

“MT BULLER GIVEAWAY” PROMOTION

TERMS AND CONDITIONS

1. The Promoter of the Promotion is Bank of Queensland Limited ABN 32 009 656 740 of Level 6, 100 Skyring Terrace, Newstead, Brisbane QLD 4006 (Promoter) (BOQ). www.boq.com.au.
2. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. If there is any conflict between these Terms and Conditions and any other published material, these Terms and Conditions will prevail.

PROMOTION PERIOD

3. The Promotion commences at 9am on 21 June 2022 and closes at 5pm on 10 July 2022 (**Promotional Period**). Entries received by the Promoter after the Promotion Period are ineligible to participate in the prize draw.

ELIGIBILITY AND PARTICIPATION

4. Entry is only open to Victorian residents aged 18 years or over (**Eligible Entrant**).
5. 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.
6. During the Promotional Period, the Promoter will upload one promotional post to their Instagram (@bankofqueensland) account encouraging individuals to enter the promotion (**Promotional Post**).
7. To enter the Promotion, an Eligible Entrant must complete the following steps during the Promotional Period:
 - (a) Locate the Promotional Post on the Promoter’s Instagram account;
 - (b) Post a direct comment to the Promotional Post commenting on the question ‘What’s your favourite ski run at Mt Buller and why?’; and
 - (c) Follow the Promoter’s Instagram account (@bankofqueensland).
8. An Eligible Entrant will receive one (1) entry into the Prize draw after they have completed all of the steps in the preceding clause (**Eligible Entry**). Only one (1) entry is permitted per Eligible Entrant. For clarity, if an Eligible Entrant posts a comment to the Promotional Post on the Promoter’s Instagram account, the Eligible Entrant will only be entitled to one (1) entry.
9. The judging will take place at Bank of Queensland commencing on 08/07/2021. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. This is a game of skill and chance plays no part in determining the winner(s). Each entry will be individually judged based on the most creative answer to the question, ‘Which is your favourite ski run at Mt Buller and why?’
10. The Promoter’s decision is final and no correspondence will be entered into.

11. The Promoter reserves the right, at any time, to verify the validity of entries, entrants and winners (including identities, such as a driver's license or passport, age, email address and place of residence) and reserves the right, in its sole discretion, to disqualify any individual or group 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.
12. Incomplete or indecipherable entries will be deemed invalid.
13. 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.

14.

PRIZE

15. There is one prize to be won during the Promotional Period, being a Mt Buller prize pack consisting of:
 - 4 x adult 2-day lift passes (peak weekend) valued at \$1,472
 - 1 x resort entry and overnight parking for 2 nights (peak weekend), valued at \$128
 - Two nights' accommodation at Mt Buller Chalet Hotel & Suites* (maximum value \$900 per night - \$1,800)
 - \$600 Snow Dough voucher**

*Accommodation is subject to availability at the time of booking. In the event the preferred dates for accommodation cannot be secured, the value will be substituted for Snow Dough (\$1800).

**Snow dough voucher is for use at the following Buller Ski Lift venues: ABOM Restaurant, Moosehead Bar, Tirol Cafe, Bull Run Cantina, Spurs Restaurant. Buller Sports, Altitude and Freeride Retail and Rental.

(Prize)

16. The total Prize pool value is AU\$4000.00
17. The Promoter is not responsible or liable for any change in the value of the Prize between the date of the publication of these Terms and Conditions and the date the Prize is claimed.
18. The Prize is not transferable or exchangeable and cannot be taken as cash and is not redeemable for other benefits. The Competition is not available in conjunction with any other offer.
19. If the Prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

LIABILITY

21. The Promoter accepts no responsibility for any late, lost or misdirected entries nor any liability for lost, missing or damaged Prizes (as applicable).
22. The Promoter is not responsible for any ancillary costs incurred by accepting the Prize, entering the Promotion or redemption or use of the Prize.
23. The Promoter accepts no responsibility for the Prize being intercepted fraudulently and used by someone other than the Prize winner.
24. Instagram is in no way responsible for and is held harmless in respect of any loss or damage suffered by an entrant in connection with the Promotion. The Promotion is no way sponsored, endorsed or administered by, or associated with, Instagram.
25. 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.
26. 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**").
27. 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 / taking of the prize.
28. The Promoter, subject to relevant state laws and any written directions from a regulatory authority, reserves the right to cancel, terminate, modify or suspend the Promotion for any reason.
29. If the Promotion is cancelled, terminated, modified or suspended for any reason or the Terms and Conditions are amended, a notice will be published on the BOQ website at www.boq.com.au/mt-buller-competition.

PRIVACY

30. All entries submitted will become property of the Promoter and entries will not be returned.
31. In entering this Promotion, all participants grant to the Promoter a perpetual, irrevocable, royalty-free licence to use, reproduce, modify and communicate any material submitted to the Promoter for any purpose that the Promoter may, at its sole discretion, determine appropriate.
32. In entering this Promotion, all participants consent to the publication of their name and city of origin in any advertisements or articles relating to the Promotion or the Prize and participate in any media releases which may include photographs of the Winner by the Promoter. In entering this Promotion, all participants consent to the use of their names and likeness in this manner.
33. 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>.