

## **BOQ KITCHEN 'CUSTOMER SIGN UP' PROMOTION TERMS AND CONDITIONS**

### **BACKGROUND**

1. The Promoter of the BOQ Kitchen 'Customer Sign Up' (**Promotion**) is Bank of Queensland Limited ABN 32 009 656 740 (BOQ) AFSL and Australian Credit Licence No 244616 of Level 6, 100 Skyring Terrace, Newstead, Brisbane QLD 4006 (**Promoter**) (**BOQ**) [www.boq.com.au](http://www.boq.com.au).
2. Information on how to enter and the 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 will prevail.
3. By entering the Promotion, participants are deemed to accept these Terms and Conditions.

### **PROMOTION PERIOD**

4. The Promotion commences on Monday, 12 September 2022 at 10:00am AEST and closes on Thursday, 1 December 2022 at 5pm AEST (**Promotion Period**). Entries received by the Promoter after the Promotion Period are ineligible to participate in the prize draw.

### **ELIGIBILITY AND PARTICIPATION**

5. The Promotion is open to BOQ Retail Customers who are Australian residents aged 18 years and over who sign up to be part of the BOQ Kitchen during the Promotion Period (**Eligible Person**). Non BOQ Retail Customers including BOQB, BOQS, ME, and VMA customers will not be eligible.
6. Directors, employees and agents of the Promoter (and their immediate family members) are ineligible to enter the Promotion.
7. To enter the Promotion, Eligible Persons must, during the Promotion Period, fully complete and submit an online BOQ Kitchen sign up survey, which is accessible via the BOQ Kitchen website (<https://www.boq.com.au/help-and-support/boq-kitchen>). Participants are responsible for ensuring all details submitted are correct and accurate.
8. Eligible Persons will receive one (1) entry into the Prize draw after they have fully completed and submitted the online sign up survey form during the Promotion Period in accordance with these terms and conditions (**Eligible Entry**). An entry will be deemed to be received by the Promoter only when received in the Promoter's database. Only one (1) Eligible Entry is permitted per Eligible Person.
9. Incomplete, indecipherable or rejected entries will be deemed invalid.
10. 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. 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.
11. Each Eligible Person warrants and agrees that:
  - a) they will not submit any survey that is unlawful or fraudulent, is in breach of any intellectual property, privacy, publicity or other rights, or is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening or objectionable with respect to race, religion, origin or gender; and
  - b) they will obtain prior consent from any person who is mentioned or pictured in their survey or whose property is mentioned or pictured in their survey.

## **PRIZE**

12. There are three (3) prizes to be won during the Promotion Period, each prize being one (1) prepaid \$500.00 VISA gift card (**Prize**). Total prize pool is valued at \$1,500.
13. 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.
14. The Prize is not transferable or exchangeable and cannot be taken as cash and is not redeemable for other benefits. Prize Winners are not eligible to win more than one Prize. The Competition is not available in conjunction with any other offer.
15. If any 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.

## **PRIZE DRAW**

16. There will be one (1) Prize Draw to determine the three (3) prize winners, who will each receive one (1) Prize. The Prize Draw will take place at BOQ Village located at Level 6, 100 Skyring Terrace, Newstead, Brisbane QLD 4006 at 12:00pm AEST on 7 December 2022.
17. The Prize Winners for the Prize Draw will be the first three (3) valid and Eligible Entries drawn by electronic random selection from the cumulative pool of Eligible Entries (**Prize Winners**).
18. The Prize winners will be notified by telephone and by email to their nominated email address, within two (2) business days from the date of the Prize Draw. The Prize Winners' name will be published on 7 December 2022 on the BOQ Kitchen website. To accept the Prize, the Prize Winners must respond to the notification in the manner and within the timeframe set out in the notification 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.
19. If any Prize is unclaimed or forfeited, any winner is disqualified for any reason or any Prize Winner is unable to satisfy these Terms and Conditions, the Promoter will conduct a redraw from all remaining Eligible Entries at the location noted in clause 16 on 17 February 2023 at 12pm AEST. The redraw Prize winner, if any, will be notified on the day of the Prize redraw by telephone. The Prize winner will also be notified by email, sent within two (2) business days from the date of the Prize redraw, to their nominated email address. Any redrawn Prize winner's name will be published on 17 February 2023 on BOQ Kitchen website. To accept the Prize, the redraw Prize winner, if any, must respond to the notification in the manner and within the timeframe set out in the notification 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.
20. Subject to clause 19, if for any reason a Prize winner does not redeem the Prize by the time stipulated by the Promoter, then the Prize will be forfeited. No compensation will be provided if a Prize is not taken or otherwise forfeited.
21. Redemption and use of the Prize is subject to any terms and conditions of the issuer including those specified on the Prize. The expiry date, if any, of the Prize will be noted on the Prize itself.
22. Any and all decisions of the Promoter in relation to any aspects of the Promotion are final and binding on every participant and no correspondence will be entered into by the Promoter.

## **LIABILITY**

23. The Promoter accepts no responsibility for any late, lost or misdirected entries nor any liability for lost, missing or damaged Prizes (as applicable).
24. The Promoter is not responsible for any ancillary costs incurred by accepting the Prize, entering the Promotion or redemption or use of the Prize.

25. The Promoter accepts no responsibility for the Prize being intercepted fraudulently and used by someone other than the Prize winner.
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 the Promotion and/or: (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) taking of the prize.
28. If for any reason the Promoter determines in good faith and its sole discretion that this Promotion is not capable of running as planned, including but not limited to events such as computer bugs or viruses, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond control of the Promoter, which might corrupt or affect the administration, security, fairness, integrity or proper control of this Promotion, the Promoter reserves the right to its sole discretion to disqualify any individual who tampers with the entry process and/or to cancel, terminate, modify or suspend the Promotion as appropriate.
29. 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.
30. 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 Promoter's Facebook page and on the BOQ website at <http://boq.com.au/termsandconditions.htm>

## **PRIVACY**

31. All entries submitted will become property of the Promoter and entries will not be returned.
32. 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.
33. 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.
34. 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>.

## **GENERAL**

35. The Promoter accepts no responsibility for any tax implications associated with this Promotion and all participants, including the Prize winner, must seek their own independent financial advice in regards to the tax implications relating to the Prize or acceptance of the Prize.
36. This information has been prepared without taking into account your objectives, financial situation or needs. You should consider if it is appropriate for you and read the Terms and Conditions available at [boq.com.au/termsconditions.htm](http://boq.com.au/termsconditions.htm).