

## Bankwest Ideas Lab Prize Draw Competition ('Promotion')

## Terms and Conditions

- 1. This Promotion commences at 12:00am Australian Eastern Standard Time ('AEST') on Thursday 1 August 2024 and closes at 11:59pm AEST on Thursday 31 July 2025 ('Promotional Period'). Taking part in the Promotion 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 Street, Perth WA 6000, ph. 13 17 19, authorised under ACT Permit No. TP 24/01410 is the promoter of this Promotion ('Promoter').
- 3. Entry is open to Bankwest customers who:
  - a) Are Australian residents aged 18 years of age and older; and
  - b) Are a current member of the Ideas Lab panel,

('Eligible Entrants').

- 4. To become a member of the Ideas Lab panel, Eligible Entrants must have:
  - a) Received an invitation from the Promoter to participate in the Bankwest Ideas Lab Panel (by way of an email, online advertising or any other media);
  - b) Visited the Bankwest Ideas Lab website at <u>www.bankwest.com.au/ideaslab</u> ('Website');
  - c) Completed a qualifying survey available on the Website by answering the qualifying survey questions and submitting the completed qualifying survey ('Qualifying Survey'); and
  - d) Received an email notification from the Promoter notifying the Eligible Entrant that he or she has been accepted for participation in the Bankwest Ideas Lab Panel ('Confirmation Email') and deeming he/she is an Eligible Registration ('Eligible Registration').
- 5. To enter, the Promoter will send via email additional surveys to Eligible Entrants to complete. For each survey completed and submitted during a specified Entry Period in clause 7, Eligible Entrants will receive one entry into the Promotion for that Entry Period ('Valid Entry'). Each survey may only be completed once by an Eligible Entrant.



- 6. The Winner(s) of the Promotion will be:
  - a) In respect of the Entry Periods in rows 1 to 6 of the table in clause 7: The first four (4) Valid Entries for each Entry Period selected by computerised random draws on the Draw Date and Times set out in clause 7 at Qualtrics, 1 Denison Street, North Sydney NSW 2060 ('Draw Location'); and
  - b) In respect of the Entry Periods in rows 7 and 8 of the table in clause 7: The first twelve (12) Valid Entries for each Entry Period selected by computerised random draws on the Draw Date and Times set out in clause 7 at Qualtrics, 1 Denison Street, North Sydney NSW 2060 ('Draw Location').
- 7. Prize Draw details are as follows (all times given are AEST unless otherwise specified):

Month/ Quarter	Entry Period	Prize	Draw Date & Time	Notification Date
1	12:00am 01/08/24 to 11:59pm 31/08/24	4 x \$100 GiftPay Electronic Cards	02/09/24 at 11:30am	09/09/24
2	12:00am 01/09/24 to 11:59pm 30/09/24	4 x \$100 GiftPay Electronic Cards	01/10/24 at 11:30am	08/10/24
3	12:00am 01/10/24 to 11:59pm 31/10/24	4 x \$100 GiftPay Electronic Cards	01/11/24 at 11:30am	08/11/24
4	12:00am 01/11/24 to 11:59pm 30/11/24	4 x \$100 GiftPay Electronic Cards	02/12/24 at 11:30am	09/12/24
5	12:00am 01/12/24 to 11:59pm 31/12/24	4 x \$100 GiftPay Electronic Cards	01/01/25 at 11:30am	08/01/25
6	12:00am 01/01/25 to 11:59pm 31/01/25	4 x \$100 GiftPay Electronic Cards	03/02/25 at 11:30am	10/02/25
7	12:00am 01/02/25 to 11:59pm 30/04/25	12 x \$100 GiftPay Electronic Cards	01/05/25 at 11:30am	08/03/25
8	12:00am 01/05/25 to 11:59pm 31/07/25	12 x \$100 GiftPay Electronic Cards	01/08/25 at 11:30am	08/08/25

- 8. The winners will be notified in writing by email from Bankwest Ideas Lab Panel on the dates set out in clause 7. The winner(s) details will also be announced via email to the entire Bankwest Ideas Lab Panel.
- 9. Winner(s) must claim their Prize in the manner set out in the email informing them that they have won.



- 10. There are forty eight (48) prizes to be won, each consisting of a \$100 Electronic GiftPay gift card ('Prize'). Conditions and exclusions apply to the electronic Giftpay.com.au voucher. For full terms and conditions, visit Giftpay.com.au or email: support@giftpay.com.au. Prizes are not transferable or redeemable for cash. The total prize pool value is \$4,800.
- 11. If any Prize remains unclaimed after 3 months of the draw date, the Promoter will conduct an unclaimed prize draw in the same manner and place as the original draw on the Redraw dates and times set out in clause 12, subject to any directions from the Office of Liquor, Gaming and Racing (NSW) or given under the Lottery and Gaming Regulations 2008 (SA).
- 12. The Prize Redraw Schedule is as follows (all times given are AEST unless otherwise specified):

Month	Entry Period	Redraw Date & Time	Redraw Notification Date
1	12:00am 01/08/24 to 11:59pm 31/08/24	02/12/24 at 11:30am	09/12/24
2	12:00am 01/09/24 to 11:59pm 30/09/24	01/01/25 at 11:30am	08/01/25
3	12:00am 01/10/24 to 11:59pm 31/10/24	03/02/25 at 11:30am	10/02/25
4	12:00am 01/11/24 to 11:59pm 30/11/24	03/03/25 at 11:30am	10/03/25
5	12:00am 01/12/24 to 11:59pm 31/12/24	01/04/25 at 11:30am	08/04/25
6	12:00am 01/01/25 to 11:59pm 31/01/25	01/05/25 at 11:30am	08/05/25
7	12:00am 01/02/25 to 11:59pm 30/04/25	01/08/25 at 11:30am	08/08/25
8	12:00am 01/05/25 to 11:59pm 31/07/25	01/11/25 at 11:30am	08/11/25

13. If a redraw winner does not claim the Prize, or it cannot be delivered to a redraw winner, after three (3) months of being notified that they have won the



Prize, then the redraw winner will be taken to have forfeited the Prize. There will be no further award of any Prize forfeited by a redraw winner.

- 14. As a condition of claiming the Prize each Winner (or redraw winner, if applicable) 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 Promotion (including and outcome).
- 15. Bankwest accepts no responsibility for loss or damage to prizes in transit.
- 16. No correspondence will be entered into. The Promoter's decision is final.
- 17. Directors and employees of the Commonwealth Bank Group including their immediate families, its agencies and companies associated with this competition are ineligible to enter.
- 18. 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.
- 19. The Winner accepts 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.
- 20. The Promoter will use its best endeavours to provide the Prize stated. If the Prizes are unavailable for whatever reason, the Promoter reserves the right to substitute for that Prize or item a prize of an equivalent value subject to any written directions given under applicable trade promotion laws and regulations.
- 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:
  - 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. 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 have collected this information to enter you in the Bankwest Ideas Lab Prize Draw 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 if this competition. You can access the personal information about you held by Bankwest by calling 13 17 19. To view our Privacy Statement, visit <a href="https://www.bankwest.com.au/legal-stuff/bankwest-privacy-statement">https://www.bankwest.com.au/legal-stuff/bankwest-privacy-statement</a>