

BOQ Splendour in the Grass Festival Promotion Terms and Conditions

1. Background

- 1.1. The Promoter of the BOQ Splendour in the Grass Festival Promotion (“**Promotion**”) is Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence No. 244616 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, Eligible Participants (defined below) are deemed to accept these Terms and Conditions.

2. Promotion Period

- 2.1. The Promotion commences on 05/06/2019 at 12:00am AEST and closes on 02/07/2019 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 who (a) open a Day2Day Plus Account® during the Promotional Period; or (b) are 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 and agencies associated with the Promotion are ineligible to enter the Promotion.

4. Eligible Entry

- 4.1. To enter the Promotion, Eligible Participants must complete the following steps during the Promotional Period:
 - register online by visiting <https://www.boq.com.au/splendour-competition> and input the requested details into the registration form including full name, valid email address, date of birth and BOQ Customer Access Number and submit the fully completed registration form; and then
 - make a transaction of any amount with their BOQ Visa Debit card that is linked to their Day2Day Plus Account® (“**Qualifying Transaction**”).
- 4.1 Eligible Participants will receive one (1) entry for every 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 Eligible Participants (including an Eligible Participant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe 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. Errors and omissions may be accepted at the Promoter’s discretion. 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.

4.3 If there is a dispute as to the identity of an Eligible Participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Participant.

5 Prizes

5.1 The first two (2) valid entries drawn will each win the following prize valued at \$2,868:

- a VIP double pass to the 2019 Splendour in the Grass Festival (which includes a five (5) day camping ticket from 17/07/2019 to 22/07/2019 per person); and
- \$1,000 spending money (which will be deposited into the winner's Day2Day Plus Account®).

5.2 The next two (2) valid entries drawn will each win the following prize valued at \$2,100:

- a GA double pass to the 2019 Splendour in the Grass Festival (which includes a five (5) day camping ticket from 17/07/2019 to 22/07/2019 per person); and
- \$1,000 spending money (which will be deposited into the winner's Day2Day Plus Account®).

5.3 Total Prize pool value is \$9,936.00.

5.4 Prizes are not transferable, or exchangeable, cannot be taken as cash (unless otherwise specified) and is not redeemable for other benefits. The promotion is not available in conjunction with any other offer.

5.5 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.

5.6 Prizes consist of tickets, camp ground entry and spending money only. Winners and their companions will be responsible for making their own travel arrangements to and from Splendour in the Grass Festival as well as provision of camping equipment. In no circumstance is the Promoter liable for any expenses or incidentals associated with travel to and from the festival. Prizes must be taken to coincide with the 2019 Splendour in the Grass Festival.

5.7 The 2019 Splendour in the Grass Festival ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companions) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

6 The Prize Draw

6.1 There will be one (1) Prize Draw. The Prize Draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 at 10:30am AEST on 5/07/2019.

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, excluding SA residents.
- 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 email, sent out within two (2) business days from the respective Prize Draw, to their nominated email 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 Subject to the unclaimed prize draw clause below, if for any reason a winner does not take / redeem a 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.
- 6.6 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, Anisimoff Legal will conduct a redraw from all remaining entries at the location noted in clause 6.1 on 11/07/2019 at 10:30am AEST. Prize winners (if any) 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 email, sent out within two (2) business days, to their nominated email address.
- 6.7 Subject to clause 6.6, 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.
- 6.8 Redemption of the Prize is subject to any terms and conditions of the issuer including those specified on the Prize.
- 6.9 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.
- 6.10 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.

7 Liability

- 7.1 The Promoter is not responsible for any ancillary costs incurred by accepting the Prize, entering the Promotion or redemption of the Prize.
- 7.2 If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Participant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 7.3 Subject to clause 7.2 above, 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 <https://www.boq.com.au/splendour-competition>.

- 7.4 Eligible Participants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 7.5 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.
- 7.6 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 Eligible Participant; (f) taking of the prize; or (e) if the 2019 Splendour in the Grass Festival is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter. .
- 7.7 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. Splendour in the Grass 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.
- 7.8 As a condition of accepting the prize, the winners (and their companions) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

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 Eligible 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 Eligible 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 Eligible Participants consent to the use of their names and likeness in this manner.

8.4 The Promoter collects personal information from all Eligible 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 Eligible 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 personal information to any entity outside of Australia.

8.5 If Eligible Participants do not wish to receive marketing material, they should contact the Promoter on 1300 55 72 72 or call in at any BOQ branch.

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. Eligible 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/19/34961

ACT Permit No. TP19/03424

SA Permit No. T19/853