

“SUNSUPER RIVERFIRE RULE THE NIGHT” 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 1st cousin.
- 5) The promotion commences at 5.00pm AEST on 15 July 2019 and final entries close at 11:59pm AEST on 22 September 2019 (“**Promotional Period**”).
- 6) To enter the promotion, the entrant must visit <https://www.sunsuper.com.au/rulethenight>, locate, complete and submit an entry form (“**Entry Form**”).
- 7) Only one (1) entry permitted per person for submitting an Entry Form. Each entrant who has submitted an Entry Form can also obtain an additional entry by sharing a pic on the ‘Rule the Night Throne’ to Instagram or Facebook and tagging the post with ‘#sunsuperRiverfire’. The Rule the Night Throne will be located at Treasury Brisbane Arcadia, as part of the Brisbane Festival, Southbank from 9.00am AEST on 6 September 2019 to the end of the Promotional Period.
- 8) In order to obtain the additional entry, the Entrant’s Facebook and Instagram account must be set to Public and their social handle must have person’s first name and last name to be counted and verified. Where Sunsuper is unable to identify an applicable Entry Form related to a post using the hashtag above, an Entrant will not be eligible for the additional entry unless they respond to a request by Sunsuper for sufficient information to identify that person’s Entry Form.
- 9) 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.
- 10) Incomplete, indecipherable, inaudible or illegible entries will be deemed invalid.
- 11) 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.
- 12) The draw will take place at the Promoter’s premises at 30 Little Cribb Street, Milton, QLD 4064 on 23 September 2019 at 10:00am AEST. Additional reserve entries may be drawn and recorded in order in case an invalid entry or ineligible entrant is drawn.
- 13) The Winner will be notified by phone and email within two (2) business days of the draw.
- 14) The name of the winner will also be published on the Promoter’s website at www.sunsuper.com.au/competitions from 24 September 2019.
- 15) The first valid entry drawn will win

- a) a private event at Stokehouse Q, Brisbane up to the value of \$3,000 for up to 15 guests on 28 September 2019; and
 - b) a Brisbane area limousine transfer to and from Stokehouse Q for up to 13 guests,
- (together, **Prize**).

- 16) Any ancillary costs associated with redeeming the Prize are not included.
- 17) Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize by confirming acceptance in writing with the Promoter within two (2) days of being notified, then the prize will be forfeited.
- 18) If 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, subject to any written directions from a regulatory authority.
- 19) The Prize value is up to \$4,500.
- 20) The Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 21) If the Prize is unclaimed, a draw for the unclaimed Prize will take place on 25 September 2019 at the same time and place as the original draw. The Winner will be notified by phone and email within two (2) business days of the unclaimed prize draw and their name will be published on the Promoter's website at www.sunsuper.com.au/competitions from 26 September 2019.
- 22) The Promoter expressly reserves the right to eject any winner (and/or his/her companions) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize.
- 23) Entrants consent to the Promoter, and any person invited by 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.
- 24) 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.
- 25) Any cost associated with, accessing the Internet is the entrant's responsibility and is dependent on the Internet service provider used.
- 26) 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.
- 27) 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.

- 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. 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 Promoter is Sunsuper Pty. Ltd. (ABN 88 010 720 840) of 30 Little Cribb Street, Milton, QLD 4064, telephone 13 11 84.