

Terms and Conditions: BOQ's First Home Buyers Competition

1. The Promoter of the BOQ's First Home Buyers Competition (**Promotion**) is Bank of Queensland Limited ABN 32 009 656 740 of Level 6, 100 Skyring Terrace, Newstead, Brisbane QLD 4006 (**Promoter**) (**BOQ**). Telephone: 1300 55 72 72 www.boq.com.au.
2. The Promotion commences on 5th February 2018, at 9:00am AEST and closes on 31st March 2018 at 5:00pm AEST (**Promotion Period**). Entries received by the Promoter after the Promotion Period are ineligible to participate in the Promotion.
3. By entering the Promotion, participants are deemed to accept these terms and conditions (**Terms and Conditions**).
4. Information on how to enter and prize details 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 to the extent of any inconsistency.

Eligibility and Participation

5. The Promotion is open to Australian residents who:
 - 5.1 are aged 18 years and over;
 - 5.2 are personal customers; and
 - 5.3 are a first home buyer* who must not have previously owned a residential or investment property in Australia. For joint home loan applicants, neither applicant can have previously owned a residential or investment property in Australia.

(Eligible Person)

*In order to be eligible to claim the Prize, the winner will be asked to provide and must provide to the Promoter within the timeframe provided, evidence to the Promoter's satisfaction, and as relative to the applicable State/Territory, to support the fact that they are a first home buyer (eg. stamped transfer form or settlement statement from the applicant's solicitor/conveyancer evidencing first home buyer's stamp duty exemption).

6. The Promoter reserves the right at its discretion to determine the identity of the Eligible Person if there is a dispute as to the identity of the Eligible Person.
7. Directors and employees (and their immediate families) of the Promoter and its agents are ineligible to enter.
8. To enter the Promotion, an Eligible Person must, during the Promotion Period:
 - 8.1 Submit a new home loan application for a BOQ home loan (Economy, Clear Path, Standard Variable, Home Loan Privileges Package, Fixed Rate Home Loans, Line of Credit, First Start Home Loan) to the value of \$150,000 or over between 5th February 2018 and 31st March 2018 and which, upon obtaining unconditional approval, settles (ie. is funded) on or before 3rd June 2018; and
 - 8.2 Advise BOQ at time of loan application that you are a first home buyer.

(Eligible Entry)

9. An Eligible Person who submits an entry during the Promotion Period in accordance with these Terms and Conditions will receive one (1) entry in the Promotion (**Eligible Entry**). Only one (1) Eligible Entry is permitted per Eligible Person. In the case of joint or multiple borrowers, only one (1) Eligible Entry is permitted per loan application, which entry will be in the name of the main applicant.
10. Each participant who submits an entry (whether or not an Eligible Entry) to the Promotion warrants and agrees that they are fully responsible for entering the Promotion and that the Promoter is not liable in any way in this regard.

11. The Promoter reserves the right, at any time, in its sole and absolute discretion to verify the validity of entries and Eligible Persons (including their identity, age and place of residence) and reserves the right, in its sole discretion to disqualify any Eligible Person 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.

Prizes

12. There is a total of one (1) prize to be given away being one (1) x \$25,000 cash payment deposited into a BOQ transaction account ("**Prize**").
13. Subject to clause 5, the Prize will be deposited into the winner's nominated BOQ transaction account (if not already opened, a BOQ transaction account must be opened in order to claim the Prize) within seven (7) 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.
14. Where the Prize winner is one of joint or multiple applicants/borrowers in the loan application:
 - 14.1 the Promoter will deposit the Prize into the BOQ transaction account of the winner in the first instance or any of the joint applicants/ borrowers;
 - 14.2 payment by the Promoter of the Prize to this BOQ transaction account will satisfy the Promoter's obligation to pay the Prize; and
 - 14.3 the Promoter will not be held responsible for or liable to any joint or multiple applicant/ borrower as to the ownership or distribution of the Prize once it has been so deposited.

Prize Draw

15. There will be one (1) x Prize draw which will take place at the Promoter's office, Level 6, 100 Skyring Terrace, Newstead QLD 4006 on at 10am AEST on Monday 11th June 2018.
16. The winner will be the first valid and Eligible Entry drawn by electronic random selection from the cumulative pool of Eligible Entries. For the avoidance of doubt, all valid and Eligible Entries will be entered into the draw at the conclusion of the Promotion Period.
17. Any participant who is not a first home buyer as at the date of the Prize draw, or who fails to satisfy the eligibility criteria set out in clause 5 within the timeframe provided, is deemed ineligible to win the Prize.
18. The Prize winner will be notified on the day of the respective Prize draw by phone and published on the Promoter's Facebook page. Prize winners will also be notified by ordinary mail, sent out within two (2) business days from the Prize draw date, to their nominated address.
19. The name of the Prize winner will also be published in 'The Australian' newspaper, in the public notices section on Friday 15th June 2018.
20. Subject to clause 24, if for any reason the Prize winner does not take / redeem the Prize by the time stipulated by the Promoter, then the Prize will be forfeited.
21. If 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.
22. Total prize pool value is \$25,000.
23. If any Prize is unclaimed or forfeited, the winner is disqualified for any reason or the Prize winner is unable to satisfy these Terms and Conditions, the Promoter will conduct a redraw at Level 6,

100 Skyring Terrace Newstead 4006 on Monday 25th June 2018 at 10am AEST. The re-draw Prize winner, if any, will be announced and notified on the day of the respective re-draw by phone and via the Promoter's Facebook page. The re-draw Prize winner will also be notified by ordinary mail, sent out within two (2) business days of the re-draw date, to their nominated address and their names will also be published in 'The Australian' newspaper in the public notices section on Friday 29th June 2018. To accept the Prize, the re-draw Prize winner must respond to the notification in the manner and within the timeframe set out in the notification letter.

- 24. In the case that the Prize winner forfeits their Prize in accordance with clause 13, no other compensation will be provided.
- 25. The Promoter accepts no responsibility for any late, lost or misdirected entries.
- 26. The Prize, or any unused portion of a Prize, is not transferable, exchangeable and cannot be taken as cash by any other means or redeemed for other benefits.
- 27. The Promoter is not responsible for any ancillary costs incurred by accepting the Prize, entering the Promotion or redemption of the Prize.
- 28. Any and all decisions of the Promoter in relation to any aspects of the Promotion are final and binding on every Eligible Person and no correspondence will be entered into by the Promoter.

Taxation

- 29. The winner should seek their own independent advice regarding their tax position.

The Promoter liability

- 30. 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, 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.
- 31. 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 applications or entries.
- 32. The Promoter and its agencies do not accept liability for any error or omission that may result in an Eligible Entry not participating in the prize draw.
- 33. 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 disqualify any individual from participating in this Promotion, and subject to any written directions from a regulatory authority, cancel, withdraw, terminate, modify or suspend the Promotion.
- 34. 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 or services, distributed and/or supplied by the Promoter.

35. The Promoter collects personal information ("**PI**") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, a statement of which can be viewed at http://www.boq.com.au/uploadedFiles/BOQ_Finance_Micro_Site/BOQFinance_2015/Site_tools/PrivacyStatement-21112014.pdf. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Promoter may disclose entrants' personal information overseas – see a statement of the Promoter's Privacy Policy for details. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.
36. Promotion authorised under NSW Permit No. **LTPS/17/20793** SA Permit No. **T17/2455** and ACT Permit No. **TP17/02644**