

Competition to **Win a trip for two – a gourmet trip to Wellington**  
("Competition")

**Terms & Conditions:**

**BACKGROUND**

1. This competition is promoted by BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence no. 244616 ("BOQ Specialist").

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. This Competition commences at 12:00am AEDT on 11 July 2022 and closes 11:59pm AEDT on 24 July 2022 (Competition Period). Entries received by BOQ Specialist after the Competition Period are ineligible for the Prize Draw.

**ELIGIBILITY AND PARTICIPATION**

5. Entry is open only to Australian residents who are aged 18 years and over as at 11 July 2022 and who are current holders of a Visa BOQ Specialist Signature credit card (Eligible Participant). Employees (and their immediate family members) of BOQ Specialist and Visa Worldwide Pty. Ltd. and their subsidiaries and related entities are not eligible to enter.

6. To enter the Competition, Eligible Participants must, during the Competition Period:

- a) Complete the online entry form during the period beginning at 00:01 Tuesday 11<sup>th</sup> July 2022 until 12:00 24<sup>th</sup> July 2022. Enter your legal name and email address (as held on file by BOQ Specialist) into the registration Portal. Entrants who provide incorrect, misleading, or fraudulent information are ineligible to participate in the Promotion.

- b) After submitting the entry form, complete 5 Eligible transactions on the BOQ Specialist Visa Signature card (as that term is defined within the meaning of the BOQ Specialist Qantas Rewards Program terms and conditions or BOQ Specialist Velocity Rewards Program terms and conditions as applicable), prior to 23:59 24<sup>th</sup> July 2022. Purchase refunds initiated by the entrant will invalidate the corresponding entry into the draw.
- c) Enter the Promotion in their name only. The entrant may be requested to provide appropriate photo identification to confirm proof of identity, e.g. passport and/or a valid driver's license.
- d) Be an Australian resident of 18 years or older at time of entry.
- e) Stay subscribed to BOQ Specialist newsletter at the time of the prize draw to be eligible to redeem the prize.

7. An Eligible Participant who submits an entry during the Competition Period in accordance with these terms and condition 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 BOQ Specialist. Only one (1) entry per Eligible Participant is permitted.

8. BOQ Specialist reserves the right, in its sole and absolute discretion, to verify the validity of entries and the identity of participants, including if there is a dispute as to their identity, 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 BOQ Specialist to enforce any of its rights at any stage does not constitute a waiver of those rights. BOQ Specialist's legal rights to recover damages or other compensation from such an offender are reserved.

## THE PRIZE

9. The first two valid Eligible Entries drawn in the Prize Draw will win one (1) of the two (2) trips for two (2) in New Zealand at Visa Wellington on a Plate food festival between the 23 August 2022 and 29 August 2022.

One prize includes:

- Return economy flights with Qantas Australia from the Prize's Winner's closest capital city to Wellington, arriving in Wellington on 24 August 2022 and departing Wellington on 29 August 2022. The price of two (2) flights is valued at approximately **\$3,250**.
- Travel insurance for 2 people estimated at **\$398**.

- Airport transfer in Wellington on 24/08 for 2x passengers with 1x checked bag each, valued at approximately \$115.
- Two (2) x nights' twin share accommodation at a 5-Star hotel in Wellington for 24 and 25 August 2022, breakfast included valued at approximately \$400.
- Two (2) tickets for two (2) at Visa Wellington on a Plate festival event on the 25th of August valued at approximately \$580.
- Two (2) goodie bags/ prize valued at approximately \$100 both.
- One (1) dinner voucher valued at approximately \$100 per person/dinner.
- Two (2) x nights' twin share accommodation at a 5-Star hotel in Wairarapa for 26 and 27 August 2022, breakfast included, valued at approximately \$580.
- 1 x car hire to drive from Wellington to Wairarapa and return, valued at approximately \$780.
- One (1) full day tour for two (2) in Wairarapa on 27 August 2022, valued at approximately \$390.

10. The total maximum retail value of one Prize is valued at up to \$8368 (GST inclusive) depending upon the location of the winner. The total maximum retail value of the 2 x Prizes is valued at up \$16,736 (GST inclusive) depending upon the location of the winners.

11. BOQ Specialist 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.

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. Redemption of the Prize is subject to any terms and conditions of the issuer, Visa Worldwide Pty. Ltd., including those specified on the Prize. The Prize must be taken on the date/s specified above.

13. If any Prize (or part of any prize) is unavailable, BOQ Specialist, in its sole 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. BOQ Specialist and the event organisers accept no responsibility for any loss incurred in the event that Visa Wellington on a Plate Food

Festival is cancelled or unable to occur for any reason whatsoever. In the event of cancellation or change of date of Visa Wellington on a Plate Food Festival for any reason, the tickets will not be rescheduled, nor will any other prize be offered in its place.

14. 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), in-room charges, additional taxes, mobile data and any other ancillary costs incurred by the Prize Winner and their nominated guest. BOQ Specialist and Visa Worldwide Pty. Ltd. will not be liable for any other expenses incurred by the Prize Winner.

15. The Prize Winner and their nominated guest are responsible for obtaining any additional insurance they deem necessary (noting travel insurance for 2 x people is included in the prize), and documents required to travel to the relevant places (if necessary) at their own expense.

#### **PRIZE DRAW**

16. This is a game of chance. There will be two (2) Prize winners for this Prize Draw (Prize Winner). The Prize Winners will be the first valid Eligible Entry drawn manually via random selection from the cumulative pool of all Eligible Entries received by BOQ Specialist.

17. There will be one (1) Prize Draw. The Prize Draw schedule is as follows:

- o The Prize Winner will be drawn at 12:00pm AEST on 26 July 2022 at BOQ Specialist, Level 21, 255 George St, Sydney NSW 2000;
- o The Prize Winner will be notified by telephone and email by 29 July 2022.
- o The Prize Winner will be advertised on the 'Pulse by BOQ Specialist' Facebook page on 29 July 2022.
- o If the Prize is unclaimed or forfeited, the Prize will be redrawn at 12:00pm AEST on 29 July 2022 at BOQ Specialist, Level 21, 255 George St, Sydney NSW 2000;

- o The Redrawn winner, if applicable, will be notified by telephone and email by 29 July 2022;  
and
- o The Redrawn winner, if applicable, will be advertised on the 'Pulse by BOQ Specialist' Facebook page on 1 August 2022.

18. 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 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 BOQ Specialist or fails to respond to BOQ Specialist as required or at all, then the Prize will be forfeited and redrawn. No compensation will be offered if a Prize is not taken or is otherwise forfeited.

19. Any and all decisions of BOQ Specialist in relation to the Competition are final and no correspondence will be entered into.

## LIABILITY

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

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

22. BOQ Specialist accepts no responsibility or liability for the Prize being intercepted fraudulently and being used by someone other than the Prize Winner.

23. 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").

24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, BOQ Specialist (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 BOQ Specialist'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 BOQ Specialist) due to any reason beyond the reasonable control of BOQ Specialist;
  - (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.

25. If for any reason BOQ Specialist 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 BOQ Specialist, which might corrupt or affect the administration, security, fairness, integrity or proper control of this Competition, BOQ Specialist 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.

29. BOQ Specialist, 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.

30. 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 Facebook page.

31. 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 the accommodation, flights or any other component of the Prize, including delays or cancellation and/or other incidental costs, will solely be the responsibility of the Prize winner.

32. As a condition of accepting the Prize, the Prize Winner (and their nominated guest) must sign any legal documentation as and in the form required by BOQ Specialist and/or Prize issuer/s in their absolute discretion, including but not limited to a legal release and indemnity form.

33. BOQ Specialist and the event organisers are neither responsible nor liable for any loss injury or damage suffered at the event and in the event that Wellington on a plate is relocated, postponed, rescheduled or cancelled for any reason whatsoever. The Wellington on a plate ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The event organisers reserve the right to eject any Prize Winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst attending Wellington on a Plate . BOQ Specialist is not responsible nor liable for any delay, loss, injury or damage suffered as a result of the flights to and from the event and any air travel will be governed by the terms and conditions of the relevant air carrier.

34. 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. If a ticket is sold or used in breach of this condition, the ticket may be cancelled and the bearer of the ticket may be refused admission. Melbourne Fashion Festival's usual ticketing and venue terms and conditions apply to all tickets provided under this competition and by accepting tickets the winner agrees to be bound by their respective terms.

## **PRIVACY**

35. The Prize is provided by third parties. BOQ Specialist 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.

36. All entries submitted will become property of BOQ Specialist and entries will not be returned.

37. In entering this Competition, all participants grant to BOQ Specialist a perpetual, irrevocable, royalty free licence to use, reproduce, modify and communicate any material submitted to BOQ Specialist for any purpose that BOQ Specialist may, at its sole discretion, determine appropriate.

38. 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 BOQ Specialist. In entering this Competition, all participants consent to the use of their names and likeness in this manner.

39. 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. Entrants may access, change and/or update their personal information and obtain a copy of BOQ Specialist's privacy policy, or opt out of receiving marketing material, by contacting us during office hours on 1300 131 141 Australia wide or [client.services@boqspecialist.com.au](mailto:client.services@boqspecialist.com.au).

#### GENERAL

40. The winners should seek their own tax advice in relation to the receipt of the Prize.

#### TRADE PERMITS

41. Authorised under permit numbers: ACT: **TP 22/01177**, NSW: **TP/01958**. SA: **T22/1017**