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| Promotion          | Virgin Money & Pet Circle Pet Selfie Promotion   |
| Promotion type     | Public (external)  |
| Promotion style    | Game of skill  |
| Promoter           | Virgin Money (Australia) Pty Limited (ABN 75 103 478 897) of Level 9, 126 Phillip Street, Sydney NSW 2000<br><br>Telephone: <u>02 8222 8000</u>  |
| Permit Numbers     | Not applicable   |
| Relevant States    | All Australian States and Territories  |
| Entry Restrictions | Entry is only open to Australian residents aged 18 years or over (an “ <b>Entrant</b> ”) who are an existing customer of Virgin Money Australia.<br><br>BOQ Group employees and contractors are ineligible to participate in the Promotion.  |
| Promotion Periods  | Opens: Friday 25 <sup>th</sup> June 2021 at 4.00pm<br><br>Closes: Friday 9 <sup>th</sup> July 2021 at 11.59pm  |
| Entry Procedure    | To enter the Promotion:<br><br>An Entrant must successfully: <ul style="list-style-type: none"> <li>i. Be following Virgin Money Australia on Instagram @VirginMoneyAu at the time of the competition closure</li> <li>ii. Like the Pet Competition Instagram post that was uploaded on June 25<sup>th</sup> 2021</li> <li>iii. Share a photo of themselves on Instagram with their pet. A pet can include Dogs, Cats, Birds, Fish, Horses, Reptiles or any other small animals.</li> <li>iv. Include the hashtag #virginmoneypetselfie, #banktoyourownbeat and tag @VirginMoneyAU</li> </ul> <p>We will contact winners via Instagram within the “Judging details” timelines.</p> <p>An Entrant will receive a maximum of one (1) entry over the course of the competition, where the response successfully tells their story creatively during the Promotion Period.</p> |

An entrant's Instagram Account must be public to enter.

#### Withdrawing entries

Any person who wishes to withdraw their entry may reply to their original message in the Instagram platform, requesting to be removed from the competition.

#### Maximum number of Entries

Up to one entry (1) per Entrant during the Promotion Period.

#### Judging criteria

Each valid entry will be individually judged based on creativity, originality, and suitability to the spirit of the competition, by a panel of judges who are representatives of the Promoter (the 'Judging Criteria').

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.

Entrants agree that they are fully responsible for the content they submit and complying with the terms of use of Instagram (as applicable). The Promoter may remove any content without notice for any reason whatsoever.

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 on 16<sup>th</sup> July 2021

##### **Location**

Level 9, 126 Phillip Street, Sydney NSW 2000

#### Prize Details

The Prize consists of one (1) \$200 digital gift card from Pet Circle

#### Prize Restrictions

The digital gift card entitles the competition winner to a one-time \$200 discount to be claimed in one transaction at [petcircle.com.au](https://petcircle.com.au) (before shipping). To claim the discount, the winner must use the discount code provided at checkout. Offer cannot be used in conjunction with any other offer.

#### Total prize pool

\$200

#### Notification of Winner

Winner will be notified in writing via reply to their Instagram entry or message inbox within two (2) business days of the judging date.

#### Publication details

The winners' name will be published at [virginmoney.com.au/blog](https://virginmoney.com.au/blog) on the following date:

Tuesday 20<sup>th</sup> July 2021

#### Prize Claim Date

Friday 23<sup>rd</sup> July 2021

#### Unclaimed Prize Judging Date

Thursday 29<sup>nd</sup> July 2021

#### Location

Level 9, 126 Phillip Street, Sydney NSW 2000

If the Prize remains unclaimed, the next best entry, according to the judges' decision, will be contacted via Instagram.

Unclaimed Prize Winner will be notified in writing via reply to their Instagram entry within two (2) business days of Thursday 5<sup>th</sup> August 2021.

#### Publication date for unclaimed prize draw winner (if any)

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

Monday 9<sup>th</sup> August 2021

#### Additional terms

Prize will be awarded to the winner within 15 business days of the relevant judging date.

The winner should seek their own tax advice in relation to the receipt of the prize as the prize may be assessable income.

#### Privacy Policy

The Promoter's privacy policy can be found at:

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

# VIRGIN MONEY PET SELFIE COMPETITION

## TERMS AND CONDITIONS

### Schedule to Terms and Conditions of Entry

#### 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 participant 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 must be received by the Promoter during the Promotion Period. Online 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 Entrant.
8. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions of Entry (including the Schedule). For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that Entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
9. Errors and omissions in an entry may be accepted at the Promoter's discretion.
10. 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).
11. Incomplete and illegible entries will be deemed invalid. Entries will also 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.
12. In the event that an eligible entry to the Promotion is held in joint names, the eligible Entrant will be the person first named on that eligible entry.

#### **Determining and notifying winners**

13. The Prize will be awarded in accordance with the Schedule.
14. 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**

15. The Prize is specified in the Prize Details. The Prize is subject to any Prize Restrictions specified in the Schedule. The total Prize pool is specified in the Schedule.
16. Any ancillary costs associated with redeeming a Prize are not included. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash.
17. 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.

18. 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

19. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
20. If a Prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes 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 and have their names and State/Territory of residence published in accordance with the unclaimed Prize arrangements specified in the Schedule.

### General

21. The Promoter is a related body corporate (as that term is defined in the *Corporations Act 2001* (Cth)) of Bank of Queensland Limited ABN 32 009 656 740 ("**BOQ**"). BOQ and its related bodies corporate will be known as the BOQ Group.
22. 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, 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.
23. 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.
24. 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.
25. 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.

26. 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.
27. 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.
28. 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.
29. 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.

**Disclaimer:**

Prepared by Virgin Money Australia, a division of Bank of Queensland Limited ABN 32 009 656 740 Australian Credit Licence AFSL 244616, the issuer of the transaction and savings accounts