

“SUNSUPER SURPRISE 30th” PROMOTION

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 Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this 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 1st cousin.
4. The promotion commences at 12.00am AEST on Friday 1st September 2017 and ends at 11:59pm AEST on Sunday 24 September 2017 (“**Promotional Period**”). All times in this promotion are based on QLD local time.
5. To enter, individuals must, during the Promotional Period enter via the following method
 - (a) visit the Promoter’s competition website at www.sunsupersurprise.com.au
 - (b) follow the instructions on the competition entry page, including identifying a person by their full name (**Nominee**) and telling the Promoter in 150 words or less why the Nominee deserves the ultimate surprise 30th birthday party ; and
 - (c) submit the fully completed online entry form.
6. Incomplete or indecipherable entries will be deemed invalid.
7. Only one entry per person is permitted.
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.

Entry judging and prize categories

10. This is a game of skill. The Promoter will judge entries in accordance with the following criteria (in no particular order):
 - a. creativity; and
 - b. originality and suitability.

11. The judging will take place at the premises of the Promoter at 30 Little Cribb Street, Milton, Queensland 4064 on Monday 25 September 2017 at 10am (**Judging**).

12. At the Judging, the Promoter will select winners in the following prize categories:

Grand Prize Category

(a) one (1) winner to receive the Grand Prize set out below (**Grand Prize Winner**);

Minor Prize Categories

(b) fifty (50) winners to receive the Category 1 Minor Prize (**Category 1 Minor Prize Winners**).

(c) five (5) winners to receive the Category 2 Minor Prize set out below (**Category 1 Minor Prize Winners**).

13. Entries submitted by:

(a) members of the Sunsuper Superannuation Fund - are eligible to win the Grand Prize or Category 1 Minor Prize (**Category 1 Entrants**); and

(b) any other entrant - are eligible to win the Grand Prize or Category 2 Minor Prize (**Category 2 Entrants**).

14. The winners in the Minor Prize Categories are collectively referred to as the '**Minor Prize Winners**' in these Terms and Conditions

15. An entrant who wins the Grand Prize is ineligible to win a Category 1 Minor Prize or Category 2 Minor Prize.

16. The Promoter will determine the winning entries based on the criteria set out in clause 10 in its sole discretion. Chance plays no part in the outcome and all decisions by the Promoter are final.

17. The Promoter may select additional reserve entries within each Minor Prize Category and record them in order based on Judging in case a Winner does not claim, or forfeits, a Prize.

Prizes

18. The Grand Prize Winner will receive (**Grand Prize**):

(a) 6 VIP tickets (**VIP Tickets**) to the 'Sunsuper Riverfire Dream Party' at *Sunsuper Riverfire 2017* on Saturday 30 September 2017 at the Salome Lounge, Cultural Forecourt, Southbank (**Event**);

(b) Exclusive area for 6 people within the 'Sunsuper Riverfire Dream Party', with entertainment and front-row seats to the Sunsuper Riverfire fireworks display.

(c) Catering hospitality for 6 people including a selection of beverages, canapes and birthday cake and a private waiter.

(d) Private limousine pick up from a Brisbane location to the Sunsuper Riverfire precinct.

19. Each Category 1 Minor Prize Winner will receive (**Category 1 Minor Prize**):
 - (a) 4 tickets to the 'Sunsuper Riverfire Dream Party' at Sunsuper Riverfire 2017 on Saturday 30 September 2017, with entertainment and a view of the Sunsuper Riverfire fireworks display.
 - (b) Catering hospitality including a selection of beverages and canapes.
20. Each Category 2 Minor Prize Winner will receive (**Category 2 Minor Prize**):
 - (a) 4 tickets to the 'Sunsuper Riverfire Dream Party' at Sunsuper Riverfire 2017 on Saturday 30 September 2017, with entertainment and a view of the Sunsuper Riverfire fireworks display.
 - (b) Catering hospitality including a selection of beverages and canapes.
21. The Promoter will contact the Grand Prize Winner and Minor Prize Winners within two (2) Business Days of the Judging to inform them that they are a Winner.
22. As a condition of accepting the Grand Prize, the Grand Prize Winner agrees to:
 - (a) give one of the 6 VIP Tickets to the Nominee and immediately inform the Promoter if the Nominee is unable or unwilling to attend the Event; and
 - (b) advise the Promoter at least 24 hours prior to the Event the names of the persons attending the Event using the VIP Tickets.
23. A Winner will forfeit a Prize if:
 - (a) in the case of the Grand Prize Winner – the Nominee is unable or unwilling to attend the Event;
 - (b) in the case of a Grand Prize Winner or a Minor Prize Winner - the Promoter is unable to contact the Winner using the details submitted on the entry form within two (2) business days of the Judging.
24. If a Winner forfeits their Prize:
 - (a) in the case of forfeiture by the Grand Prize Winner – the Promoter will select another Grand Prize Winner from the Minor Prize Winners, based on further Judging of entries according to the criteria set out in clause 10;
 - (b) in the case of forfeiture by a Category 1 Minor Prize Winner – the Minor Prize will be awarded to the highest ranked reserve entry submitted by a Category 1 Entrant; and
 - (c) in the case of forfeiture by a Category 2 Minor Prize Winner – the Minor Prize will be awarded to the highest ranked reserve entry submitted by a Category 2 Entrant.
25. Winners will be responsible for all expenses relating to claiming the Grand and Minor Prize not outlined in the prize inclusions. Grand Prize limousine pick up must be from a location in Brisbane and transport from the venue at the end of the event is not included. Transport to or from the venue is not included in the minor prize.

General

26. As a condition of entry to this Competition, each entrant agrees that in connection with their participation in this Competition they will not do, or engage in, any activity which:
 - (a) is inappropriate, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, engaging in any conduct involving public nudity, malice, violence or swearing or conduct which is abusive, harassing, threatening or objectionable with respect to race, religion, origin or gender or engaging in any conduct which is not suitable to be seen or heard by children under age 15);
 - (b) is defamatory, or potentially defamatory, or has the potential to cause damage to any person's brand or reputation (including, without limitation, the Promoter's brand or reputation); or
 - (c) breaches any law or infringes the rights (including intellectual property rights) of any person (including, without limitation, the rights of the Promoter).
27. 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.
28. If a prize (or part of a 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.
29. Total Grand Prize pool value is \$2000.
30. Total Category 1 Minor Prize pool value is \$6,000.
31. Total Category 2 Minor Prize pool value is \$60,000.
32. The Prize (or any unused portion of the Prize) are not transferable or exchangeable and cannot be taken as cash.
33. 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 broadcasting the Segment, promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
34. 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.
35. Any cost associated with accessing the promotional page is the entrant's responsibility and is dependent on the Internet service provider used.

36. 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.
37. 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.
38. 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 <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. 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.
39. As a condition of accepting a prize, each 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.
40. The Promoter is Sunsuper Pty. Ltd. (ABN 88 010 720 840) of 30 Little Cribb Street, Milton, QLD 4064.