

## **BOQ Visa Debit Card & Mobile Wallet Incentive Promotion Terms and Conditions**

1. The Promoter of the BOQ Visa Debit Card & Mobile Wallet Incentive Promotion (**Promotion**) is Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence No 244616 (**BOQ**) of Level 6, 100 Skyring Terrace, Newstead, Brisbane QLD 4006 (**Promoter**). Telephone: 1300 55 72 72 [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. To the extent that these terms and conditions conflict with any other published material, these terms and conditions will prevail.

### **Promotion Period**

4. The Promotion commences on 8 November 2021 at 9:00am AEST and closes on 5 December 2021 at 11:59pm AEST (**Promotion Period**). Entries received by the Promoter after the Promotion Period are ineligible to participate in the Prize Draw and Promotion.

### **Eligibility & Participation**

5. The Promotion is open to Australian residents who are aged 18 years or over and who hold a BOQ bank account, which is linked to one or more personal BOQ Visa Debit Card(s) and is provisioned to an eligible Digital Wallet (eligible Digital Wallets include Apple Pay, Google Pay and Samsung Pay) during the Promotion Period (**Eligible Participant**). BOQ credit cards, business Debit Cards and BOQ business accounts (including non-personal accounts) are ineligible to enter the Promotion.
6. Directors, employees and agents (including the immediate family members of a Director, employee or agent) of the Promoter and its agents are ineligible to enter the Promotion.
7. Any participant whose account linked to their BOQ Visa Debit Card is overdrawn as at the date of the Prize Draw is also deemed ineligible to enter the Promotion.

### **Eligible Entry**

8. To enter the Promotion, an Eligible Participant (or any user authorised to transact on an Eligible Participant's BOQ bank account) must make an Eligible Transaction via an eligible Digital Wallet using their BOQ Visa Debit Card(s) (whether on one or multiple BOQ Visa Debit Card(s) which are linked to the Eligible Participant's BOQ bank account) during the Promotion Period (**Eligible Entry**).
9. An Eligible Participant will automatically receive one (1) entry into the Promotion if they comply with clause 8.
10. An Eligible Participant who complies with these terms and conditions can receive an uncapped number of Eligible Entries within the Promotion Period for each personal BOQ bank account linked to a BOQ Visa Debit Card that they hold.
11. Eligible Transactions are defined as any debit transaction made by an Eligible Participant (or any user authorised to transact on an Eligible Participant's BOQ bank account) using their personal BOQ Visa Debit Card such as settled Visa Debit Card purchases and online purchases only while using an eligible Digital Wallet. These transactions must be settled (not at 'pending status') within the Promotion Period to qualify for entry in the Prize Draw.
12. The Promoter reserves the right, at any time, in its sole and absolute discretion to verify the validity of

entries and Eligible Participants (including their identity, age and place of residence) and reserves the right, in its sole discretion to disqualify any Eligible Participant 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.

13. If there is a dispute about the identity of an Eligible Participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Participant.

### **Prizes**

14. There are a total of twenty (20) prizes to be won during the Promotion Period, with each Prize consisting of a \$5,000.00 cash payment to be deposited directly into each Prize Winner's nominated BOQ bank account (**Prize**). The total Prize pool is \$100,000.00.

15. The Prizes are not transferable or exchangeable, and are not redeemable for other benefits.

### **Prize Draw**

16. There will be one (1) Prize Draw to determine the 20 winners of the Prizes. The Prize Draw will take place at the Promoter's office at Level 5, 100 Skyring Terrace, Newstead QLD 4006 at 10am AEST on Wednesday, 10 December 2021.

17. There will be a total of 20 winners during the Prize Draw (**Prize Winners**). The Prize Winners will be the first 20 valid and Eligible Entries drawn by electronic random selection from the cumulative pool of Eligible Entries on the Prize Draw date (outlined in the preceding clause).

18. The Prizes will be awarded to the Prize Winners who are the account holder of the BOQ bank account on which the Eligible Entry was made. This means that an authorised user, including a power of attorney and/or an authorised signatory, will be ineligible to win a Prize. In the case of a Prize Winner who is a joint account holder with another person/s, only one Prize will be awarded jointly to the Prize Winner and the joint account holder.

19. Prize Winners are not eligible to win more than one (1) Prize. (South Australian residents are eligible to win more than once).

20. The Prize Winners will be announced via the Promoter's Facebook page on the day of the Prize Draw (for the date of the Prize Draw see clause 16). The Prize Winners will also be notified by phone and by email to their nominated email address within 2 business days of the Prize Draw. Names of the Prize Winners will also be published in the public notices section of 'The Australian' newspaper within 14 days of the Prize Draw. To accept a Prize, Prize Winners must respond to the notification in the manner and within the time frame 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.

21. If any Prize is unclaimed or forfeited, or a Prize Winner is disqualified for any reason or a Prize Winner is unable to satisfy these terms and conditions, the Promoter will conduct a redraw from all remaining entries at Level 5, 100 Skyring Terrace, Newstead QLD 4006 by 5pm AEST on Friday, 11 March 2022.

22. The redrawn Prize Winners, if any, will be announced via the Promoter's Facebook page on the day of the redraw. The redrawn Prize Winners will also be notified by phone and email within two business days from the redraw date. Names of the redrawn Prize Winners will also be published in the public notices section of 'The Australian' newspaper within 14 days of the Prize Redraw (if applicable). To accept the Prize, redrawn Prize Winners must respond to the notification email in the manner set out in the notification email and claim the Prize within 3 months of the notification email. Failure to claim a Prize within 3 months of the notification email, will result in the Prize Winner forfeiting the Prize.

23. In the case that a Prize Winner forfeits their Prize or is disqualified from the Promotion, no other compensation will be provided.
24. All decisions of the Promoter in relation to any aspects of the Promotion are final and binding on every Eligible Participant and no correspondence will be entered into by the Promoter.

### **Liability**

25. The Promoter accepts no responsibility for any late, lost or misdirected entries nor any liability for lost, missing or damaged Prizes (as applicable).
26. The Promoter is not responsible for any ancillary costs incurred by accepting the Prize, entering the Promotion or redemption or use of the Prize.
27. The Promoter accepts no responsibility for the Prize being intercepted fraudulently and used by someone other than the Prize winner.
28. It is the responsibility of each Eligible Participant to ensure their address, email address, telephone number and other contact details are correct, accurate and up to date with the Promoter.
29. 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**").
30. 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.
31. The Promoter (including its respective officers, employees and agents) accepts no liability for any event, circumstances, loss or expense arising from this Promotion or the taking or use of the Prize by the Eligible Participant or any other person.
32. 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 the fullest extent permitted by law to (a) cancel, terminate, modify or suspend the Promotion, subject to relevant state laws and any written directions from a regulatory authority; or (b) or disqualify any individual from participating in the Promotion (or both).
33. 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 other reason.
34. 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

### **Privacy**

37. All entries become the property of the Promoter and will not be returned.

38. 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.
39. 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 Prize Winner/s by the Promoter. In entering this Promotion, all participants consent to the use of their names and likeness in this manner.
40. 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**

41. Apple, Google and Samsung are held harmless in respect of any loss or damage suffered by an entrant in connection with the Promotion. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Apple, Google or Samsung.
42. Apple Pay is a trademark of Apple Inc., registered in the U.S. and other countries. Google Pay is a trademark of Google LLC. Samsung Pay is a trademark of Samsung Electronics Co., Ltd.
43. The Prize is assessable income under current taxation law, and the Bank is required to report details of payments made to the Australian Taxation Office. Withholding taxes may be applicable where an account holder is a non-resident, or has chosen not to quote their tax file number. Prize winners should seek their own independent advice in relation to any taxation implications associated with winning the Prize.
44. This information has been prepared without taking into account your objectives, financial situation or needs. You should consider the Terms and Conditions and Target Market Determinations which are available at any BOQ branch or BOQ's website before deciding if these products are appropriate for you.
45. Eligible Participants should read the terms and conditions and guide to fees and charges associated with their BOQ Visa Debit Card and Digital Wallet before participating in the Promotion.
46. Promotion authorised under NSW Permit No. TP/01411. SA Permit No. T21/1667. ACT Permit No. TP 21/01847.