

## “MOTHER’S DAY 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](http://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 6 May 2022 and closes at 5pm on 12 May 2022 (**Promotional Period**). Entries received by the Promoter after the Promotional Period are ineligible to participate in the prize draw.

### ELIGIBILITY AND PARTICIPATION

4. Entry is only open to Australian 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 1<sup>st</sup> 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 is the smartest advice mum ever gave you?’; and
  - (c) Like 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. Entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the Eligible Entrant.
9. 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. 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.

10. Incomplete or indecipherable entries will be deemed invalid.
11. 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.
12. Each Eligible Entrant 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**

13. There is one (1) prize to be won during the Promotional Period, being a gift card pack consisting of:
  1. 2 x \$250 endota spa E-Gift Cards (\$500 total)
  2. 2 x \$500 Myer E-Gift Cards (\$1,000 total)

### **(Prize)**

14. The total Prize pool value is AU\$1,500.00
15. 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.
16. 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.
17. 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.
18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

## **PRIZE DRAW**

19. There will be one Prize draw to determine the winner of the Prize. The Prize draw will take place at the Promoter's offices at Level 5, 100 Skyring Terrace, Newstead QLD 4006 on 12 May 2022 at 5pm.

20. There will be one (1) winner for the Prize Draw. The winner for the Prize Draw will be the first valid and Eligible Entry drawn by electronic random selection from the cumulative pool of Eligible Entries (**Prize Winner**).
21. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The Prize Winner will be notified by Instagram direct message on the same night as the draw and their name will be published on the Promoter's Instagram accounts on 13 May 2022. To accept the Prize, the Prize winner 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.
22. A draw for any unclaimed prizes may take place on 15 August 2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. A redrawn Prize Winner, if any, will be notified by Instagram direct message on the same night as the draw and their name will be published on the Promoter's Instagram accounts on 15 August 2022. 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.
23. Subject to the unclaimed Prize Draw clause, if for any reason a winner does not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited. No compensation will be provided if a Prize is not taken or otherwise forfeited.
24. 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.
25. The Promoter's decision is final and no correspondence will be entered into.

## **LIABILITY**

26. The Promoter accepts no responsibility for any late, lost or misdirected entries nor any liability for lost, missing or damaged Prizes (as applicable).
27. The Promoter is not responsible for any ancillary costs incurred by accepting the Prize, entering the Promotion or redemption or use of the Prize.
28. The Promoter accepts no responsibility for the Prize being intercepted fraudulently and used by someone other than the Prize winner.
29. 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.
30. 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.

31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
32. 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**").
33. 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.
34. 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.
35. 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/boq-mothers-day-terms-conditions](http://www.boq.com.au/boq-mothers-day-terms-conditions).
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## **PRIVACY**

37. All entries submitted will become property of the Promoter and entries 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 Winner 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. 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.
42. 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 [www.boq.com.au/boq-mothers-day-terms-conditions](http://www.boq.com.au/boq-mothers-day-terms-conditions).