

## **“A Day on the Green Dream Pass 2017/18” Competitions Terms and Conditions of Entry**

1. Information on how to enter and the prizes forms part of these Terms and Conditions of Entry.
2. The Promoter is running a separate ‘A Day on the Green Dream Pass’ competition in respect of each ‘A Day on the Green’ event to be held in Queensland, New South Wales and Victoria between October 2017 and April 2018. These Terms and Conditions of Entry apply to each competition.
3. To enter any one of the competitions, the entrant must visit [www.sunsuper.com.au/dreampass](http://www.sunsuper.com.au/dreampass) and complete and submit an entry form (“**Entry Form**”). The competitions will be identified on the Entry Form by reference to a specific ‘A Day on the Green’ event date and location. The entrant must use the Entry Form to nominate which competition the entrant is entering.
4. Entry into this Competition is deemed acceptance of these Terms and Conditions of Entry.
5. In these Term and Conditions of Entry:
  - (a) ‘**Business Day**’ means a day which is not a Saturday, Sunday or public holiday in Brisbane, Queensland;
  - (b) ‘**Competition**’ is a reference only to the Competition which the Entrant enters;
  - (c) ‘**Event**’ is a reference only to the ‘A Day on the Green’ event which is used on the Entry Form to identify the competition which the entrant enters; and
  - (d) ‘**Promoter**’ means Sunsuper Pty. Ltd. ABN 88 010 720 840, as Trustee and issuer of the Sunsuper Superannuation Fund, ABN 98 503 137 921, 30 Little Cribb Street, Milton QLD 4064, phone 13 11 84.

### **Eligibility to enter Competition**

6. Entry into the game of chance Competition is only open to persons who:
  - are residents of Australia;
  - are 18 years of age or older as at 8.00am (AEST) on Friday 1<sup>st</sup> September 2017; and
  - hold a ticket to the Event.
7. An eligible entrant can make one entry per ticket to the Event they hold.
8. Directors, management, employees (and their immediate families) of the Promoter and other agencies associated with this Competition are not eligible to enter this Competition. 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 1st cousin.

### **Competition Period**

9. The Competition commences at 8.00am (AEST) on 15 September 2017 and ends at 5.00pm (AEST) on the date which is 7 days before the date on which the Event is to be held (“**Competition Period**”). Entries received after this time and date will be deemed invalid.

### **Game of Chance**

10. To enter the Competition and be eligible to win, entrants must, during the Competition Period, visit [www.sunsuper.com.au/dreampass](http://www.sunsuper.com.au/dreampass) and complete and submit the Entry Form.
11. The prize draw will take place at 30 Little Cribb Street, Milton at 10.00am on the first Business Day after the end of the Competition Period (**Draw Date**).
12. The first valid entry drawn will win a prize comprised of the following, which is valued at \$400:
  - For the winner and guests
    - Entry to the event up to 2 hours before official gates open
    - a guided tour of the event venue
    - the opportunity to listen to the venue soundcheck at the event
    - a backstage tour at the event
    - a non-alcoholic beverage backstage at the Event
    - General Admission ticket holders will have the opportunity to select their GA space prior to the Event opening
13. The winning entrant (**First Winning Entrant**) will be notified by phone using the phone provided on their Entry Form by 5.00pm on the Draw Date. To claim the prize, the winning entrant will need to respond to the email by 5.00pm on the day after the Draw Date.
14. Where the First Winning Entrant does not claim the prize by 5.00pm on the day after the Draw Date, a second prize draw will take place at 9.00am (AEST) on the next Business Day at 30 Little Cribb Street, Milton, Queensland. The Promoter will notify that winning entrant (**Second Winning Entrant**) as soon as practicable after the judging in accordance with clause 14 above. If the Second Winning Entrant does not claim the prize within 48 hours after notification, the prize will be forfeited.
15. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing entrants from successfully submitting an entry or claiming a prize.

### **Publicity**

16. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition or any matter incidental to it (including any outcome), and promoting any products distributed or supplied by the Promoter.

### **General Conditions**

17. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an 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, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. 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. The Promoter also reserves the right to request winners to provide proof of identity, proof of residency at the nominated delivery address, and/or proof of entry validity.

18. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant
19. The Promoter's decision is final and binding and no correspondence will be entered into.
20. Incomplete or indecipherable entries will be deemed invalid.
21. Entry in this Competition is free of charge, however, any other costs incurred by the entrant associated with entering the Competition are the entrant's responsibility.
22. If for any reason a winning entrant does not take a prize (or an element of the prize), by the time stipulated by the Promoter, that prize (or that element of the prize) will be forfeited.
23. If a prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute a prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
24. Prizes, or any unused portion of the prizes, are not transferable or exchangeable and cannot be taken as cash.
25. The prizes are subject to the standard terms and conditions of individual prize and service providers.
26. The Promoter takes no responsibility for the delayed delivery of the prizes.
27. The Promoter accepts no responsibility for late, misdirected entries, or entries not received for any reason during the Competition Period, including for any periods of unavailability or technical difficulties with the Competition email address.
28. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition or suspend or modify the prize, subject to any written directions from a relevant regulatory authority.
29. If this Competition 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) to modify, suspend, terminate or cancel the Competition, as appropriate, subject to any written directions from a relevant regulatory authority.
30. Nothing in these Terms and Conditions of Entry 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**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 Competition.

31. Except for any liability that cannot be excluded by law, 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 this Competition, including, but not limited to, where arising out of 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 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; (e) if any of the A Day on the Green concerts are cancelled, delayed, suspended or postponed for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking/use of a prize and/or participation in any element of a prize.
32. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.sunsuper.com.au/content/privacy.cfm](http://www.sunsuper.com.au/content/privacy.cfm). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. In order to conduct this Competition, the Promoter will not disclose entrants' personal information to any entity outside of Australia. Generally, the Promoter may disclose entrants' personal information to entities outside Australia only for the purposes and to the locations described in its Privacy Policy.
33. As a condition of accepting a prize, each winner (and their companions) must sign any legal documentation as and in the form reasonably required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner or winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
34. The Promoter is Sunsuper Pty. Ltd. (ABN 88 010 720 840) of 30 Little Cribb Street, Milton, QLD 4064, telephone 13 11 84.

NSW Permit No. LTPM/17/02269