### **BOQ "RED BULL SYMPHONIC EVENT" PROMOTION**

# **TERMS AND CONDITIONS**

- The Promoter of the promotion is Bank of Queensland Limited ABN 32 009 656 740 (BOQ) AFSL and Australian Credit Licence No 244616 of Level 3,100 Skyring Terrace, Newstead, Queensland 4006 (Promoter). The Promoter's website is <a href="https://www.boq.com.au">www.boq.com.au</a>.
- 2. Information on how to enter and the prize(s) 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 promotion, participants are deemed to accept these Terms and Conditions.

### **Promotion Period**

4. The promotion commences on 14 April 2025 and closes at 11:59pm AEST on 30 April 2025 ("**Promotional Period**"). Entries received by the Promoter after the Promotional Period will be deemed invalid.

## **Eligibility and Participation**

- 5. Entry is only open to Australian residents aged 18 years or over who (a) hold a BOQ Everyday Account with a linked Visa debit card that has been activated; (b) have not opted out of receiving marketing communications from the Promoter; and (c) can travel to Sydney, NSW between 16/5/25 and 18/05/25 to attend the Red Bull Symphonic event on 17 May 2025 ("Eligible Entrant").
- 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 step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- 7. An Eligible Entrant will receive one (1) automatic entry into the draw for each settled purchase transaction (not pending) of AUD\$60 or more made with their BOQ Everyday Account Visa Debit card, during the Promotional Period (each a "Qualifying Transaction"). For the avoidance of doubt, the AUD\$60 or more must be spent in a single transaction. The Qualifying Transaction must be settled within three (3) days from the end date of the Promotional Period. Incomplete transactions and transactions that are reversed or cancelled will be ineligible for entry. The following transactions will not be considered a Qualifying Transaction: Pay and Pay Anyone transactions, Direct Debits, Cash outs from a merchant's point of sales terminal, Cash withdrawals from an ATM and purchases in the following Merchant Categories:
  - 7273 Dating Services;
  - 7995 Gambling and Betting, including Lottery Tickets, Casinos, etc;
  - 4829 Money Transfers (including cryptocurrency);
  - 6051 Non-Financial Institutions (including cryptocurrency);
  - 5813 Drinking Establishments (Alcoholic Beverages); and
  - 5921 Package Stores Beer, Wine, and Liquor.

- 8. Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the amount spent in that transaction in excess of AUD\$60); and (b) each entry must be submitted separately and in accordance with entry requirements.
- 9. Only one (1) prize is permitted per person (excluding SA residents).
- 10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant'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.
- 11. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

#### Prize

12. The first valid entry drawn will win an Ultimate Red Bull Symphonic Experience package for two (2) adults, valued at up to \$5,000 (depending on point of departure).

## Package includes:

- Two (2) x return economy airfares from the winner's nearest capital city in Australia to Sydney, NSW (subject to clause 14 below), departing on 16/05/2025 and returning on 18/05/2025;
- Two (2) x nights accommodation at a minimum 4-star hotel in Sydney CBD with breakfast included, between 16/05/2025 18/05/2025;
- Airport transfers to and from accommodation and Red Bull Symphonic experience;
- VIP tickets to the Red Bull Symphonic featuring up and coming Australian artist Ruel on Saturday 17 May 2025. VIP tickets include:
  - Access to VIP Pre-Party (with canapes);
  - o Drink on arrival; and
  - o Premium seated ticket (upstairs balcony).
- Dinner allowance for two (2) nights (up to AUD\$250 per night via gift voucher).
- 13. The total prize pool value is up to AUD\$5,000
- 14. For clarity, if the winner resides within 200km of Sydney, NSW, flights will **not** form part of their prize, and this element of the prize will be forfeited and will not be awarded as cash.
- 15. The VIP tickets to the Red Bull Symphonic event 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 companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
- 16. Any ancillary costs associated with redeeming the gift voucher are not included. Any unused balance of the gift voucher will not be awarded as cash. Redemption of the gift

- voucher is subject to any terms and conditions of the issuer including those specified on the gift voucher.
- 17. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers.
- 18. Prize, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash and is not redeemable for other benefits, unless otherwise specified.
- 19. The winner and their guest must travel together, including travelling on the same flights and staying in the same accommodation. No compensation or alternative travel plans will be arranged should the winner and/or their guest miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the sole responsibility and expense of the winner and their guest. A credit card imprint will be required from the winner at check-in to the hotel for all incidental charges. For clarity, travel companions must be aged 18 years or over.
- 20. If any element of the prize is cancelled or postponed for any reason, the winner agrees to forfeit the specified element, and no cash alternative offer will be granted in lieu of the part of that prize.
- 21. The prize must be taken between 16/05/2025 and 18/05/2025 to coincide with the Red Bull Symphonic event. All travel is always subject to availability and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner. The winner is responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. It is the responsibility of the winner and their guest to hold valid travel insurance for their period of travel.
- 22. The winner of the prize 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 additional spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges, mobile data and all other ancillary costs incurred by the winner of the prize and their nominated guest. The Promoter will not be liable for any other expenses incurred by the winner of the prize.
- 23. The winner of the prize and their nominated guest are responsible for obtaining any additional insurance they deem necessary, and documents required to travel to the relevant places at their own expense.
- 24. If the prize (or part of the prize) is unavailable, the Promoter, 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.
- 25. The Promoter and the event organisers accept no responsibility for any loss incurred in the event that the Red Bull Symphonic event is cancelled or unable to occur for any reason whatsoever. In the event of cancellation or change of date of the Red Bull Symphonic event for any reason, the tickets will not be rescheduled, nor will any other prize be offered in its place.

26. The Promoter is not responsible or liable for any change in the value of a prize between the date of the publication of these Terms and Conditions and the date the prize is claimed.

### **Prize Draw**

- 27. The draw will take place at Anisimoff Legal, Level 3/162 Collins Street, Melbourne VIC 3000on 5 May 2025 at 1:00pm AEST, in the presence of an independent scrutineer.
- 28. The Promoter may draw additional reserve entries and record them in order in case an invalid or ineligible entrant is drawn. The winner will be notified by telephone and email within two (2) business days of the draw, and their details (first initial, surname and postcode) will be published online at <a href="https://www.boq.com.au/personal/banking/everyday-transaction-account">https://www.boq.com.au/personal/banking/everyday-transaction-account</a> from 8 May 2025.
- 29. If for any reason the prize remains unclaimed by 9:29am AEST on 12 May 2025, a redraw will take place at 9:30am AEST on 12 May 2025 at the same place as the original draw, subject to any directions from a regulatory authority. The winner (if any) will be notified by telephone and email within two (2) business days of the re-draw, and their details (first initial, surname and postcode) will be published online at <a href="https://www.boq.com.au/personal/banking/everyday-transaction-account">https://www.boq.com.au/personal/banking/everyday-transaction-account</a> on 14 May 2025.
- 30. The Promoter's decision is final and no correspondence will be entered into.
- 31. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 32. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
- 33. Entrants 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.

## Liability

- 34. 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 35. 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.
- 36. 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) if the Red Bull Symphonic event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize / taking of a prize / participation in a prize. The Promoter is not responsible for any tax implications arising from a customer winning a prize. It is recommended to seek independent financial advice.
- 37. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

# **Privacy**

- 38. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle Privacy out in its Policy, which be can https://www.boq.com.au/important-information/privacy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion, entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
- 39. As a condition of accepting a prize, all winners and their chosen companion 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.
- 40. If any of these clauses should be determined to be illegal, invalid, or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.

41. These Terms and Conditions (and any non-contractual disputes/claims which arise out of or in connection with them) will be governed by the relevant local courts who shall have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms and Conditions.

ACT Permit No. TP25/00795