

## **BOQ Specialist ADX Sydney Competition**

### **Terms & Conditions:**

#### **BACKGROUND**

1. This competition (**Competition**) is promoted by BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence number 244616 (**the 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 opens at 10:00am AEDT on Thursday 21 March 2024 and closes at 6:00pm AEST on Saturday 23 March 2024 (**Competition Period**). Entries received by the Promoter after the Competition Period will be ineligible for the prize draw.

#### **ELIGIBILITY PARTICIPATION**

5. Entry is open only to Australian residents, over the age of 18, who are registered dentists in Australia and who register and attend ADX Sydney held at the ICC Sydney, New South Wales between Thursday 21 March 2024 and Saturday 23 March 2024 (**Eligible Participant**).
6. Directors, employees and agents (including the immediate family members of a Director, employee or agent) of the Promoter and dental suppliers of dental goods and services to Australian registered dentists are ineligible to enter the Competition.
7. To enter the Competition and be entered into the Prize Draw, an Eligible Participant must complete and submit one (1) entry form at the BOQ Specialist stand at ADX Sydney (**Eligible Entry**). Only one (1) entry per Eligible Participant is permitted. The entry form must be completed in full and must set out the entrant's full name, email, contact number, occupation and the State or Territory in which the Eligible Participant is registered to practice as a dentist. The Eligible Participant also has the option to nominate a product or products of the Promoter listed on the entry form that they are interested in learning about but it is not mandatory. The Eligible Participant is not required to purchase or apply for the product or products of the Promoter. Only entries via this method will be accepted.
8. Eligible Participants are responsible for ensuring the information provided is accurate. Incomplete, indecipherable or rejected entries will be deemed invalid.
9. Eligible Participants can receive a maximum of ten (10) Bonus Entries into the Prize Draw by entering the Competition on stand at ADX Sydney and winning the daily 'Shuffle Board' game (**Bonus Entries**).
10. The rules of the Shuffle Board game are as follows:
  - Eligible Participants have the opportunity to play the Shuffle Board game once only
  - Using the provided cue stick, Eligible Participants must stand behind the marked line and propel four (4) yellow pucks towards the round target with the intent to score the highest number of points

- The round target consists of 5-, 10-, 15- and 20-point circles with a maximum of 65 points achievable
- The Eligible Participant with the highest score at 4pm AEST each day will be the daily winner of the 'Shuffle Board' game
- If there are two or more Eligible Participants with an equal highest score, they will need to play each other off until there is one winner
- If any of the Eligible Participants with an equal highest score aren't at the event at 4pm AEST when the play off is required, they will forfeit.

11. For the avoidance of doubt:

- a Bonus Entry which is completed in accordance with these terms and conditions constitutes an Eligible Entry; and
- a maximum of eleven (11) Eligible Entries per Eligible Participant are permitted.

12. The Promoter reserves the right, in its sole and absolute discretion, to verify the validity of entries and the identity of participants (including age, employment 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 Competition 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

13. The first valid Eligible Entry drawn in the Prize Draw will win one (1) prize which is a Virgin Voyages Mediterranean cruise for two people sailing between 1 May 2024 and 31 October 2024. The experience has a retail value of \$9,650 and includes:

- The option to choose from a variety of Mediterranean sails departing Barcelona, Spain or Piraeus, Greece
- Accommodation in a luxurious Sea Terrace cabin for up to seven nights
- All-inclusive food at Michelin star quality restaurants
- Immersive entertainment and shows
- Gym, fitness classes, spas, pool and more
- Refreshments including still and sparkling water, non-pressed juices, soft drinks, tea and coffee
- A \$3,500 VISA gift card which can be used to pay for flights and transfers, and
- Free Wifi.

**(Prize).**

14. The Prize does not include:

- Alcoholic beverages and
- Flights and transfers to Barcelona, Spain or Piraeus, Greece.

15. The total value of the Prize has a retail value of \$9,650 (inclusive of GST).

16. 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.

17. 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.

18. 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.

19. The Prize winner and their nominated guest are responsible for all other costs or expenses relating to the Prize and its acceptance and redemption not otherwise specified in these terms and conditions, including, but not limited to, spending money, meals, transport, insurance (including excesses), additional taxes, and any other ancillary costs incurred by the Prize Winner and their nominated guest.

20. The Prize Winner and their nominated guest are responsible for obtaining any necessary travel insurance, and documents required to travel to the relevant places (if necessary) at their own expense.

## **PRIZE DRAW**

21. This is a game of chance. There will be one (1) winner for this Prize Draw (**Prize Winner**). The Prize Winner will be the first valid and Eligible Entry drawn manually via random selection from the cumulative pool of all Eligible Entries received by the Promoter.
22. There will be one (1) Prize Draw. The Prize Draw schedule is as follows:
- The Prize Winner will be drawn at 12:00pm AEST on Wednesday 27 March 2024 at BOQ Specialist, Level 4, 111 St Georges Terrace, Perth WA 6000
  - The Prize Winner will be notified by telephone and e-mail by Thursday 28 March 2024
  - The Prize Winner will be announced on the BOQ Specialist website and LinkedIn page by Friday 19 April 2024 for 28 days
  - If the Prize is unclaimed or forfeited, the Prize will be redrawn at 12:00pm AEST on Thursday 18 April 2024 at BOQ Specialist, Level 4, 111 St Georges Terrace, Perth WA 6000
  - The redrawn Prize Winner will be notified by telephone and email by Friday 19 April 2024, and announced on the BOQ Specialist website and BOQ Specialist LinkedIn page by Friday 26 April 2024
23. 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 the Promoter 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 BOQ Specialist 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.
24. As a condition of accepting the Prize, the Winners (and any companion) must sign (if requested by the Promoter) any legal documentation as and in the form required by the Promoter, including but not limited to a legal release and indemnity form.
25. Any and all decisions of the Promoter in relation to the Competition are final and no correspondence will be entered into.
26. Virgin Voyages are the supplier of the cruise component of the Prize and is subject to the Virgin Voyages redemption terms and conditions available at [\(insert link to terms and conditions\)](#).

## **LIABILITY**

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

32. 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.
33. 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.
34. 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 BOQ Specialist's LinkedIn page and on the BOQ Specialist website.
35. Once the Prize is booked, no changes will be permitted to any booking unless authorised in writing by BOQ Specialist, and any expenses or costs associated with changes to any other component of the Prize, including delays or cancellation and/or other incidental costs, will solely be the responsibility of the Prize Winner.
36. The Promoter is not responsible nor liable for any loss injury or damage suffered during the Prize experience.
37. No part of the prize may be re-sold or offered for re-sale at a premium (including via online auction sites) or used for advertising, charity fundraising, promotion or other commercial purposes (including but not limited to competitions and trade promotions) or to enhance the demand for other goods or services, either by the winner or any subsequent bearer.

## **PRIVACY**

38. All entries submitted will become property of the Promoter and entries will not be returned.
39. The Prize is provided by third parties. The Promoter will be required to provide some of the Prize Winner's personal information to the relevant Prize issuer in order for the Prize to be issued. By entering the Competition, participants agree that their personal information may be used in this manner
40. 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.
41. 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 and participate in any media releases which may include photographs of the Winners by the Promoter. In entering this Competition, all participants consent to the use of their names and likeness in this manner.
42. The personal information you provide will be collected and may be used by the Promoter 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. Entrants may access, change and/or update their personal information and obtain a copy of BOQ Specialist Bank Limited's privacy policy by contacting us during office hours on 1300 160 160 Australia wide or online at [boqspecialist.com.au/privacy-policy](http://boqspecialist.com.au/privacy-policy).

## **GENERAL**

43. The winner should seek their own tax advice in relation to the receipt of the prize.