

## **Terms and Conditions: Samsung Pay Promotion**

- 1.1 The Promoter of the Samsung Pay Promotion (**the Promotion**) is Bank of Queensland Limited ABN 32 009 656 740 of Level 6, 100 Skyring Terrace, Newstead, 4006. Telephone: 1300 55 72 72 www.boq.com.au (**the Promoter**).
- 1.2 Information on how to enter and prizes form part of these terms and conditions. If there is any conflict between these terms and conditions and any other published material, these terms and conditions prevail.
- 1.3 By entering the Promotion, participants are deemed to accept these terms and conditions.

### **Dates:**

- 2.1 The Promotion commences on 18 October 2017, at 12:00am AEST and closes on 16 January 2018 at 11:59pm AEST (**Promotion Period**). Entries received by the Promoter after the Promotion Period are ineligible to participate in the prize draw.

### **Eligibility and Participation**

- 3.1 The Promotion is open to Australian residents who (**Eligible Participant**):
  - are aged 18 years or over; and
  - are the named holder of a BOQ Credit Card (being a BOQ Platinum Visa Credit Card, BOQ Blue Visa or MasterCard Credit Card, BOQ Low Rate Visa Credit Card) that is registered with Samsung Pay (**Eligible Card**)
- 3.2 Directors and employees of the Promoter and its agents are ineligible to enter. Any participant whose BOQ Account is overdrawn as at the date of the Prize draw is also deemed ineligible to participate.
- 3.3 To enter the Prize draw, Eligible Participants must, during the Promotion Period, make at least one (1) or more purchase transactions on 'credit', using their Eligible Card with Samsung Pay with any Australian or overseas merchant that accepts payment by Visa or Mastercard credit card using Samsung Pay.

#### **(Eligible Purchase)**

- 3.4 For the avoidance of doubt, balance enquiries and ATM withdrawals are excluded from this Promotion.
- 3.5 An Eligible Purchase made in accordance with clause 3.3 above will automatically result in the Eligible Participant receiving one (1) entry into the Promotion. Multiple entries per cardholder are permitted. All subsequent entries after the first valid entry which is received will be deemed valid.

### **Prize Winners**

- 4.1 The Prize, in accordance with clause 5 below, will be awarded, as follows:
  - 4.1.1 Retail Consumers

The first three (3) Eligible Participants selected from a random electronic selection, taken from the pool of Eligible Purchases received between 18 October 2017 and 16 January 2018 of the Promotion Period (**First Prize Draw**).

## **Prize**

- 5.1 There are 3 Prizes to be given away. These will be drawn consecutively in accordance with clause 4 above.
- 5.2 The Prize Pack for retail consumers is 1 x Samsung Galaxy S8 and 1x Samsung Gear S3 to be distributed in accordance with clause 5.5 below.
- 5.3 Each Prize Pack is valued at AU\$1947.99, and the total value of Prizes awarded for the Promotion is AU\$5843.97.
- 5.4 The Prize will be distributed to the Prize Winner's address linked to the Eligible Card within 7 business days of the Prize Winner responding in the manner and within the timeframe set out in the notification letter provided by BOQ informing them of the fact they are a Prize Winner. Failure to respond as required, or at all, will result in the Prize Winner forfeiting the Prize.
- 5.5 The Prize is not transferable, and is not redeemable for other benefits.
- 5.6 The Promoter is not responsible for any ancillary costs incurred by the Prize Winner relating to entry, promotion or redemption of the Prize.
- 5.7 The Prize is assessable income under current taxation law, and the Bank is required to report details of payments made to the Australian Taxation Office (the ATO). Withholding taxes may be applicable where an account holder is a non-resident, or has chosen not to quote their tax file number. Participants should seek their own independent advice regarding their tax position.
- 5.8 No responsibility is accepted for any variation in the value of the Prize. Any change in the value of Prize between the publishing date and the date the Prize is claimed is not the responsibility of the Promoter. The Promoter accepts no responsibility for any late, lost or misdirected entries.
- 5.9 The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for misadventure, accident, injury or loss claimed as a result of taking the Prize, except for any liability which cannot be excluded by law.

## **Prize Draws**

- 6.1 There will be one prize draw. The First Prize draw will occur on 16 February 2018, at Level 6, 100 Skyring Terrace, Newstead QLD 4006 at 2:00pm AEST.
- 6.2 The Prize Winners will be announced as follows:
  - Following the First Prize Draw, after 5pm AEST on 16 February 2018, via the Promoter's Facebook page and also by phone. Prize Winners of the First Draw will also be notified by ordinary mail, sent out on 19 February 2018, to the address linked to the Prize Winner's BOQ Account; and
  - Names of Prize Winners of the First Prize Draw will be published in 'The Australian' newspaper, in the public notices section on 23 February 2018.
- 6.3 In the event of a Prize Winner, being unable to satisfy these terms and conditions, or forfeiting a Prize, the Promoter will conduct a redraw at Level 6, 100 Skyring Terrace, Newstead QLD 4006 at 2:00pm on 16 May 2018. The winner from any re-draw will be notified by phone and by ordinary mail within 7 days from the re-draw dates. To accept the Prize, re-draw Prize

Winners must respond to the notification in the manner and within the timeframe set out in the notification letter.

- 6.4 In the case that the Prize Winner forfeits their Prize in accordance with clause 5, no other compensation will be provided.

**The Promoters decisions:**

- 7.1 The Promoter reserves the right to refuse to allow the Prize Winner to take part in any or all aspects of a Prize, if the Promoter determines, in its absolute discretion, that the Prize Winner is not in the mental or physical condition necessary to be able to safely participate.
- 7.2 Any and all decisions of the Promoter in relation to any aspects of the Promotion are final and binding on every Eligible Participant that participates in the Promotion, and no correspondence will be entered into.
- 7.3 The Promoter reserves the right to validate and check the authenticity of Eligible Purchases and to disqualify any Eligible Participant for tampering with the Promotion offer process.
- 7.4 The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion.

**The Promoters liability:**

- 8.1 The Promoter and its agents will not be liable for any losses or damages whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained, in connection with the Promotion, competition, the receipt, acceptance or use of the prize or any act or omission (whether negligent or not) of the Promoter or its agents, employees and contractors, except for any liability that cannot be excluded by law.
- 8.2 The Promoter is not responsible for any failure of equipment or programming associated with or utilised in the Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of the Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- 8.3 If for any reason the Promotion is not capable of running as planned due to infection of data by computer viruses, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion or disqualify any individual from participating in the Promotion (or both). Subject to state regulations.
- 8.4 All claims and entries become the property of the Promoter. The Promoter may use personal information for future marketing purposes, unless otherwise advised by the Participant. The Promoter may provide personal information relating to Participants to organisations that assist the Promoter with promotional, marketing and publicity activities. A Participant may access and correct any personal information held by the Promoter, upon request to the Promoter. The Promoter reserves the right to publicise winners' names, addresses and photographs through newsletters, print media, electronic media and broadcasts.

Promotion authorised under NSW Permit No. LTPS/17/16320 ACT Permit No.  
TP17/01469 SA Permit No. T17/1383.