



## **BOQ Specialist Event Gift Card 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 21, 255 George Street, 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 and concludes on the dates and times specified in the promotional material (**Competition Period**). Entries received by the Promoter after the Competition Period are ineligible to participate in the prize draw.

### **ELIGIBILITY AND PARTICIPATION**

5. Entry to the Competition is open to Australian residents over the age of 18 or over and meet the eligibility criteria specified in the promotional material (**Eligible Participant**).
6. 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 stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
7. To enter the Competition, an Eligible Participant must, fully complete and submit the entry form via the link provided in the promotional material. Only complete entries will be accepted.
8. An Eligible Participant who submits an entry in accordance with these terms and condition will receive one (1) entry into the prize draw (**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. Incomplete or indecipherable entries will be deemed invalid.
9. The Promoter reserves the right, in its sole and absolute discretion, to verify the validity of entries and the identity of participants (including identities, such as a driver's license or passport, age, university details, email address and place of residence) and reserves the right to disqualify any entrant who the Promoter reasonably believes 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.

### **THE PRIZE**

10. There is one (1) prize to be won during the Competition Period specified in the promotional material (**Prize**). The total Prize pool value is specified in the promotional material.

11. The Promoter is not responsible or liable for any change in the value of the Prize between the date of the publication of the promotional material and the date the Prize/s is claimed.

12. 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.

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 one (1) winner for this Prize draw. 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. Prize winners are not eligible to win more than one Prize. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

15. There will be one (1) Prize draw to determine the winner of the Prize. The Prize Draw will take place on the date and time specified in the promotional material (**Prize Draw Date**). Winners will be notified as specified in the promotional material or by email and telephone on the Prize Draw Date.

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 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 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. A draw for any unclaimed or forfeited prize may take place one month after the Prize Draw Date. A redrawn Prize Winner, if any, will be notified by email or telephone on the day of the redrawn prize date. 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 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. 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.

18. Any and all decisions of the Promoter in relation to the Competition are final and no correspondence will be entered into.

19. Redemption and use of the Prize is subject to any terms and conditions of the issuer including those specified on the Prize.

## **LIABILITY**

20. The Promoter accepts no responsibility for any late, lost or misdirected entries nor any liability for lost, missing or damaged Prizes (as applicable).

21. The Promoter is not responsible for any ancillary costs incurred by accepting the Prize, entering the Competition or redemption of the Prize.

22. 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**").

23. 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.

24. 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.

25. 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 on the Promoter's website at [www.boqspecialist.com.au](http://www.boqspecialist.com.au).

## **PRIVACY**

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

27. 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.

28. 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 likeness in this manner.

29. The Promoter collects personal information from all participants in order to conduct the Competition 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 Specialist's Privacy Policy, which can be accessed at [www.boqspecialist.com.au/important-information/privacy-policy](http://www.boqspecialist.com.au/important-information/privacy-policy).

## **GENERAL**

30. The Promoter accepts no responsibility for any tax implications associated with this Competition 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.