

## West Coast Eagles Referral Promotion - Conditions of Entry & Privacy Policy

1. The West Coast Eagles Referral Promotion commences at 12:00am WST on 1 April 2015 and closes at 5.00pm WST on 31 January 2016 ('Promotional Period').
2. Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945, Bankwest Place, 300 Murray St, Perth WA 6000 ("Bankwest") and Indian Pacific Limited (trading as West Coast Eagles) ABN 31 009 178 894, of Subiaco Oval, Gate 12, 250 Roberts Road, Subiaco WA 6008 ("West Coast Eagles") are the promoters of this promotion ("Promoter").
3. Information on how to enter the promotion and prizes form part of these Conditions of Entry. Taking part in the promotion is deemed acceptance of these Conditions of Entry by each entrant.
4. Entry is open to Western Australian residents only who are 18 years of age and over, have a valid email account and meet the eligibility criteria detailed below.
5. Employees of the Promoter (and their immediate families) and its agencies associated with this promotion, are not eligible to enter.
6. The promotion is limited to one entry per person.
7. There are 3 prize pools:
  - 7.1. 50 match day experiences (includes 2 tickets to a West Coast Eagles home game in 2015, opportunity to watch West Coast Eagles warm up on the ground and be taken through game day rituals by a club representative) and receive a signed West Coast Eagles away guernsey ("Prize Pool 1");
  - 7.2. 50 post-season experiences (includes, on a date to be nominated by West Coast Eagles, a Sundowner in the West Coast Eagles Players' Lounge, hosted by a Bankwest Ambassador, behind the scenes tour of the West Coast Eagles' inner sanctum, and an opportunity to hear from a West Coast Eagles coach) and receive a signed West Coast Eagles away Guernsey ("Prize Pool 2"); and
  - 7.3. Go into a draw for chance to win 2 tickets to the 2015 Toyota AFL Grand Final ("AFL Grand Final Prize") ("Prize Pool 3"),  
  
(together referred to as "the Prizes").
8. There is one AFL Grand Final Prize to be won which is valued at approximately \$6540 and includes:
  - 8.1. 2 tickets to the 2015 Toyota AFL Grand Final on 3 October 2015 at the Melbourne Cricket Ground.
  - 8.2. 2 tickets to the West Coast Eagles Grand Final Eve Dinner.

- 8.3. 2 return economy airfares to Melbourne from Perth departing 1 October 2015 and returning 4 October 2015.
  - 8.4. 3 nights' accommodation in Melbourne in a standard room at the Novotel on Collins from 1 to 4 October 2015.
  - 8.5. \$500 deposited in your Bankwest account.
9. Prize Pool 1 is limited to the first 50 entries only who meet all the following eligibility criteria ("Eligibility Criteria 1):
- 9.1. Entrants apply for a Bankwest home loan and the minimum home loan applied for is \$150,000 ("Home Loan").
  - 9.2. The West Coast Eagles fan notifies Bankwest Business Development Manager or Bankwest Home Loan Specialist of this promotion.
  - 9.3. The Home Loan must be applied for and fully settled and disbursed between the dates of 1 April 2015 and 5pm WST on 30 June 2015.
10. Prize Pool 2 is limited to the first 50 entries only who meet all the following eligibility criteria ("Eligibility Criteria 2):
- 10.1. Entrants apply for a Home Loan.
  - 10.2. The West Coast Eagles fan notifies Bankwest Business Development Manager or Bankwest Home Loan Specialist of this promotion.
  - 10.3. The Home Loan must be applied for and fully settled and disbursed between the dates of 1 July 2015 and 5pm WST on 31 January 2016.
11. Prize Pool 3 is limited to entrants who meet the following eligibility criteria ("Eligibility Criteria 3"):
- 11.1. Entrants apply for a Home Loan.
  - 11.2. The West Coast Eagles fan notifies Bankwest Business Development Manager or Bankwest Home Loan Specialist of this promotion.
  - 11.3. The Home Loan must be applied for and fully settled and disbursed between the dates of 1 April 2015 and 5pm WST on 3 September 2015.
12. The recipients of Prize Pool 1 will be awarded during the period 1 April 2015 and 5pm on 30 June 2015 or until 50 prizes are awarded. The winners will be notified by phone and in writing within 2 business days of meeting Eligibility Criteria 1.

13. The recipients of Prize Pool 2 will be awarded during the period 1 July 2015 and 5pm on 31 January 2016 or until 50 prizes are awarded. The winners will be notified by phone and in writing within 2 business days of meeting Eligibility Criteria 2.
14. The winner of the Prize Pool 3 will be chosen at 12pm (WST) on 4 September 2015 at Bankwest, Level 12D 300 Murray Street, Perth WA 6000 by random draw. The winner will be notified by phone and in writing on the draw date.
15. After the first 50 entrants who meet Eligibility Criteria 1 or 2 and the allocation of the prizes in Prize Pools 1 and 2, the Promoter in its absolute discretion may award prizes to the next 50 entries who meet the Eligibility Criteria 1 or 2. The prizes awarded, if any, are at the discretion of Promoter and may include 2016 pre-season prizes or prizes in the 2016 season. The prizes awarded, if any, may differ in nature from the prizes in Prize Pool 1 or Prize Pool 2.
16. Eligible entrants will be required to provide photographic identification prior to being awarded their Prize.
17. If a winner is unable or unwilling to take any of the Prizes as stated, the winner will be deemed ineligible and will forfeit the Prize. In terms of:
  - 17.1. Prize Pool 1, the next eligible entry who meets Eligibility Criteria 1 (until 50 Prize Pool 1 prizes have been awarded) will be the winner of the prize; and
  - 17.2. Prize Pool 2, the next eligible entrant who meets Eligibility Criteria 2 (until 50 Prize Pool 2 prizes have been awarded) will be the winner of the prize; and
  - 17.3. Prize Pool 3, the next selected eligible entrant who meets Eligibility Criteria 3 will be the winner of the prize.
18. If any Prizes remain unclaimed or forfeited through ineligibility or otherwise, the Promoter will select a further winner following the process set out in clause 17 above.
19. In regards to the Prizes, the Prizes cannot be transferred, exchanged or redeemed for cash, refunded for cash, transferred into another name or be sold. The Prizes do not include any cost incurred with accepting these Prizes, such as travel to and from the game unless otherwise stated.
20. The winner and travelling companion of the AFL Grand Final Prize must travel at the same time, must depart from the same capital city and are each responsible for transport from and to their residence to their nearest capital city for flight departure/ flight return.
21. Air tickets as part of the AFL Grand Final Prize are available on the regular scheduled services of each airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. Frequent Flyer points are not available from any airline.
22. The AFL Grand Final Prize must be taken on the dates stipulated in Clause 8 and is subject to hotel and flight availability. The AFL Grand Final Prize, including flight times and names cannot be changed once flight and accommodation bookings have been made.

23. The winner of the AFL Grand Final Prize and their travelling companion are each personally responsible to ensure that they have valid documentation and appropriate travel insurance. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Prize winner and their travelling companion.
24. The AFL Authorisation code is GFAFL15/20
25. If for any reason whatsoever beyond the reasonable control of the Promoter, the promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) subject to any written directions from a regulatory authority, to cancel, suspend, modify, terminate or cancel the promotion.
26. Bankwest reserves the right to make changes to the Prize's and Prize Pools' allocation through the promotion.
27. The Promoter will use its best endeavours to provide the Prizes listed. If the Prizes are unavailable for whatever reason, the Promoter reserves the right to substitute for that Prize or item a Prize of an equivalent value subject to any written directions given under applicable trade promotion laws and regulations.
28. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and address) and reserves the right to disqualify any entrant for tampering with the entry process (including but not limited to tampering by way of use of automatic entry software) or for submitting an entry that is not in accordance with these Conditions of Entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
29. The Promoter's decision is final and no correspondence will be entered into.
30. Except for any implied condition or warranty the exclusion of which from these conditions of entry would contravene any statute or cause any part of these conditions of entry to be void ("Non Excludable Condition"), the Promoter excludes from these conditions of entry all conditions, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, the Promoter (including its officer, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss or profits) whether direct, indirect, special or consequential, arising in any way out of the promotion, including, without limitation, the following: (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 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 Conditions of Entry; (e) any tax implications; (f) the cancellation or postponement of any Event; and/or (g) a Prize or use of a Prize.

31. All entries become the property of the Promoter.
32. Each entrant consents to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome), the Promoter and or products/services supplied by the Promoter.
33. Each entrant consents, by entering this promotion, to the Promoter using the entrant's name to identify the entrant and to use the email address that the entrant has specified to contact the entrant by email. These emails may be sent from 'the Bankwest Referral Promotion' or from the Promoter, at the complete discretion of the Promoter.
34. Each entrant consents, if the entrant becomes a winner, to provide to the Promoter with his/her mailing address in order to be sent his/her respective Prize. Entrants acknowledge that failure to provide a mailing address may result in their Prize being forfeited.
35. The Promoter collects personal information in order to conduct the promotion and provide any goods/services requested and may, for that purpose, disclose such information to third parties, including, but not limited to, prize suppliers or a regulatory authority and for any purpose to which the entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct information to the Promoter and by calling 13 17 19.
36. As part of the referral and with each Home Loan applied for by each entrant, Bankwest will pay West Coast Eagles the following commissions:
  - 36.1. One off payment of 0.44% of all settled loan deals, other than business loans, and for home loans only up to maximum value of \$3 million.
  - 36.2. Additional commissions of between 0.10% and 0.25% if the total settled home loan deals, other than business loans, with a 12 month period exceed the following set values:
    - 36.2.1. If settled deals for the preceding 12 months are equal to or greater than \$10 million and less than \$15 million: commission payable 0.10%;
    - 36.2.2. If settled deals for the preceding 12 months are equal to or greater than \$15 million and less than \$20 million: commission payable 0.20%; and
    - 36.2.3. If settled deals for the preceding 12 months are equal to or greater than \$20 million: commission payable 0.25%.
  - 36.3. Commissions payable on business loans are negotiated on a deal by deal basis.
37. The promotion is governed by the laws of Western Australia and each entrant agrees to be bound by the laws of that State (regardless of their place of residence) in connection with the promotion.