

VIRGIN MONEY AUSTRALIA CUSTOMER EXPERIENCE RESEARCH SURVEY PROMOTION TERMS AND CONDITIONS

BACKGROUND

1. The Promoter of the Virgin Money Australia (**VMA**) Customer Experience Research Survey Promotion (**Promotion**) is Virgin Money, a division of Bank of Queensland Limited ABN 32 009 656 740 (**BOQ**) (**Promoter**) of Level 6, 100 Skyring Terrace, Newstead, Brisbane QLD 4006 <https://virginmoney.com.au/>
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 Promotion, participants are deemed to accept these Terms and Conditions.

PROMOTION PERIOD

4. The Promotion commences on Monday, 9 January 2023 at 12pm AEST and closes on 30 June 2023 at 5pm AEST (**Promotion Period**). Entries received by the Promoter after the Promotion Period are ineligible to participate in the prize draw.

ELIGIBILITY AND PARTICIPATION

5. The Promotion is open to VMA Customers who are Australian residents aged 18 years and above who receive, complete (including the final entry page), and submit the VMA Customer Experience Research survey during the Promotion Period (**Eligible Person**). Non-VMA Customers including BOQ, ME, and BOQ Specialist customers will not be eligible.
6. Directors, employees and agents of the Promoter (and their immediate family members) are ineligible to enter the Promotion.
7. To enter the Promotion, Eligible Persons must, during the Promotion Period, fully complete and submit an online VMA Customer Experience Research survey, which is accessible via a link emailed to Eligible Persons (**Eligible Entry**). The final page of the survey must also be completed with the Eligible Persons' email to enter. Eligible Persons are responsible for ensuring all details submitted are correct and accurate. Only complete entries with the entry page submitted via the survey link will be accepted. An entry will be deemed to be received by the Promoter only when received in the Promoter's database.
8. An Eligible Entry will not be admitted to more than one prize draw. The period in which an Eligible Entry is received by Promoter defines which Prize Draw it is admitted to (see below for more detail and dates). Only one (1) Eligible Entry is permitted per Eligible Person.
9. Incomplete, indecipherable or rejected entries will be deemed invalid.
10. The Promoter reserves the right, at any time, in its sole and absolute discretion to verify the validity of entries and Eligible Persons (including their identity, age and place of residence) and reserves the right, in its sole discretion to disqualify any Eligible Person 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. 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. Each Eligible Person warrants and agrees that:
 - a) they will not submit any survey 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; and
 - b) they will obtain prior consent from any person who is mentioned or pictured in their survey or whose property is mentioned or pictured in their survey.

PRIZE

12. There are five (5) prizes to be won at each Prize Draw during the Promotion Period, each prize being one (1) \$200.00 e-gift card (**Prize**). There are 10 Prizes in total to be won, and the total prize pool is valued at \$2,000.
13. 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.
14. The Prize is not transferable or exchangeable and cannot be taken as cash and is not redeemable for other benefits. Prize Winners are not eligible to win more than one Prize. The Competition is not available in conjunction with any other offer.
15. 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

16. There will be two (2) Prize Draws during the Promotion Period at 2.00pm (Brisbane time) at Level 6, 100 Skyring Terrace, Newstead Queensland 4006, as follows:

Prize Draw	Date	Prize	For Eligible Entries received between
1	06/04/2023	5x \$200 e-gift card	09/01/2023 and 31/03/2023
2	06/07/2023	5x \$200 e-gift card	01/04/2023 and 30/06/2023

17. For each Prize Draw, the first five (5) Eligible Entries randomly drawn from the cumulative pool of Eligible Entries received by the Promoter in the relevant period prior to the Prize Draw (as set out above) will each win one \$200 eGift card (each, a **Prize Winner**). There will be five (5) Prize Winners for each Prize Draw, and a total of 10 Prize Winners during the entire Promotion. A Prize Winner is not eligible to win more than one Prize during a Prize Draw.
18. The Prize winners will be notified by email to their nominated email address, within two (2) business days from the date of the Prize Draw. To accept the Prize, the Prize Winners must respond to the notification in the manner and within the timeframe set out in the notification provided by VMA 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. The Prize Winners' names will be published on the VMA website on or before the following dates:

Prize Draw	Date Prize Winners' details published
1	13/04/2023
2	13/07/2023

19. If any Prize is unclaimed or forfeited, any winner is disqualified for any reason or any Prize Winner is unable to satisfy these Terms and Conditions, the Promoter will conduct a redraw from all remaining Eligible Entries at the location noted in clause 16 3 months and one day from the date of the original Prize Draw. The redraw Prize winner, if any, will be notified by email, sent within two (2) business days from the date of the Prize redraw, to their nominated email address. Any redrawn Prize winner's name will be published on the VMA website after the re-draw. To accept the Prize, the redraw Prize winner, if any, must respond to the notification in the manner and within the timeframe set out in the notification provided by VMA 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.
20. Subject to clause 19, if for any reason a Prize winner does not redeem the Prize by the time stipulated by the Promoter, then the Prize will be forfeited. No compensation will be provided if a Prize is not taken or otherwise forfeited.
21. Redemption and use of the Prize is subject to any terms and conditions of the issuer including those specified on the Prize. The expiry date, if any, of the Prize will be noted on the Prize itself.

22. 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

23. The Promoter accepts no responsibility for any late, lost or misdirected entries nor any liability for lost, missing or damaged Prizes (as applicable).
24. The Promoter is not responsible for any ancillary costs incurred by accepting the Prize, entering the Promotion or redemption or use of the Prize.
25. The Promoter accepts no responsibility for the Prize being intercepted fraudulently and used by someone other than the Prize winner.
26. 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**").
27. 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 Promotion 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.
28. If for any reason the Promoter determines in good faith and its sole discretion that this Promotion 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 Promotion, the Promoter reserves the right to its sole discretion to disqualify any individual who tampers with the entry process and/or to cancel, terminate, modify or suspend the Promotion as appropriate.
29. 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.
30. 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 VMA (<https://virginmoney.com.au/>) website.

PRIVACY

31. All entries submitted will become property of the Promoter and entries will not be returned.
32. 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.
33. 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.
34. 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 VMA's [Privacy Policy](#).

GENERAL

35. 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 regard to the tax implications relating to the Prize or acceptance of the Prize.
36. 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 on VMA's website.