

# **BOQ Specialist \$100 Visa Card Competition** ("Competition")

# **Terms & Conditions**

#### **BACKGROUND**

- The promoter of the Competition is BOQ Specialist, a division of Bank of Queensland Limited ABN 32 009 656 740 of Level 22, The Chifley Tower, 2 Chifley Square, 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 to which these terms and conditions are attached (**Competition Period**). Entries received by the Promoter after the Competition Period are ineligible for the prize draw.

# **ELIGIBILITY AND PARTICIPATION**

- 5. Entry to the Competition is open to Australian residents over the age of 18, who are currently studying a medical/dental/veterinary degree at any recognized Australian university.
- 6. Directors, employees and agents (including the immediate family members of a Director, employee or agent) of the Promoter are ineligible to enter the Competition.
- 7. To enter the Competition, an Eligible Participant must, fully complete and submit the entry form via the link provided. 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 Competition (**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.
- 9. The Promoter reserves the right, in its sole and absolute discretion, to verify the validity of entries and the identity of participants (including age, university details and place of residence), 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 promotion and to reject any entry that is not in accordance with these Terms and Conditions. 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. Eligible Participants who submit an Eligible Entry will go in the draw to win one (1) Visa gift card to the value of \$100 (**Prize**). Total Prize pool value of \$100.
- 11. 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/s is claimed.
- 12. 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.
- 15. There will be one (1) Prize draw. The Prize Draw schedule is as follows:
  - Winners will be drawn at BOQ Specialist, Level 22, The Chifley Tower, 2 Chifley Square, Sydney NSW 2000 on the date and time specified in the promotional material to which these terms and conditions are attached (**Prize Draw Date**).
  - Winners will be notified by email and telephone on the Prize Draw Date.
  - If the 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, then the unclaimed or forfeited
    Prize/s will be redrawn from all remaining Eligible Entries at BOQ Specialist, Level 22, The
    Chifley Tower, 2 Chifley Square, Sydney NSW 2000 three months after the Prize Draw
    Date (Prize Redraw Date).
  - Redrawn winners, if any, will be notified by email and telephone on the day of the Prize Redraw 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 BOQS 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. Redemption and use of the Prize is subject to any terms and conditions of the issuer including those specified on the Prize by Universal Gift Card Pty Ltd ABN 25 092 828 772 (UGC). UGC is not a participant in, or promoter or sponsor of, this Competition.
- 18. Any and all decisions of the Promoter in relation to the Competition are final and no correspondence will be entered into.

### **LIABILITY**

- 19. The Promoter accepts no responsibility for any late, lost or misdirected entries nor any liability for lost, missing or damaged Prizes (as applicable).
- 20. The Promoter is not responsible for any ancillary costs incurred by accepting the Prize, entering the Competition or redemption of the Prize.
- 21. 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").

- 22. 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.
- 23. The Promoter accepts no responsibility or liability for the Prize being intercepted fraudulently and being used by someone other than the Prize winners.
- 24. If for any reason the Promoter 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 the Promoter, which might corrupt or affect the administration, security, fairness, integrity or proper control of this Competition, the Promoter 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.
- 25. 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.
- 26. 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 Facebook page and on the BOQ Specialist website.
- 27. Facebook 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 Competition. The Competition is no way sponsored, endorsed or administered by, or associated with, Facebook.

### **PRIVACY**

- 28. The Prizes are issued by Universal Gift Cards. The Promoter will be required to provide some of the Eligible Participants' personal information to the Issuer in order for the Prizes to be issued. By entering the Promotion, participants agree that their personal information may be used in this manner.
- 29. All entries submitted will become property of the Promoter and entries will not be returned.
- 30. 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.
- 31. 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 likeliness in this manner.

32. 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 of out receiving marketing material, by contacting us during office hours on 1300 131 141 Australia wide or banking@boqspecialist.com.au

## **GENERAL**

- 33. Participants should seek independent advice in relation to tax implications in respect of the Prize.
- 34. 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 https://www.boqspecialist.com.au/important-information/terms-and-conditions
- 35. Permit not required for this Competition.