

“BOQ KITCHEN RECRUITMENT” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Entries into the promotion open on 08/07/2019 and close at 11:59pm AEDST on 30/11/2019 (“**Promotional Period**”).
5. To receive an automatic entry into the draw, individuals must register to become a member of the BOQ Online Kitchen forum by completing the following steps during the Promotional Period:
 - Visit www.boqkitchen.com.au;
 - Follow the prompts to the promotion entry page;
 - Input the requested details and submit the fully completed registration form during the Promotional Period.
6. Only one (1) entry is permitted per person.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and 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, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. There will be five (5) draws conducted for this promotion. Subject to the starting and closing time of the Promotional Period, entries close for each draw at 11:59pm on the dates and times specified in the table below. All draws will take place at Bank of Queensland, Level 5, 100 Skyring Terrace Newstead QLD 4006 at 9.30am on the dates specified in the table below. All times indicated are AEST. **Entries in each draw will NOT be entered into any subsequent draws.** Winners will be notified in writing within two (2) business days of the draw and published at www.boqkitchen.com.au from the dates specified in the table below.

Draw	Entries close	Draw date	Publication date
1	31/07/2019	01/08/2019	05/08/2019
2	31/08/2019	02/09/2019	05/09/2019
3	30/09/2019	01/10/2019	03/10/2019
4	31/10/2019	01/11/2019	05/11/2019
5	30/11/2019	02/12/2019	05/12/2019

11. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn in each draw will win one (1) Beats Solo3 Wireless On-Ear Headphones valued at RRP \$248.
14. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
15. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is \$1,240.
17. Prizes are not transferable or exchangeable and cannot be taken as cash.
18. A draw for any unclaimed prizes may take place on 05/03/2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published at www.boqkitchen.com.au from 10/03/2020.
19. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
22. Nothing in these Terms and Conditions 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**"). Except for any liability that cannot by law be

excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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 promotion.

23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
24. Winners should seek their own tax advice in relation to the receipt of the prize.
25. The Promoter collects personal information from all participants in order to conduct the promotion and may for this purpose, disclose such personal information to third parties. The Promoter will use and handle participants personal information as set out in BOQ's Privacy Policy, which can be accessed at <http://www.boq.com.au/privacy.htm>. The Promoter will not disclose personal information to any entity outside of Australia. Entry is conditional on the participant providing their personal information
26. The Promoter is Bank of Queensland (ABN 32 009 656 740) AFSL and Australian Credit Licence No. 244616 of Level 6, 100 Skyring Terrace Newstead QLD 4006, telephone 1300 55 72 72.

NSW Permit No. LTPS/19/36173