

BOQ/ VISA Falls Festival Promotion Terms and Conditions

1. Background

- 1.1. The Promoter of the BOQ Falls Festival Promotion (“**Promotion**”) is Bank of Queensland Limited (ABN 30 009 656 740) of Level 6, 100 Skyring Terrace, Newstead, Queensland, 4006 (“**BOQ**”) (“**Promoter**”).
- 1.2. 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.
- 1.3. By entering the Promotion, participants are deemed to accept these Terms and Conditions.

2. Promotion Period

- 2.1. The Promotion commences on 01/11/2018 at 12:00pm AEST and closes on 02/12/2018 at 11:59pm AEST (“**Promotional Period**”). Entries received by the Promoter after the Promotional Period are ineligible to participate in the prize draw.

3. Eligibility and Participation

- 3.1. The Promotion is open to Australian residents who are aged 18 years or over and open a Day2Day Plus Account® during the Promotional Period or must be an account holder of an existing BOQ transaction account, this includes Day2Day Plus Account® (but may be a signatory only on another BOQ transaction account). (“**Eligible Participant**”).
- 3.2. Directors, employees and agents (including the immediate family members of a Director, employee or agent) of the Promoter are ineligible to enter the Promotion.

4. Eligible Entry

- 4.1. To enter the Promotion, Eligible Participants must open or have a Day2Day Plus Account® during the Promotional Period; and must during the Promotional Period register online by visiting <https://www.boq.com.au/visa-competition> and input the requested details including full name, valid email address, date of birth and BOQ Customer Access Number and fully completing their registration during the Promotional Period ; and must then make a transaction of any amount with their BOQ Visa Debit card that is linked to their Day2Day Plus Account® during the Promotional Period (“**Qualifying Transaction**”).
- 4.1 Registered individuals will receive one (1) entry for every separate Qualifying Transaction made during the Promotional Period.
- 4.2 The Promoter reserves the right, in its sole and absolute discretion, to verify the validity of entries and to disqualify any entrant who tampers with the entry process and to reject any entry that is not in accordance with these Terms and Conditions.

5 The Prize

- 5.1 There are four (4) VIP Falls Festival Tickets (inclusive of a three (3) day camping ticket for one (1) person) to the value of \$487.53 each and \$500.00 spending money (which will be deposited into the winner’s Day2Day 2 Plus Account®) available to be won (“**Prize**”). Total value of each Prize is \$987.53. Total Prize pool value is \$3950.12.
- 5.2 The Prize is not transferable, and is not redeemable for other benefits.

- 5.3 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.
- 5.4 Prizes consist of tickets and spending money only, winners will be responsible for making their own travel arrangements to and from the Falls Festival and obtaining any necessary camping equipment.

6 The Prize Draw

- 6.1 There will be one (1) Prize Draw. The Prize Draw will take place at Level 6, 100 Skyring Terrace, Newstead QLD 4006 at 10:30am AEST on 03/12/2018.
- 6.2 There will be four (4) winners for this Prize Draw. The winners for the Prize Draw will be the first four (4) valid and Eligible Entries drawn by electronic random selection from the cumulative pool of Eligible Entries.
- 6.3 Prize winners are not eligible for more than one (1) Prize.
- 6.4 The Prize winners will be notified on the day of the Prize Draw by phone and published on the Promoter's Facebook page on the same day. Prize winners will also be notified by ordinary mail, sent out within two (2) business days from the respective Prize Draw, to their nominated address. To accept the Prize, 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.
- 6.5 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 from all remaining entries at the location noted in clause 6.1 on 17/12/2018 at 10:30am AEST. Any Prize winner will be notified on the day of the Prize Draw by phone and published on the Promoter's Facebook page on the same day, and will also be notified by ordinary mail, sent out within two (2) business days, to their nominated address.
- 6.6 Subject to clause 6.4, if for any reason a Prize winner does not redeem a Prize by the time stipulated by the Promoter, then the Prize will be forfeited.
- 6.7 Redemption of the Prize is subject to any terms and conditions of the issuer including those specified on the Prize.
- 6.8 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.

7 Liability

- 7.1 The Promoter accepts no responsibility for any late, lost or misdirected entries nor any liability for lost, missing or damaged Prizes (as applicable).
- 7.2 The Promoter is not responsible for any ancillary costs incurred by accepting the Prize, entering the Promotion or redemption of the Prize.
- 7.3 The Promoter accepts no responsibility for any Prize being intercepted fraudulently and used by someone other than the Eligible Participant.

- 7.4 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.
- 7.5 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, as appropriate.
- 7.6 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>.
- 7.7 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**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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.
- 7.8 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) taking of the prize.

8 Use of Entries and Privacy

- 8.1 All entries submitted will become property of the Promoter and entries will not be returned.
- 8.2 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.
- 8.3 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.
- 8.4 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>. The Promoter will not disclose PI to any entity outside of Australia.

9 General

- 9.1 The Prize is assessable income under current taxation law, and BOQ is required to report details of the Prize to the Australian Taxation Office (**ATO**). Withholding taxes may be applicable where an accountholder is a non-resident, or has chosen not to quote their tax file number. Participants should seek their own independent advice regarding their tax position. No responsibility is accepted for any variation in the value of the Prize. Any change in the value of Prize between the publishing date and the date the Prize is claimed is not the responsibility of the Promoter.
- 9.2 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.

Promotion authorised under NSW Permit No. **LTPS/18/29300** ACT Permit No. **TP18/02131**