

“SUNSUPER NIGHT SKY LEVIATHAN GIVEAWAY PROMOTION”

TERMS AND CONDITIONS

Sunsuper Pty Ltd **Brisbane Festival 2020 Social Media Leviathan Giveaway**

Entry

1. Sunsuper Pty Ltd (ABN 88 010 720 840) is the promoter (“Promoter”) of the Brisbane Festival 2020 Social Media Leviathan Giveaway (the “Prize Draw”).
2. Entry to the Prize Draw is on the basis of one entry per person and in order to enter, participants must be over the age of 18, a current Queensland resident and have entered the Prize Draw at the Sunsuper Facebook or Instagram by responding to the promotional post, tagging a friend and both be following either the official Sunsuper Facebook or Instagram account.
3. Information on how to enter and the prizes form part of these Terms and Conditions. By entering the Prize Draw the entrant agrees to be bound by these terms and conditions (“Terms and Conditions”).
4. The draw is not open to employees of the Promoter (or its associated companies or subsidiaries), or their families.
5. The competition commences at 7.00am AEST 20 August 2020 and ends at 10.00pm AEST 25 August 2020 (“Competition Period”).
6. Incomplete or indecipherable entries will be deemed invalid.
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 competition. 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. This is a game of chance and skill plays no part in determining the winner.

Prize

10. The prize is four (4) tickets to Leviathan, Fri 11 September, 7.30pm, QPAC Playhouse
11. One winner will be drawn at random from all entries received in accordance with Paragraph 2 (the “Winner”). The draw will take place at 30 Little Cribb Street, Milton on 26 August 2020 at 10.00am AEST.
12. The winner will be notified via the Facebook/Instagram promotional post and via direct message. Winner will need to supply their full name, postcode, email address and contact phone number. Tickets will be online only with no paper ticket handling. Winners will also need to register at the event. If the does not meet the eligibility requirements set out in clause 2 or the Promoter cannot successfully contact the Winner within 48 hours of the Winner being drawn (making reasonable

efforts), then the Winner forfeits the right to the Prize and another entrant will be drawn for the Prize.

13. The decision of the Promoter is final and no correspondence will be entered into.
14. 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.
15. The Prize is non-transferable and there are no cash alternatives. The Promoter reserves the right to substitute the Prize with another of a similar nature and/or equal or greater value at any time for any reason (including for the reasons set out in clause 14 above). If the Winner is unable or unwilling to accept a Prize, subsequent draws will take place until a new Winner is found who is able/willing to accept the Prize.
16. Total prize pool value is AU\$220.

Consent and Privacy

17. By entering the Prize Draw, the participants consent to being contacted by the Promoter via social media. The Winner consents to their name and/or photograph being published for promotional or marketing purposes. The Promoter's Privacy Policy at www.sunsuper.com.au/content/privacy.com contains details on how info is used, where it may be disclosed including overseas and how you may access/correct info held and our privacy complaints process.

General

18. The Promoter reserves the right to cancel or amend the Prize Draw or these Terms and Conditions without notice in the event of the occurrence of circumstances beyond its reasonable control.
19. The Prize Draw, together with these Terms and Conditions, is governed by the laws of Queensland.
20. In the event of epidemic, pandemic, war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the competition, or suspend or modify a prize.
21. If this competition 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 competition, as appropriate.
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 competition.
23. The Promoter collects personal information ("PI") in order to conduct the competition 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.

24. As a condition of accepting a prize, the 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 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.
25. The Promoter is Sunsuper Pty. Ltd. (ABN 88 010 720 840) of 30 Little Cribb Street, Milton, QLD 4064, telephone 13 11 84.