

## “MYBOQ SWIM” PROMOTION

### TERMS AND CONDITIONS

1. The Promoter of the Promotion is Bank of Queensland Limited ABN 32 009 656 740 of Level 6, 100 Skyring Terrace, Newstead, Brisbane QLD 4006 (**Promoter**) (BOQ) [www.boq.com.au](http://www.boq.com.au).
2. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance 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 at 9am on Thursday 30<sup>th</sup> June 2022 and closes at 5pm on Thursday 7<sup>th</sup> July 2022 (**Promotional Period**). Entries received by the Promoter after the Promotional Period are ineligible to participate in the prize draw.

### ELIGIBILITY AND PARTICIPATION

5. Entry is only open to Australian residents aged 18 years or over (**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 1<sup>st</sup> cousin.
7. During the Promotional Period, the Promoter will upload one promotional post to their Instagram (@bankofqueensland) account encouraging individuals to enter the Promotion (**Promotional Post**).
8. To enter the Promotion, an Eligible Entrant must complete the following steps during the Promotional Period:
  - (a) Locate the Promotional Post on the Promoter’s Instagram account;
  - (b) Post a direct comment to the Promotional Post telling us, in 25 words or less, where is your favourite place to swim and why; and
  - (c) Follow the Promoter’s Instagram account (@bankofqueensland).
9. An Eligible Entrant will automatically receive one (1) entry into the Prize draw after they have completed all of the steps in the preceding clause (**Eligible Entry**). Only one (1) Eligible Entry is permitted per Eligible Entrant. For clarity, if an Eligible Entrant posts more than one comment to the Promotional Post on the Promoter’s Instagram account, the Eligible Entrant’s first comment will be entered into the Promotion and all other comments will be disregarded. Entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the Eligible Entrant.
10. The Promoter reserves the right, at any time, to verify the validity of entries, entrants and winners (including identities, such as a driver’s license or passport, age, email

address and place of residence) and reserves the right, in its sole discretion, to disqualify any individual or group 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. Incomplete or indecipherable entries will be deemed invalid.
12. All Eligible Entrants who make a submission for the purpose of entering this Promotion agree that they are responsible for the information submitted in their entry and that the Promoter is not liable in any way for the contents of Eligible Entrant's entry. Eligible Entrants agree they will comply with the terms of use of Instagram (as applicable).
13. Each Eligible Entrant warrants and agrees that:
  - a) they will not submit any content that is unlawful or fraudulent, is in breach of any intellectual property, privacy, publicity or other rights, or is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening or objectionable with respect to race, religion, origin or gender;
  - b) they will obtain prior consent from any person who is mentioned or pictured in their content or whose property is mentioned or pictured in their content; and
  - c) they will not submit any content that contains viruses in any computer system.

## **PRIZE**

14. There is one (1) prize to be won during the Promotional Period, being \$1,000.00 deposited into the Prize Winner's nominated bank account. The total Prize pool value is AU\$1,000.00
15. 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. The Prize is not transferable or exchangeable and is not redeemable for other benefits.

## **PRIZE WINNER**

16. Judging to determine the Prize Winner will take place virtually at BOQ (100 Skyring Terrace, Newstead QLD 4006) at 4:00pm on Friday 8<sup>th</sup> July 2022 to determine the winner of the Prize (**Judging Day**).
17. There will be one (1) prize winner who will be selected by a panel of three (3) judges employed and selected by the Promoter, in their sole and absolute discretion, from the cumulative pool of Eligible Entries received by the Promoter during the Promotion Period (**Prize Winner**). In the case of a tie, a further judge selected by the Promoter will select the Prize Winner in their sole and absolute discretion. This is a game of skill, and chance plays no part in selection of the Prize Winner.
18. Each Eligible Entry received during the Promotion Period will be judged based on the extent to which the Eligible Entry best answers the question, in 25 words or less,

“where is your favourite place to swim and why?”. The Eligible Entry selected during the Promotion Period that is deemed by the judges at the judges’ sole discretion to be the best answer to this question will be the Prize Winner.

19. The judges will disregard any material which exceeds the 25 word limit.
20. Within two (2) business days from the Judging Day, the Prize Winner will be notified by message to their Instagram account and the Prize Winner’s name will be published on the Promoter’s Instagram. 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 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.
21. If any Prize is unclaimed or forfeited, a Prize Winner is disqualified for any reason or a Prize Winner is unable to satisfy these Terms and Conditions, that Prize Winner will forfeit the Prize and the Prize shall be awarded to the next best Eligible Entry received during the Promotion Period (as determined by the judges in their sole and absolute discretion) in accordance with judging criteria outlined above. The Prize will be awarded to the rejudged Prize winner, if any, on 8 October 2022. Any rejudged Prize winner will also be notified by message to their Instagram account and the Prize Winner’s name will be published on the Promoter’s Instagram. To accept the Prize, any rejudged Prize winner 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 rejudged Prize winner. Failure to respond as required, or at all, will result in the Prize winner forfeiting the Prize.
22. No compensation will be provided if a Prize is not taken or otherwise forfeited.
23. 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.

## **LIABILITY**

24. The Promoter accepts no responsibility for any late, lost or misdirected entries nor any liability for lost, missing or damaged Prizes (as applicable).
25. The Promoter is not responsible for any ancillary costs incurred by accepting the Prize, entering the Promotion or redemption or use of the Prize.
26. The Promoter accepts no responsibility for the Prize being intercepted fraudulently and used by someone other than the Prize winner.
27. Instagram is in no way responsible for and is held harmless in respect of any loss or damage suffered by an entrant in connection with the Promotion. The Promotion is no way sponsored, endorsed or administered by, or associated with, Instagram.
28. 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.

29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
30. 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**").
31. 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 entrant; or (f) use of / taking of the prize.
32. The Promoter, subject to relevant state laws and any written directions from a regulatory authority, reserves the right to cancel, terminate, modify or suspend the Promotion for any reason.
33. 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 BOQ website at [www.boq.com.au/content/dam/boq/files/terms-and-conditions/terms-and-conditions-myboq-swim-promo.pdf](http://www.boq.com.au/content/dam/boq/files/terms-and-conditions/terms-and-conditions-myboq-swim-promo.pdf).

## **PRIVACY**

34. All entries submitted will become property of the Promoter and entries will not be returned.
35. In entering this Promotion, 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.
36. In entering this Promotion, all 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 participants consent to the use of their names and likeness in this manner.
37. The Promoter collects personal information from all 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 participants personal information as set out in BOQ's Privacy Policy, which can be accessed at <http://www.boq.com.au/privacy.htm>.

## **GENERAL**

38. The Promoter accepts no responsibility for any tax implications associated with this Promotion 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.
39. This information has been prepared without considering your objectives, financial situation or needs. You should consider if it is appropriate for you and read the [Terms and Conditions](#).