

## SPIN THE WHEEL AND ANSWER THE QUESTION CORRECTLY PROMOTION

Count State Conferences  
October-November 2023

### TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to entrants 18 years or over.
3. The Promoter is Australian Retirement Trust Pty. Ltd. (ABN 88 010 720 840) of 266 George Street Brisbane City QLD 4000.
4. The Promoter reserves the right to amend these terms and conditions at any time, in its sole discretion.
5. Employees (and their immediate families) of the Promoter 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 1<sup>st</sup> cousin.
6. The promotion commences at 8.00am AEST on Monday 16 October 2023 and ends at 4.00pm AEST on Friday 3 November 2023 ("**Promotional Period**").
7. Each entrant is only entitled to one entry.
8. 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.
9. 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.

### **Prize**

10. Upon entry, entrant may spin the wheel provided by the Promoter at the direction of an employee or agent of the Promoter. The wheel will land on one of the numbers and each number represents a prize.
11. The Promoter's employee or agent will pose the entrant a question. The entrant is entitled to a prize provided by the Promoter regardless of whether they answer the question correctly or incorrectly.
12. The Promoter in its sole discretion will determine the Prizes available for the duration of the competition. Each Prize is valued at under \$50. The total prize pool available for the promotional period is valued at approximately \$3,864.

## General

13. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, or suspend or modify a prize.
14. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the Prize will be forfeited.
15. The Prize (or any unused portion of the Prize) is not transferable or exchangeable and cannot be taken as cash.
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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
17. If this 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
18. 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**"). 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 promotion.
19. 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: (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 tax liability incurred by a winner or entrant; or (e) taking and/or use of a prize.
20. 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 and prize suppliers. 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 <https://www.australianretirementtrust.com.au/disclaimers-and-disclosures/privacy-policy>. 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. For the purpose of conducting this competition, the Promoter will not disclose entrant's personal information to any entity outside of Australia. Generally, the Promoter may disclose its member's personal information to entities outside Australia only for the purposes and to the locations described in its Privacy Policy.

21. As a condition of accepting the Prize, the winner may be required to sign any legal documentation as and in the form required by the Promoter and/or Prize suppliers in their absolute discretion, including but not limited to a confidentiality agreement, legal release and indemnity form. In the event a winner is under the age of 18 or does not have legal capacity, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.