

## **BOQ CREDIT CARD EXPERIENCE SURVEY PROMOTION TERMS AND CONDITIONS**

### **BACKGROUND**

1. The Promoter of the BOQ Experience Research Survey Promotion (**Promotion**) is Bank of Queensland, a division of Bank of Queensland Limited ABN 32 009 656 740 (BOQ) of Level 6, 100 Skyring Terrace, Newstead, Brisbane QLD 4006 (**Promoter**) [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 9<sup>th</sup> October 2023 at 12:00PM AEST and closes on 27<sup>th</sup> October 2023 at 5:00PM 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 above who receive, complete and submit the BOQ Customer Experience Research survey during the Promotion Period (**Eligible Person**). Non-BOQ Retail Customers including BOQ Business, BOQ Specialist, Virgin Money Australia, and ME Bank customers will not be eligible.
6. Directors, employees and agents of the Promoter (and their immediate family members) are ineligible to enter the Promotion. 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, sibling, step-brother, step-sister, step-sibling or first cousin.
7. To enter the Promotion, Eligible Persons must, during the Promotion Period, fully complete and submit an online BOQ Customer Experience Research Survey, which is accessible through a link emailed to the Eligible Person. Eligible Persons are responsible for ensuring all details submitted are correct and accurate. Only complete surveys submitted via the survey link will be accepted.
8. Eligible Persons will receive one (1) entry into the Prize draw after they have fully completed and submitted the online survey 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.
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 four (4) prizes to be won at the Prize Draw during the Promotion Period, each prize being one (1) e-gift card valued at AU\$500 (**Prize**). Total prize pool is valued at AU\$2,000.
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 Prize Draw to determine the 4 prize winners, who will each receive 1 Prize. The Prize Draw will take place at BOQ Village located at Level 5, 100 Skyring Terrace, Newstead, Brisbane QLD 4006 at 2:00PM AEST on Tuesday 30th October 2023.
17. This is a game of chance. The Prize Winners will be the first 4 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 email to their nominated email address, within two (2) business days from the date of the Prize Draw. 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 the Promoter 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. A draw for any unclaimed or forfeited prizes may take place on 6<sup>th</sup> November at the same time and place as the original draw. A redrawn Prize Winner, if any, will be notified by email, sent within two (2) business days from the date of the Prize redraw, to their nominated email address. To accept the Prize, the redrawn Prize Winner, if any, must respond to the notification in the manner and within the timeframe set out in the notification provided by the Promoter 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 the unclaimed Prize Draw clause, if for any reason a winner does not take 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 website at <https://www.boq.com.au/>

## **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 the Promoter's Privacy Policy which can be accessed at <http://www.boq.com.au/privacy.html>.

## **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 regard to the tax implications relating to the Prize or acceptance of the Prize.