

**“BOOST YOUR SUPER 2017” PROMOTION**  
**TERMS AND CONDITIONS**

1. Information on how to enter and prize 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 residents of Australia who are: (i) aged 18 years or over; and (ii) are accumulation members of the MTAA Superannuation Fund (MTAA Super) (“**Eligible Entrants**”). The promotion is not open to individuals who are members of the MTAA Super pension fund.
3. Employees of the Promoter (and their immediate families) 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 first cousin.
4. Promotion commences on 19/09/2017 and entries close last mail received (for mail entries) and at 11:59pm AEDST (for online entries) on 18/01/2018 (“**Promotional Period**”).
5. To enter, Eligible Entrants must either rollover funds from another superannuation account into their MTAA Super account or make a voluntary contribution to their MTAA Super account during the Promotional Period via one (1) of the following methods:
  - A. Mail: obtain an official entry form, and then mail the fully completed entry form (with instructions to either ‘rollover funds’ or make a ‘voluntary contribution’, as applicable) to ‘*Boost Your Super Promotion, MTAA Super, Locked Bag 5134, Parramatta NSW 2124*’ so that it is received by last mail on 18/01/2018. Official entry forms can be obtained in person from their local MTAA Super representative, by downloading one from [mtaasuper.com.au/boost](http://mtaasuper.com.au/boost) or by calling 1300 362 415; OR
  - B. Online (only available to individuals who are registered for Member SuperSite): visit <http://mtaasuper.com.au/super-for-you/member-login-or-register> and follow the prompts to either ‘rollover funds’ or make a ‘voluntary contribution’ by 11:59pm AEDST on 18/01/2018.
6. In order for the entry to be valid, the funds must be received into the Eligible Entrant’s MTAA Super account by the time and date of the draw. Eligible Entrants should note that it may take up to 10 business days for their money to be received into their MTAA Super account once their entry has been received and processed by the Promoter.
7. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible 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.
8. Incomplete, indecipherable or illegible entries will be deemed invalid.
9. Multiple entries accepted, subject to the following: (a) only one (1) entry permitted per ‘rollover funds’ transaction; (b) only (1) entry permitted per ‘voluntary contribution’ transaction; and (c) each entry must be submitted separately and in accordance with the entry instructions. In respect to mail entries, each separate entry requires a separate entry form to be sent in a separate stamped envelope during the Promotional Period and must be in respect of a separate ‘rollover funds’ or ‘voluntary contribution’ transaction.
10. The Promoter accepts no responsibility for late, lost or misdirected mail.
11. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

12. The draw will take place at Australian Administration Services (AAS), Level 1, 1A Homebush Bay Drive, Rhodes, NSW 2138 on 01/02/2018 at 3:00pm AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
13. The winner will be notified via phone within two (2) business days of the draw and in writing. The winner's name will be published online at [mtaasuper.com.au/boost](http://mtaasuper.com.au/boost) from 08/02/2018, and if the winner is from SA their name will also be published in The Advertiser newspaper (in SA) on 15/02/2018.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win a \$5,000 contribution paid into the winner's MTAA Superannuation Fund Account, awarded in Australian dollars.
16. Total prize pool value is \$5,000.
17. The prize is not transferable or exchangeable and cannot be taken as cash.
18. A re-draw for the prize, if unclaimed may take place on 01/05/2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified via phone within two (2) business days of the draw and in writing. The winner's name will be published online at [mtaasuper.com.au/boost](http://mtaasuper.com.au/boost) on 15/05/2018, and if the winner is from SA their name will also be published in The Advertiser newspaper (in SA) on 08/05/2018.
19. Eligible 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.
20. 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 Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. 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.
22. 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 tax liability incurred by a winner or Eligible Entrant; or (e) use of the prize.
23. As a condition of accepting the 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 legal release and indemnity form.

24. All entries become the property of the Promoter. The Promoter collects personal information ("PI") in order to conduct the promotion. Entry to this competition is voluntary and conditional on providing this PI. By entering this competition each Eligible Entrant acknowledges their consent to the collection, use and disclosure of their personal information. In conducting the promotion the Promoter may, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities.
25. The Promoter will use and handle collected PI in accordance with the Australian Privacy Principles and as set out in its Privacy Policy, which can be viewed at [www.mtaasuper.com.au/privacy-policy](http://www.mtaasuper.com.au/privacy-policy). 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. The Promoter's Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. Eligible Entrant's PI may be disclosed overseas, please see the Promoter's Privacy Policy for further details.
26. The promoter is Motor Trades Association of Australia Superannuation Fund Pty. Limited (ABN 14 008 650 628) of Motor Trades Association House, 39 Brisbane Avenue, Barton, ACT 2600, telephone number: 1300 362 415 ("**Promoter**"). NSW Permit No. LTPS/17/ 17203. ACT Permit No. TP17/01688