

Work Perks Wildcats Tickets Competition

Terms and Conditions

- 1. This competition commences at 9am AWST on 1 November 2024 and closes at 5pm AWST on 25 November 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 Western Australia
 - b) are aged over 18; and
 - c) employed by a Work Perks partner company.
- 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 visit the website link ('Website') provided by Bankwest as follows:
 - a) Scan and complete the form at: <u>www.bankwest.com.au/retail-</u> <u>forms/about-you</u>
 - b) Book a home lending appointment with a Bankwest lender
 - c) Acknowledge understanding of competition T&Cs by visiting the Bankwest site <u>www.bankwest.com.au/terms-conditions</u>; and
 - d) Acknowledge the Bankwest Privacy Statement (available at <u>www.bankwest.com.au</u>).
- 6. There is a limit of one (1) entry per person.



- 7. Winners will be drawn by random selection based on eligible entrants by a representative from Bankwest at Bankwest Place, Level 12, 300 Murray St Perth WA 6000 on on 29 November 2024, at 12pm AWST ('Draw Date').
- 8. The winner(s) will be notified via their advised contact email address or by phone within two (2) business days of the Draw Date.
- 9. Winner(s') prizes will be delivered to the email address indicated on the entry form.
- 10. The prizes consist of: One general admission prize of double pass tickets to the Perth Wildcats vs Illawarra Hawks game on 6 December 2024 to be won, valued at \$330.
- 11. Prize(s) is/are not transferable or redeemable for cash. The total prize pool value is up to \$330.
- 12. If any prize remains unclaimed after 3 months 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 14 days, the process set out in here shall be applied again, and so on until the Prize has been claimed.
- 13. 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.
- 14. To the extent permitted by law, the Promoter and its related entities and their respective directors, officers, employees, agents and contractors, will not be liable for any personal injury, loss or damage, whatsoever which is suffered or sustained (including, but not limited to financial or other loss) to or by an Entrant or Winner. However, this limitation of liability does not apply to the extent that the injury, loss or damage is caused by the fraud, negligence, mistake or wilful misconduct of the Promoter.
- 15. Directors and employees of the Commonwealth Bank Group including their immediate families, its agencies and companies associated with this competition are ineligible to enter.
- 16. To the extent permitted by law, the Promoter and its related entities and their respective directors, officers, employees, agents and contractors, will not be liable for any personal injury, loss or damage, whatsoever which is suffered or sustained (including, but not limited to financial or other loss) to or by an Entrant or Winner. However, this limitation of liability does not apply to the



extent that the injury, loss or damage is caused by the fraud, negligence, mistake or wilful misconduct of the Promoter.

- 17. 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.
- 18. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age, place of residence and employment status and reserves the right 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.
- 19. 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.
- 20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Nothing in these T&Cs 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 any personal injury; or any loss or damage (including loss of opportunity); arising in any way out of:
 - a) any technical difficulties or equipment malfunction;
 - 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);



- 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. However, this limitation of liability does not apply to the extent that the injury, loss or damage is caused by the fraud, negligence, mistake or wilful misconduct of the Promoter.
- 22. 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.
- 23. 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 Work Perks Competition entered via the online form and, if you ticked the box, to provide you with further information about the Bankwest Work Perks program. 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 <u>Privacy</u> <u>Statement</u> explains how we may collect, use and share your information, how to access your personal information and correct it when it's 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 our Bankwest website.