March, 2024 ('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 Australia; and
 - b) are aged over 18.
4. 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.
5. To enter, Eligible Entrants must,
 - a) Visit the website link ('Website') provided by Bankwest as follows: https://feedback.bankwest.com.au/jfe/form/SV_3RdcBw1RrGKFphY;
 - b) Complete the online registration form available on the website, follow the prompts to fill out your experience with the Bankwest backyard activation at the P!NK concerts on Friday 1 & Saturday 2 March at Optus Stadium
 - c) Follow the prompts to fill out your personal details and submit your entry;
 - d) Acknowledge understanding of competition T&Cs by clicking the check box at end of online registration form; and

- e) Acknowledge the Bankwest Privacy Notice (available at www.bankwest.com.au).
6. There is a limit of one (1) entry per person.
 7. The winner of the competition will be first (1) eligible entry drawn by random hand selection by a representative from Bankwest at Bankwest Place, Level 3B, 300 Murray St Perth WA 6000 on 5 March, 2024 at 2pm AWST ('Draw Date').
 8. The winner will be notified via their advised contact email address or by phone within two (2) business days of the Draw Date.
 9. The prize consists of a one (1) double pass to an event of the winner's choice that is available to redeem at Optus Stadium in 2024. Total prize value is \$800.00. Prize is/are not transferable or redeemable for cash.
 10. 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 on day three (3) following the initial draw date. If the new Winner/s do 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.
 11. If the Prize, or any element of the Prize becomes unavailable for any reason the Promoter may, in its sole and absolute discretion, modify or substitute the Prize.
 12. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
 13. Travel to and from the Venue and any other travel associated costs in accepting a Prize, is the sole responsibility of the Winner and its guest.
 14. In accepting and using the Prize, the Winner agrees to comply with the Venue's [condition of entry](#).
 15. As a condition of claiming the Prize, the Winner/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. In addition, the winner/s consent, or the Winner/s parents(s) or guardian(s) consent (if winning entrant is under 18 years old) to the Promoter sharing their

information as provided in their entry, to Nova Entertainment for the purpose of media or other publicity activity relating to the competition.,

16. Bankwest accepts no responsibility for loss or damage to prizes in transit.
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, and employees and immediate family members of companies associated with the Venue, are not eligible to enter.
19. 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/s and their guest.
20. The Winner/s 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 receipt and use of the Prize. Beneficiaries of the Prizes should seek their own personal 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 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 Prizes 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 Prizes 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. 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.
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 Notice

We've collected this information to enter you in the Bankwest backyard activation experience survey 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. Our [Privacy Statement](#) explains how we may collect, use, and share your information, how to access your personal information and correct it when its wrong, how to make a privacy related complaint and how we deal with it. Sometimes we update our Privacy Statement, and you can always find the most up to date version on the Bankwest website.