

# VIRGIN MONEY NOVEMBER COMPETITION

## TERMS AND CONDITIONS

Schedule to Terms and Conditions of Entry

Promotion

Virgin Money November Competition

Promotion type

Public (external)

Promotion style

Game Of Chance

Promoter

Virgin Money (Australia) Pty Limited (ABN 75 103 478 897) of Level 9,  
126 Phillip Street, Sydney NSW 2000

Telephone: 02 8222 8000

Permit Numbers

ACT Permit Number 21/01803.1

Relevant States

All Australian States and Territories

Entry Restrictions

Entry is only open to Australian residents aged 18 years or over (an “**Entrant**”) who hold a Virgin Money Go Account which is linked to a Virgin Money Visa Debit Card.

BOQ Group employees and contractors are ineligible to participate in the Promotion.

Promotion Period

Opens: Wednesday 24th November 2021 at 9.00am AEST

Closes: Friday 24th December 2021 at 11.59pm AEST

Entry Procedure

To enter the Promotion, an Entrant must make one (1) eligible settled transaction, for an amount over AUD\$2.00 using their Virgin Money Go Account (or linked Virgin Money Visa Debit Card) during the Promotional Period.

An eligible settled transaction is a:

a) Domestic or International purchase made using a Virgin Money Visa Debit Card; or

b) BPAY transaction from a Virgin Money Go Account; or

c) Direct debit from a Virgin Money Go Account;

which is settled during the Promotional Period.

For clarity, the following transactions **are not** Eligible Transactions:

a) Cash withdrawals;

- b) Any deposits or credits received into a Virgin Money Go Account;
- c) Transfers using the 'Pay Someone' functionality on the Virgin Money app;
- d) Internal transfers to other Virgin Money accounts;
- e) Fees & Charges we may charge.

One (1) eligible settled transaction is equal to one (1) entry.

#### Withdrawing entries

If the winner wishes to withdraw or forfeit the Prize, they may do so by requesting to be removed from the competition at the time they are contacted.

#### Maximum number of Entries

Maximum of ten (10) entries allowed per day per Entrant during the Promotion Period.

#### Judging criteria

One Prize Winner will be chosen by random draw from the total pool of Entrants, at a time and place located within the 'Judging Details' below.

The draw will be completed by representatives of the Promoter based on fulfilling the Entry Procedure within the Promotion Period.

The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.

The Promoter reserves the right, at all times, in its sole and absolute discretion to verify the validity of entries and Entrants (including their identity, age and place of residence) and reserves the right, in its sole discretion to disqualify any person who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process, participated in gaming behaviour, engaged in any unlawful or other improper misconduct calculated to jeopardise the 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.

Entrants warrant and agree that: (a) they will not submit any content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, deem to be defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent

from any person or property that appears in their content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the content, to the uses and terms herein; (d) their content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

#### Judging Details

##### **Date and time**

All entries will be judged at 12:00pm on Tuesday 4th January 2022

##### **Location**

Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000

#### Prize Details

The Prize consists of \$5,000 cash and will be awarded to the Prize Winner who is the account holder of the Virgin Money Go Account on which the Eligible Entry was made. This means that an authorised user, including a power of attorney and/or an authorised signatory, will be ineligible to claim a Prize. In the case of a Prize Winner who is a joint account holder with another person/s, only one Prize will be awarded jointly to the Prize Winner and the joint account holder. The Prize will be awarded to the winner within 15 business days of the relevant judging date.

#### Prize Restrictions

The Prize is non-transferable, non-exchangeable and is not redeemable for other benefits.

The Prize Winner should seek their own tax advice in relation to the receipt of the prize as the prize may constitute assessable income. In the case that a Prize Winner forfeits their Prize, or is disqualified from the Promotion, no other compensation will be provided.

#### Total prize pool

\$5,000

#### Notification of Winner

The Prize Winner will be notified via email and/or their mobile phone number provided, within two (2) business days of the judging date.

#### Publication details

The Prize Winner's name will be published at [virginmoney.com.au/blog](http://virginmoney.com.au/blog) on the following date:

Friday 14th January 2022

Prize Claim Date

Tuesday 11th January 2022

Unclaimed Prize Judging 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, the Promoter will conduct a redraw from all remaining entries on Monday 17th January 2022.

**Location**

Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000

If the Prize remains unclaimed after the redraw, the next best entry according to the judges' decision will be contacted via email and/or their mobile phone number provided.

Unclaimed Prize Winner will be notified in writing within two (2) business days of Monday 17th January 2022.

Publication date for unclaimed prize draw winner (if any)

Unclaimed Prize Winner name(s) will be published at [virginmoney.com.au](http://virginmoney.com.au) on the following dates:

Friday 21st January 2022

Additional terms

The Prize is assessable income under current taxation law, and the Bank is required to report details of payments made to the Australian Taxation Office. Withholding taxes may be applicable where an account holder is a non-resident or has chosen not to quote their tax file number. The Prize Winner should seek their own independent advice in relation to any taxation implications associated with winning the Prize.

Entrants should read the terms and conditions and guide to fees and charges associated with their Virgin Money Go Account before participating in the Promotion.

Promotion authorised under ACT Permit No. 21/01803.1

Privacy Policy

The Promoter's privacy policy can be found at:

<https://virginmoney.com.au/about-virgin-money/help-and-faqs/privacy-and-security>

# Terms and Conditions of Entry

## Background

1. These Terms and Conditions of Entry incorporate and must be read together with the above Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Terms and Conditions of Entry. By participating in this Promotion, each Entrant fully and unconditionally agrees and acknowledges that these Terms and Conditions of Entry (including the Schedule) are binding.
2. Any capitalised terms used in these Terms and Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

## Eligibility for a public Promotion

3. Entry to the Promotion is open to the residents of the Relevant State(s)/Territories who meet the Entry Restrictions (if any).
4. Employees and contractors (and their immediate families) of the Promoter and agencies directly associated with the 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 first cousin.
5. The Promotion will be conducted during the Promotion Period. To enter the Promotion, Entrants must complete the Entry Procedure during the Promotion Period.
6. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
7. Entrants are required to take full responsibility for ensuring that their entry complies with these Terms and Conditions of Entry (including the Schedule).
8. The Promoter reserves the right, at any time, to verify the validity of entries and eligible Entrants (including an eligible 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 of Entry (including the Schedule).
9. Entries will be deemed invalid where determined by the Promoter in its sole discretion that the entry breaches these Terms and Conditions of Entry (including the Schedule) or any other content guidelines notified by the Promoter during the Entry process for the Promotion, or where the relevant eligible Entrant has tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion.

## Determining and notifying winners

10. The Prize will be awarded in accordance with the Schedule.
11. Winners will be notified as specified in the Schedule and their name and State/Territory of residence will be published in accordance with the Schedule.

## Prizes

12. The Prize is specified in the Prize Details. The Prize is subject to any Prize Restrictions specified in the Schedule.
13. Any ancillary costs associated with redeeming a Prize are not included.

14. If a Prize includes gift cards or vouchers, the gift cards or vouchers are only valid until the gift card or voucher expiry date specified on the gift cards or voucher or by the issuer, and are subject to any terms and conditions imposed by the issuer. Once awarded, the Promoter is not be liable for any gift card or voucher that has been lost, stolen, forged, damaged or tampered with in any way.
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.

#### **Claiming Prizes**

16. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
17. If a Prize is not accepted or claimed by the Prize Claim Date, the relevant Prize Winner's entry will be discarded and the Promoter will deal with the unclaimed Prize in accordance with the unclaimed Prize arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed Prizes will be notified in accordance with the unclaimed Prize arrangements specified in the Schedule.

#### **General**

18. Virgin Money Australia, a division of Bank of Queensland Limited ABN 32 009 656 740 is the Promoter of this competition.
19. The Promoter may collect personal information from all Entrants in order to conduct the Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. If the information requested is not provided, the Entrant may not participate in the Promotion or claim a Prize and their entry may be deemed invalid or discarded. It is a condition of entry into the Promotion that if the winner consents to the publication of their name and city of origin in any advertisements or articles relating to the Promotion or the Prize and participates in any media releases which may include photographs of the Winner by the Promoter or any other member of the BOQ Group. By entering the Promotion, Entrants consent to the use of their names and likenesses in this manner. The Promoter's use and storage of personal information will be handled in accordance with its Privacy Policy (as referred to in the Schedule) and all applicable laws in Australia.
20. If the 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.
21. Nothing in these Terms and Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited ("**Non-Excludable Provision**"). This may include the *Corporations Act 2001*, the *Competition and Consumer Act 2010*, Australian Consumer Law or any equivalent State or Territory legislation.
22. To the maximum extent permitted by law, the Promoter (including its respective officers, employees and agents) and all other members of the BOQ Group expressly disclaim liability (including negligence), for any personal injury; or any loss or damage whatsoever (including but not limited to 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 of Entry (including the Schedule); (e) any tax liability incurred by a winner or entrant; or (f) use of a Prize.

23. If a scrutineer is required by any relevant authority, a scrutineer will be appointed to confirm that the processes followed by the Promoter provide reasonable assurance that all persons who are entitled to participate in the Promotion are entered and that the Promotion is fair. In the event of a dispute, that scrutineer will act as an adjudicator and their decision will be final and no correspondence will be entered into.
24. Neither the Promoter nor any other member of the BOQ Group will be responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet.
25. If this Promotion is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment by reason of infection by computer virus, power failure, bugs, tampering, unauthorized intervention, fraud, or technical failures or any other causes which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion), the Promoter reserves the right in its sole discretion to disqualify any individual who undermines the integrity or fair running of the Promotion for other entrants, including by tampering with the entry process, and, after consulting with the relevant legislative authorities, to cancel, terminate, modify or suspend the Promotion.
26. 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.