

RESEARCH STUDY – JANUARY 2023
TERMS AND CONDITIONS

1. This competition (**Promotion**) is conducted by AustralianSuper Pty Ltd (ABN 94 006 457 987) as trustee for AustralianSuper of Level 30, 130 Lonsdale Street, Melbourne, Victoria 3000 (**Promoter**). This Promotion is being administered on behalf of the Promoter by Fifty-Five Five Pty Ltd (ABN 87 142 679 221) of 44 Bay Street, Ultimo, New South Wales 2007, Australia (**Administrator**).
2. This Promotion commences on 17 January 2023 at 9:00 am (AEST) and ends on 10 February 2023 at 11:59 pm (AEST) (**Promotion Period**). No entries will be accepted after this time.
3. The sections on How to Enter, Judging and Winner Notification, Prizes and Miscellaneous Provisions form part of these Terms and Conditions. This is a game of skill, and chance plays no part in determining the Winners.
4. This Promotion is only open to individuals who:
 - (a) are Australian residents;
 - (b) are members of the AustralianSuper superannuation fund;
 - (c) are aged 18 years or older;
 - (d) are not employees of the Promoter, the Administrator or any agencies or companies associated with this Promotion;
 - (e) are not a spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) of such an employee;
 - (f) have completed the “retirement readiness” survey that was sent to them via email or completed over the phone and provided a response to the question specified in clause 8 below; and
 - (g) have not been discovered to have breached these Terms and Conditions.
5. To enter the Promotion, entrants must comply with the entry procedure set out at clause 8, and with all other applicable requirements during the Promotion Period.
6. Entry into this Promotion is deemed to be acceptance of these Terms and Conditions. The Promoter’s decision not to enforce a specific restriction does not constitute a waiver of that restriction or of these Terms and Conditions generally.
7. Each entrant acknowledges that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of an entrant’s ineligibility to enter after the Promoter has awarded a prize to the ineligible entrant. Return of a prize or payment of its equivalent value to the Promoter can be required by the Promoter if this occurs.

HOW TO ENTER:

8. To enter the Promotion, entrants must during the Promotion Period and while the survey is open, complete the survey that was sent to them via email or complete over the phone and submit their answer to the competition question as part of their survey response. The contest question is:

“In 25 words or less, besides lower fees and higher investment returns, how can AustralianSuper make your retirement better?”
9. Entry is limited to one per person.
10. The time of entry will in each case be the time the entry is received by the Administrator, being the time at which the answer to the contest question is received by the Administrator. The Promoter accepts no responsibility for any late, lost, misdirected, ineligible or illegible entries including entries not received by the Administrator; delays in the delivery of the entry due to technical issues or postal delays; or lost, stolen, forged, defaced or damaged proof of entry.

11. All entries and the content of the entries, including the entrant's name and answer to the contest question (collectively, the **Entry Content**) and the intellectual property rights in the Entry Content become and remain the property of the Promoter, and are hereby assigned to the Promoter absolutely as sole and exclusive owner. The owner of any copyright in the Entry Content hereby consents to any use of the Entry Content which may otherwise infringe the owner's moral rights under the *Copyright Act 1968* (Cth).
12. Entrants acknowledge and agree that their Entry Content may be published by the Promoter in such manner as the Promoter sees fit. The Promoter reserves the right to use the Entry Content for the purpose of future promotions.

JUDGING AND WINNER NOTIFICATION

13. The Administrator will select 10 x prize winners (**Winners**) on behalf of the Promoter on 15 February at 12:00 pm (AEST). Each of the Winners will win the prize set out in clause 23.
14. This Promotion is a game of skill, and entrants are required to demonstrate skill, talent, creativity and/or imagination in order to compete. The Winners will be determined by the Administrator based on the most thoughtful, original and creative answer.
15. The Winners will be selected by the Administrator at the Administrator's offices, at 2/45 Wangaratta Street, Richmond, Victoria 3121.
16. A Winner can only win once.
17. The Winners will be notified within 2 days of the relevant prize draw by telephone and/or email.
18. The Administrator reserves the right to shortlist additional valid reserve entries and record them in case a Winner's entry is deemed to be an invalid entry or ineligible and the Administrator elects to draw upon such reserve entries.
19. Any prize that remains unclaimed for a period of 3 months will be forfeited by the relevant Winner and will be redrawn on 15 May 2023 (**Unclaimed Prize Draw**) at the address specified in clause 15.
20. A winner of an Unclaimed Prize Draw will be notified within 2 days of the Unclaimed Prize Draw by telephone and/or email.
21. If a prize remains unclaimed for a period of 3 months after the Unclaimed Prize Draw, the prize will be forfeited by the winner and will not be redrawn.
22. Winners consent to the use of their name being published on the Promoter's website as a prize winner.

PRIZES

23. Prize details:

Prize	Value
GiftPay electronic gift card	\$100.00

24. There are 10 Prizes available and the total prize pool value is up to \$1,000.00.
25. If for any reason any elements of the specified prizes are unavailable, the Promoter reserves the right to replace it with a prize, or element of it, of the same or higher value and of similar specification.
26. Prizes are not transferable, saleable or exchangeable and cannot be taken or redeemed as

cash or equivalent.

27. The Promoter accepts no responsibility for any tax implications that may arise from the winning of the prizes. Independent financial advice should be sought.
28. The Promoter makes no warranties, representations or guarantees, express or implied, in fact or in law, in relation to the Promotion or the merchantability, quality or fitness for a particular purpose regarding any prize or any component of any prize.
29. Any gift cards awarded as prizes in the Promotion will be valid until the expiry date specified on the gift cards or by the provider of the gift cards, and are subject to any terms and conditions imposed by the provider of the gift cards. The Promoter is not liable for any gift card that has been lost, stolen, forged, damaged or tampered with in any way once awarded.

MISCELLANEOUS PROVISIONS

30. All entries must be submitted by a person and any automated entries, fraudulent entries or entries by persons using an alias shall be invalid.
31. Entrants warrant and agree that their Entry Content will at all times be:
 - (a) the original independent creation of the entrant;
 - (b) exclusively and solely owned by the entrant (including the copyright therein); and
 - (c) free of any claims, including copyright or trademark claims by other parties.
32. Entrants warrant and agree that their entry and the Entry Content (in whole or in part):
 - (a) have not been published previously;
 - (b) have not won prizes or awards in other competitions;
 - (c) do not and will not infringe any third-party rights (including intellectual property rights or rights of privacy, publicity or confidentiality);
 - (d) are not unlawful, fraudulent, defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, politically incorrect, violent, abusive, insulting, scandalous, inflammatory, harassing, threatening, racist, ageist, sexist, objectionable with respect to religion, origin or gender, not suitable for children under 15, or otherwise unsuitable for publication or objectionable; and
 - (e) will not contain viruses or cause injury or harm to any person or entity.
33. If for any reason this Promotion is not capable of running as planned, including without limitation due to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter that corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion or the reputation of this Promotion or that of the Promoter, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, or to cancel, terminate, modify or suspend this Promotion, subject to regulatory approval, if required.
34. The Promoter reserves the right, at any time and in its sole discretion to:
 - (a) conduct security and/or verification checks to verify the validity of entries and entrants (including their eligibility to enter);
 - (b) disqualify any entrant whose entry is not in accordance with these Terms and Conditions;
 - (c) disqualify any individual who tampers with, or benefits from another person tampering with, the entry process;
 - (d) disqualify any entrant who disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; and
 - (e) disqualify any entrant who engages in conduct which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
35. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

36. Incomplete, indecipherable, or illegible entries will be deemed invalid. If there is a dispute as to the identity or details of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity or details of the entrant.
37. Any cost associated with accessing the Promoter's website is the entrant's sole responsibility and is dependent on the internet service provider used. The Promoter accepts no responsibility for entrants' use (or attempted use) of the Promoter's website.
38. Except for any liability that cannot be excluded by law, the Promoter (including their officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity, loss of business or loss of goodwill or loss of profits); whether direct, indirect, special or consequential, arising in any way out of this Promotion, including without limitation, where arising out of the following:
 - (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 cancelled, delayed, interrupted, diverted, late, lost, altered, damaged or misdirected (whether or not after its receipt by the Promoter or otherwise);
 - (d) any variation in prize value or specification to that stated or referred to in these Terms and Conditions;
 - (e) any tax liability or similar charge incurred by a Winner or the entrant; or
 - (f) the use or attempted use of a prize by a Winner or any other third party.
39. All entries and the content contained in those entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.
40. 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.
41. The Promoter's decisions in relation to this Promotion (including decisions of the Administrator when acting on behalf of the Promoter) are final and no correspondence or communication will be entered into in relation to the selection of the Winner(s) or any other aspect of this Promotion.
42. Entrant personal information (**PI**) will be collected to enable the Promoter to administer and promote this Promotion. The PI of entrants may be provided to the Promoter's staff, contractors and third parties assisting in the administration and fulfilment of the Promotion, including the Administrator, prize suppliers and delivery companies. Entrants may contact the Promoter's Privacy Officer (privacy@australiansuper.com) to request access to or correction of any of their collected PI that is held by the Promoter at Level 30, 130 Lonsdale Street, Melbourne, Victoria 3000. Entrants may also make any privacy related complaints to the Promoter's Privacy Officer at the above address. If an entrant does not truthfully provide all requested PI, the Promoter may determine that they are not eligible to win a prize. For further information outlining the ways in which the Promoter or the Administrator process your PI, the Promoter's Privacy Policy can be found at www.australiansuper.com/privacy and the Administrator's Privacy Policy can be found at <https://fiftyfive5.com/privacy-policy/>.