

# **BOQ Specialist 2021 Student Competition** ("Competition")

# **Terms & Conditions**

# **BACKGROUND**

- 1. The promoter of the Competition is BOQ Specialist, a division of Bank of Queensland Limited ABN 32 009 656 740 of Level 22, The Chifley Tower, 2 Chifley Square, Sydney NSW 2000 (**Promoter**).
- 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 Competition, participants are deemed to accept these Terms and Conditions.

# **COMPETITION PERIOD**

4. The Competition commences at 10:00am AEST on Thursday 1 July 2021 and closes at 11:59pm AEST on Saturday 31 July 2021 (**Competition Period**). Entries received by the Promoter after the Competition Period are ineligible for the prize draw.

# **ELIGIBILITY AND PARTICIPATION**

- 5. Entry to the Competition is open to Australian residents, enrolled in 2021 in a medical, dental or veterinary degree at a recognised Australian university (Eligible Participant). Proof of enrolment may be requested for proof of entry qualification.
- 6. Directors, employees and agents (including the immediate family members of a Director, employee or agent) of the Promoter are ineligible to enter the Competition.
- 7. To enter the Competition, an Eligible Participant must, during the Competition Period:
  - 'Like' the 'Pulse by BOQ Specialist' Facebook page;
  - Complete and submit the Competition entry form on the Competition page;
  - Input all requested details. Only complete entries will be accepted;
  - Ensure the information provided is accurate. This is the responsibility of the Eligible Applicant. Incomplete, indecipherable or rejected entries will be deemed invalid; and
  - Abide by the Terms and Conditions of the Competition as determined by BOQ Specialist.
- 8. An Eligible Participant who submits an entry during the Competition Period in accordance with these Terms and Conditions will receive one (1) entry into the Competition (Eligible Entry). Eligible Entries are deemed to be entered into the Competition at the time of receipt by the Promoter. Only one entry per Eligible Participant is permitted.

9. The Promoter reserves the right, in its sole and absolute discretion, to verify the validity of entries and the identity of participants (including age, university details and place of residence), to disqualify any entrant who tampers with the entry process or engages in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion and to reject any entry that is not in accordance with these Terms and Conditions. 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.

#### THE PRIZE

- 10. Eligible Participants who submit an Eligible Entry will go in the draw to win one of eight R.M.Williams Gift Cards to the value of \$600 each (**Prize**). Total Prize pool value of \$4,800.
- 11. 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/s is claimed.
- 12. Prizes are 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.
- 13. 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

- 14. This is a game of chance. There will be eight winners for this Prize draw. The Prize winners will be the first eight valid and Eligible Entries drawn manually via random selection from the cumulative pool of all Eligible Entries received by the Promoter. The first eight valid and Eligible Entries drawn will each win one of eight R.M.Williams Gift Cards. Prize winners are not eligible to win more than one Prize.
- 15. There will be one (1) Prize draw. The Prize Draw schedule is as follows:
  - Winners will be drawn at 10:00am AEST on Monday 2 August 2021 at BOQ
     Specialist, Level 22, The Chifley Tower, 2 Chifley Square, Sydney NSW 2000.
  - Winners will be notified by telephone and email by Friday 6 August 2021. All
    Prize winners' names will be published in The Australian newspaper and on the
    'Pulse by BOQ Specialist' Facebook page on Monday 16 August 2021.
  - If a Prize is unclaimed or forfeited, a Prize winner is disqualified for any reason or a Prize winner is unable to satisfy these Terms and Conditions, then the unclaimed or forfeited Prize/s will be redrawn from all remaining Eligible Entries at 10:00am AEST on Monday 8 November 2021 at BOQ Specialist, Level 22, The Chifley Tower, 2 Chifley Square, Sydney NSW 2000.
  - Redrawn winners will be notified by telephone and email by Friday 12 November 2021.
  - Redrawn Prize winners' names will be published in The Australian newspaper and on the 'Pulse by BOQ Specialist' Facebook page on Monday 29 November 2021.

- 16. 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 Specialist informing them of the fact they are a Prize winner. If for any reason a Prize winner does not take/redeem a Prize at/by the time stipulated by the Promoter, or fails to respond to the Promoter as required or at all, then the Prize will be forfeited. No compensation will be offered if a Prize is not taken or is otherwise forfeited.
  - 17. Redemption and use of the Prize is subject to any Terms and Conditions of the issuer including those specified on the Prize by R.M.Williams. R.M.Williams is not a participant in, or promoter or sponsor of this Competition. R.M.Williams Gift Card Terms and Conditions apply to the use of R.M.Williams Gift Cards. These are available at: https://www.rmwilliams.com.au/terms-and-conditions/terms\_conditions.html?lang=en\_AU#gift%20cards.
- 18. Any and all decisions of the Promoter in relation to the Competition are final and no correspondence will be entered into.

#### LIABILITY

- 19. The Promoter accepts no responsibility for any late, lost or misdirected entries nor any liability for lost, missing or damaged Prizes (as applicable).
- 20. The Promoter is not responsible for any ancillary costs incurred by accepting the Prize, entering the Competition or redemption of the Prize.
- 21. 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").
- 22. 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 Competition 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.
- 23. The Promoter accepts no responsibility or liability for the Prize being intercepted fraudulently and being used by someone other than the Prize winners.
- 24. If for any reason the Promoter determines in good faith and its sole discretion that this Competition 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 Competition, the Promoter reserves the right to its sole discretion to disqualify any individual who tampers with the entry process, and to cancel,

terminate, modify or suspend the Competition as appropriate subject to any written directions from a regulatory authority.

- 25. The Promoter, subject to relevant laws and any written directions from a regulatory authority, reserves the right to cancel, terminate, modify or suspend the Competition for any other reason.
- 26. If the Competition 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 Specialist website.
- 27. Facebook 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 Competition. The Competition is no way sponsored, endorsed or administered by, or associated with, Facebook.

## **PRIVACY**

- 28. All entries submitted will become property of the Promoter and entries will not be returned.
- 29. In entering this Competition, 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.
- 30. In entering this Competition, all participants consent to the publication of their name and city of origin in any advertisements or articles relating to the Competition or the Prize and participate in any media releases which may include photographs of the Winner by the Promoter. In entering this Competition, all participants consent to the use of their names and likeliness in this manner.
- 31. The personal information you provide will be collected and may be used by BOQ Specialist and its associated companies for any promotional, marketing and research purposes. By entering the Competition, entrants consent to the use of their personal information as described in these Terms and Conditions. Entrants may access, change and/or update their personal information and obtain a copy of BOQ Specialist's privacy policy, or opt of out receiving marketing material, by contacting us during office hours on 1300 160 160 Australia wide or banking@boqspecialist.com.au

## **GENERAL**

- 32. Participants should seek independent advice in relation to tax implications in respect of the Prize.
  - 33. Authorised under permit numbers:

ACT: TP 21/00911