

**“NESS SUPER MEMBER & EMPLOYER SURVEY” PROMOTION**  
**TERMS AND CONDITIONS**

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.

1. Entry is only open to Australian residents who: (a) are a NESS Super Industry Member and/or a NESS Pension Member and/or a NESS Super participating Employer at the time of entry and remain a member and/or participating Employer until the time of the draw. For the purposes of these Terms and Conditions “an Australian resident” is a person who resides in Australia and has permission to remain permanently either because they are an Australian resident, an Australian citizen, or the holder of a permanent VISA or a protected special category VISA. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
2. 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 1<sup>st</sup> cousin.
3. Promotion commences on 24/05/2018 and final entries close at 11:59pm time on 21/07/2018 (“**Promotional Period**”). All times indicated are in Australian Eastern Standard Time (“**AEST**”).
4. There will be two (2) draws conducted for this promotion: (1) a “**Member Draw**”; and (2) a “**Employer Draw**”.
5. To receive an automatic entry into the Draw, eligible individuals must complete a “**Member Satisfaction Survey**” or “**Employer Satisfaction Survey**” during the Promotional Period by the following method:
  - a) eDM (only open to eligible individuals that receive a promotional eDM from the Promoter): click on the link provided in the eDM to the survey landing page.
6. Multiple entries not permitted.
7. 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.
8. 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.
9. The Draw will take place at NESS Super Pty Ltd, Level 3, 28 Burwood Road, Burwood, NSW 2134 on 22/07/2018 at 10:00am. The Promoter may draw additional reserve entries in each draw and record them in order in case an invalid entry or ineligible entrant is drawn or if a drawn entrant is unable to take the prize.
10. The winners will be notified by email within two (2) business days of the relevant draw and must accept the prize in writing within five (5) business days of being notified by the Promoter.

The winners' names will also be published online at [nesssuper.com.au](http://nesssuper.com.au) on 22/07/2018. If a winner does not accept their prize in writing by the time specified by the Promoter or is unable to take the prize, the prize will be awarded to the next reserve entry for that draw.

11. The Promoter's decision is final and no correspondence will be entered into.
12. The first valid entry drawn in the "**Member Satisfaction Survey**" Draw will win an "**EFTPOS Gift Card**", valued at \$250.00. The first valid entry drawn in the "**Employer Satisfaction Survey**" Draw will win an "**EFTPOS Gift Card**", valued at \$250.00.
13. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
14. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
15. 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is \$500.00.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
18. A draw for any unclaimed prizes may take place on 22/07/2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email within two (2) business days of the draw and the Prize winner's name will also be published online at [nesssuper.com.au](http://nesssuper.com.au) on 22/07/2018.
19. 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.
20. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
22. 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.

23. 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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) taking/use of and/or participation in a prize.
24. As a condition of accepting a prize, each winner must 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 legal release and indemnity form. In the event a winner 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.
25. 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.nesssuper.com.au/Privacy Policy](http://www.nesssuper.com.au/PrivacyPolicy). 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. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
26. The Promoter is NESS Super Pty Ltd (ABN 28 003 156 812) of Level 3, 28 Burwood Road, Burwood, NSW 2134, telephone (02) 9021 9627. All queries should be directed to Simon Horrod, Senior Member Services Officer, NESS Super.
27. NSW permit number LTPS/18/24726