STUDENT SUPER TEXTBOOK CASH BACK COMPETITION

COMPETITION CONDITIONS OF ENTRY

- Information on how to enter and prize details set out in all communications regarding the Student Super "Textbook Cash Back Competition" Promotion (the "Promotion") form part of these Conditions of Entry. Any entry not complying with these Conditions of Entry is invalid. Entry into this Promotion and the acceptance or receipt of the prize by the winner (or the parent(s) or guardian(s) of the winner) is deemed as acceptance of these Conditions of Entry. If the winner of the prize is under 18 years of age, the prize will be awarded to the winner's parent(s) or guardian(s) on the winner's behalf.
- The Promoter is Student Super Professional Super Pty Ltd (ABN 31 617 160 971; AFSL No. 499786) of 56 Meagher Street, Chippendale, NSW 2008, telephone 1300 646 960 (the "Promoter"). Student Super Professional Super Pty Ltd is the Founder and Promoter of the Student Super Professional Super superannuation fund, which is marketed under two brands - Student Super and Professional Super.
- 3. The Promotion commences at 9.00am (AEST) on 1 February 2019 and closes at 11.59pm (AEST) on 31 March 2019 (the "Promotion Period").
- 4. Entry into the Promotion is only open to individuals who satisfy the following eligibility requirements ("Eligibility Requirements"):
- a. Individuals must be an Australian resident living in in ACT, NSW, NT, QLD, TAS, VIC or WA. SA residents are not eligible to enter the competition;
- Individuals must be a full-time or part-time tertiary student at an Australian university as at the time they meet the Entry Criteria outlined in clause 5 and at the time/date of the draw (i.e. 10.00am (AEST) on 2 April 2019);
- c. Individuals must be able to prove (through provision of a valid receipt) that they have purchased at least one new or second-hand textbook between 1 February 2019 and 31 March 2019;
- Individuals must not be an employee or a member of their immediate family (spouse, parent, sibling or child) of the Promoter or the Promoter's related entities directly involved in the Promotion (as determined by the Promoter); and
- e. Individuals under the age of 18 must have parent or guardian consent to participate in and win a prize in this Promotion. In addition, the parent/guardian of the individual must read and consent to these Conditions of Entry. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion and winning a prize.
- 5. To enter, eligible individuals must fulfil the following criteria ("Entry Criteria") by 31 March 2019:
- . Signed up to receive marketing emails from Student Super; or
- a. Had their application to join Student Super accepted; and

- Be able to prove (through provision of a valid receipt) purchase of at least one textbook between 1 January 2019 and 31 March 2019.
- 6. Upon satisfaction of Entry Criteria (a) or (b), individuals will receive one (1) entry into the Promotion.
- 7. Individuals will also receive an email containing their unique share link. Individuals who share their unique link with friends and family may receive additional entries into the Promotion. To be eligible to receive additional entries, the individual's friend/family member must enter the Promotion via the unique share link. Three (3) additional entries will be granted to an individual for each friend or family member who enters the Promotion via their unique link.
- Provision of an incorrect or inactive email address or failure to complete the application for membership form correctly will mean that the Entry Criteria in clause 5 above has not been fulfilled. Entries must be received before the end of the Promotion Period to be valid (i.e. by 11.59pm (AEST) 31 March 2019 (inclusive)).
- 9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an individual's identity, age, place of residence, place of study and purchase of textbook(s)) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of the Eligibility Requirements or Entry Criteria, 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.
- 10. Only one (1) entry is permitted per person, with the exception of individuals who use their unique share link to gain additional entries under clause 7.
- 11. The draw will be conducted by a representative of the Promoter at 10.00am (AEST) on 2 April 2019 at the offices of Student Super Professional Super Pty Ltd. The winner will be notified in writing within two (2) business days of the draw, and their name will be published on the Student Super website (studentsuper.com.au) on 4 April 2019. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn, or, in the case the winner wishes to forfeit the prize.
- 12. There will be one hundred (100) prizes awarded in this Promotion.
- 13. The first 100 valid entries drawn will win \$250 each, which will be paid into the winner's (or the parent(s) or guardian(s) of the winner) Australian bank account via electronic funds transfer.
- 14. The winner (or the parent(s) or guardian(s) of the winner) must provide their Australian bank account name, BSB and account number to the Promoter within 5 business days of receiving notification of winning the competition. The bank account must be in the winner's name (or the names of the parent(s) or guardian(s) of the winner). Failure to provide correct bank account details within this timeframe means that the winner will forfeit their prize.
- 15. The total prize pool value is AU\$25,000.
- 16. The prize, or any unused portion of the prize, is not transferable or exchangeable.

- 17. The Promoter's decision is final and no correspondence will be entered into.
- 18. By participating in this Promotion, the winner, or the winner's parent(s) or guardian(s) (if the winner is aged under 18 years), agrees to their name and photo being published on the Student Super website (<u>www.studentsuper.com.au</u>) and Facebook page (<u>https://www.facebook.com/StudentSuperAustralia/</u>).
- 19. The winners (or the winners' parent(s) or guardian(s)) must accept the prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from their prize. The winners should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
- 20. 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.
- 21. The Promoter reserves the right to request that the winners demonstrate their eligibility for the prize as a condition of receipt of the prize. Identification considered suitable for verification is at the discretion of the Promoter. 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.
- 22. Subject to the unclaimed prize draw clause, if for any reason a winner does not claim the prize by the time specified by the Promoter, then the prize will be forfeited.
- 23. If a winner fails to claim their prize by 5:00pm AEST on 9 April 2019, then a draw for the prize, if unclaimed, may take place on 10 April 2019, at the same time and place as the original draw, subject to any written directions given under applicable trade promotion laws and regulations. The winner, if any, will be notified in writing within two (2) business days of the draw and their name will be published on the Student Super website (studentsuper.com.au) on 12 April 2019.
- 24. If for any reason this Promotion is not capable of running as planned (including, but not limited to) infection by computer virus, bugs, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may take any action that may be available including cancelling, terminating, modifying or suspending the Promotion, subject to any written directions given under applicable trade promotion laws and regulations. The Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process.
- 25. Nothing in these 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 and its related entities, and its and their respective directors, officers, employees and agents, will not be liable for and excludes all liability (including negligence) for, any personal injury, loss or damage whatsoever which is suffered or sustained

(including, but not limited to indirect or consequential, financial or other loss) arising in any way out of the promotion.

- 26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related entities (including its and their 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 an entrant; or (e) taking and/or use of the prize.
- 27. As a condition of accepting the prize, a winner or a winner's parent(s) or guardian(s) (if the winner is aged under 18 years), must sign any legal documentation as and in the form required by the Promoter, in its absolute discretion, including but not limited to a legal release and indemnity form.
- 28. All entries become the sole property of the Promoter. The Promoter collects your personal information so that it may process your entry, administer this Promotion and contact you regarding information on products or services that may be of benefit or interest to you. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions, including contractors, prize suppliers, service providers and, as required, to Australian regulatory authorities. The Promoter will use and handle your personal information as set out in its Privacy Policy, which can be viewed at <u>www.studentsuper.com.au/privacy</u>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their Personal Information, 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. The Promoter may disclose an entrant's personal information overseas from time to time (see Promoter's Privacy Policy for details). You may also access and correct your information by contacting the Privacy Officer at privacy@studentsuper.com.au/privacy).
- 29. These Conditions of Entry shall be governed by the laws of Australia and each entrant agrees to submit to the non-exclusive jurisdiction of Australia. Authorised under NSW Permit No. LTPS/19/31372 Authorised under ACT Permit number ACT TP 19/00101