

## **Win a Family pass to Qudos Bank Arena between 12<sup>th</sup> July 2023 and 16<sup>th</sup> July 2023 - Terms and Conditions**

This is a game of skill where twenty (20) Eligible Entrants can win a family pass to our Qudos Bank Arena, Olympic Park, Sydney between the 12<sup>th</sup> July 2023 and 16<sup>th</sup> July 2023. Visit [www.qudosbankarena.com.au](http://www.qudosbankarena.com.au)

Eligible Entrants can enter by submitting an answer to the question "Tell us who you are most excited to see dancing around on the ice and why?" on the Qudos Bank Facebook or Instagram page (as a public post).

All times stated are Sydney, Australia time (AEST).

If you do not accept these terms and conditions, please do not participate in this promotion.

### **Definitions**

**Announcement Date** means Monday 5th June 2023.

**Eligible Entrant** means Australian residents, 18 years old and over. Employees of the Promoter are ineligible to enter, as are their immediate families.

**Entry** means:

- Follow @QudosBank Facebook or Instagram page; and
- Tag a friend on the Qudos Bank competition post on either Facebook or Instagram; and "Tell @QudosBank who you are most excited to see dancing around on the ice and why?"

**Judging Date** means Friday 23<sup>rd</sup> June 2023.

**Promoter** means Qudos Mutual Limited trading as Qudos Bank ABN 53 087 650 557 AFSL/Australian Credit Licence 238 305.

**Promotion** means the promotion by the Promoter called "Win a family pass to the Qudos Bank Arena between the 12<sup>th</sup> July 2023 and 16<sup>th</sup> July 2023" as described in these terms and conditions.

**Promotion Period** means the period commencing Monday 5<sup>th</sup> June 2023 at 9:30am (Sydney time) and ending Friday 23<sup>rd</sup> June 2023 at 9am (Sydney time).

**Prize** means:

- A family pass (being 4 x A-Reserve seats) to the Qudos Bank Arena between 12<sup>th</sup> July 2023 and 16<sup>th</sup> July 2023; and
- Entry to the Qudos Bank Members Lounge before the show; and
- VIP parking for one car

### **Entry**

1. All available information on entry rules and prizes together form these terms and conditions. By entering into this Promotion, the Eligible Entrant agrees to be bound by these terms and conditions. Failure to comply with and accept all of the following rules will disqualify any Entry.
2. To enter, an Eligible Entrant must submit an Entry within the Promotion Period.
3. Multiple entries are not permitted per Eligible Entrant.
4. Entries are received as at the date they are posted to Facebook or Instagram.
5. The Promoter reserves the right to verify the validity of each entry and to disqualify any Eligible Entrant submitting an entry which does not accord with these terms and conditions, tampers with the entry process and, in the opinion of the promoter, includes objectionable content, including profanity, potentially insulting, scandalous, inflammatory, or defamatory language.
6. Entries through Facebook must adhere to Facebook's Community Standards [www.facebook.com/communitystandards](http://www.facebook.com/communitystandards).

### **Judging**

7. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit.
8. All entries must be an independent creation by the Eligible Entrant.
9. Each winner of the Promotion is decided on the Judging Date by a judging panel selected by the Promoter at its discretion.
10. Any decision of the Promoter or judging panel is final and no correspondence will be entered into.

### **Grant of rights**

11. Each winner:

- (a) Grants to the Promoter an exclusive license to use, promote, commercialise and display the Entry in perpetuity, including the right to publish the Entry via Facebook, LinkedIn and the Promoter's website;
- (b) Consents to the Promoter using, displaying and promoting their name in conjunction with any promotion of their Entry; and
- (c) Agrees not to disclose or distribute the Entry to any other person.

### **Representations and Warranties**

12. By submitting an Entry to the Promotion, the Eligible Entrant represents and warrants that:

- (a) They are the sole author of the Entry and own the copyright and any other intellectual property rights connected with each Entry;
- (b) Their Entry has been made specifically for the Promotion and has not been publicly displayed elsewhere.

13. Entries must not have been published previously and/or have been used to win prizes in any other competitions.

### **Miscellaneous**

- 14. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce its rights at any stage, does not constitute a waiver of those rights.
- 15. Any cost associated with entering the Promotion is the Eligible Entrant's responsibility.
- 16. The Promoter reserves the right to withdraw or modify the competition as necessary.
- 17. Copyright in the Entry remains with the Eligible Entrant.
- 18. The Promoter reserves the right to withdraw or modify the Promotion (including changes to the Promotion's terms and conditions), without notice and at the Promoter's sole discretion. Any changes to the Promotion will be notified on the Promoter's website.

### **Prize**

- 19. Each Prize winner will be notified by telephone call, email, Secure Mail or any other communication deemed appropriate by the Promoter (where possible). Following initial notification, each winner will be sent an email detailing the Prize and asking each winner to formally accept the Prize in accordance with these Terms and Conditions.
- 20. The winners may also be announced on Facebook, Instagram and on the Promoter's website on the Announcement Date.
- 21. If for any reason, a winner does not claim the prize within **10 days** of the Announcement Date, the Prize will be forfeited. Where the Prize is unclaimed, the judging panel may award the Prize to the next winning entry. The judging panel's decision is final and no correspondence will be entered into.
- 22. Once a winner has accepted the Prize, the Prize is deemed non-transferrable and non-redeemable for cash. Any attempt to resell or auction all or any part of the Prize will result in an immediate cancellation. Where an individual Prize has an expiry or redemption date, it is the responsibility of the winners to claim their Prize in the stipulated timeframe as outlined in Prize vendor's terms and conditions.
- 23. Age restrictions apply for guests on some shows at Qudos Bank Arena.
- 24. No accommodation or flights will be provided by Qudos Bank. All costs of attendance are the responsibility of the winner.
- 25. The Promoter reserves the right to substitute any component of the Prize for an itinerary of equal value at their discretion.
- 26. If the shows between the 12<sup>th</sup> July 2023 and 16<sup>th</sup> July 2023 are postponed (for example, due to COVID-19), the Promoter will liaise with the winner to organise their attendance at the rescheduled show. If the show is cancelled for any reason, then the entire Prize is forfeited and the winner will not be entitled to any aspect of the Prize.
- 27. The Prize cannot be gifted to other persons in lieu of the winner not being able to travel.
- 28. The Promoter accepts no responsibility for any costs associated with the Prize. The winners are required to obtain relevant and suitable travel insurance at their own expense. Taxes, if any, are the sole responsibility of the prize winner.
- 29. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

### **General**

30. Except for any liability that cannot be excluded by law, the promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury, loss or damage (including direct, indirect or consequential), arising in any way out of the promotion; including but not limited to:
- a) any technical difficulties or equipment malfunction (whether or not under the promoter's control),
  - b) any entry or Prize claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the promoter,
  - c) any theft, unauthorised access or third-party interference,
  - d) any variation in the Prize value stated in these Terms and Conditions,
  - e) any tax liability incurred by each winning entrant, and
  - f) use of the Prize.
31. The Promoter collects personal information to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and Australian regulatory authorities (as required). Each Entry is conditional on providing this information. Entrants should direct any request to access, update or correct information to the Promoter. For more information, refer to the Qudos Bank Privacy Policy, available at [qudosbank.com.au](http://qudosbank.com.au).

© Qudos Mutual Limited trading as Qudos Bank ABN 53 087 650 557 AFSL/Australian Credit Licence 238 305