

**“SUNSUPER NIGHT SKY 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 Queensland residents.
3. Entrants must be 18 years old or over.
4. 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.
5. The promotion commences on 7/09/2020 and entries close at 16:00 AEDST on 18/09/2020 at (“**Promotional Period**”).
6. To enter the competition, the entrant must visit [www.sunsuper.com.au/sunsupernightsky](http://www.sunsuper.com.au/sunsupernightsky) and complete and submit an entry form (“Entry Form”).
7. Only one (1) entry is permitted per person.
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. Incomplete, indecipherable, inaudible or illegible entries will be deemed invalid.
10. 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.
11. The draw will take place at the Promoter’s offices at 30 Little Cribb Street, Milton, QLD, 4066 on 18/09/2020 at 5.00PM AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
12. Winners will be notified by phone and email within two (2) business days of the draw.
13. The Promoter’s decision is final and no correspondence will be entered into.
14. Any ancillary costs associated with redeeming the prize, including transport and accommodation, are not included.
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize by confirming acceptance with the Promoter within 48 hours of being notified, then the prize will be forfeited.
16. The availability of the prize is subject to any limitations or restrictions which, in the Promoter’s sole discretion, are necessary in order to minimise the risk of COVID-19 transmission or are otherwise required to comply with any directions of a governmental agency or rules of the venue.

17. If all or any part of the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
18. Total prize pool value is AU\$5000
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. A draw for any unclaimed prizes (if any) will take place on 21/09/2020 at the same time and place as the original draw. Winners, if any, will be notified by phone and email within one (1) business day of the draw.
21. 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.
22. 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.
23. Any cost associated with, accessing the Internet, and/or contacting Sunsuper via phone is the entrant's responsibility and is dependent on the Internet service provider and/or telephone service provider used.
24. Any cost associated with entering this promotion i.e. accessing [www.sunsuper.com.au/sunsupernightsky](http://www.sunsuper.com.au/sunsupernightsky), are the entrant's responsibility and are dependent on the applicable service provider used.
25. 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.
26. 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 (f) taking/redeeming a prize.
27. 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.

28. 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 entrant's personal information to any entity outside of Australia. Generally, the Promoter may disclose member's personal information to entities outside Australia only for the purposes and to the locations described in its Privacy Policy.
29. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
30. The Promoter is Sunsuper Pty. Ltd. (ABN 88 010 720 840) of 30 Little Cribb Street, Milton, QLD 4064, telephone 13 11 84.