

**“MTAA Super Customer Feedback” Competition  
Terms and Conditions**

1. These are the terms and conditions of the ‘MTAA Super Customer Feedback’ competition. Information on how to enter the competition and the prizes awarded form part of these Terms and Conditions. Participation in the “MTAA Super Customer Feedback” Competition (“**Competition**”) is deemed acceptance of these Terms and Conditions.

***Promoter***

2. The promoter of the Competition is Motor Trades Association of Australia Superannuation Fund Pty. Limited (ABN 14 008 650 628) of Level 3, 39 Brisbane Ave, Barton ACT 2600, telephone (02)62734333 (“**Promoter**”).

***Competition Period***

3. The Competition commences at 12:00:00am (AEST) on 30th August 2018 and ends at 11:59:59pm (AEST) on 29th August 2019 (“**Competition Period**”).

***Eligibility to Enter***

4. Entry is only open to Australian residents aged 18 years and over who: (a) are current or former members of MTAA Super; and (b) have received an SMS or email regarding the Competition directly from the Promoter.
5. Employees (and their Immediate Family Members) of the Promoter, or any related body corporate of the Promoter, as well as any agency associated with this Competition are ineligible to enter. “**Immediate Family Members**” means any of the following: spouse, ex-spouse, de-facto, ex-de-facto, 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.

***How to Enter***

6. To enter the Competition, an eligible entrant must complete one of the following forms of entry during the Competition Period:
  - (A) SMS Entry: (i) reply to the SMS that they receive from the Promoter with the word ‘YES’ in their reply SMS to receive an instant automatic call back. The automatic call back will be an automated phone survey; and (ii) answer all questions in the automated phone survey as prompted. SMS entry cost will vary dependent on the mobile network used but will not exceed 55c. SMS entries via the Internet are ineligible; OR
  - (B) 1800 Entry: (i) call the 1800 number sent to them in the SMS they receive from the Promoter (1800061281, 1800038412, 1800209984); and (ii) answer all questions in the automated phone survey as prompted including their contact mobile phone number. Phone calls to the 1800 number are free from a landline; OR
  - (C) Website Entry (via email): (i) click on the link provided in the email that they receive from the Promoter to be directed to the promotional website; and (ii) input the requested details including their mobile phone number, and (iii) answer all the questions in the survey as prompted on the promotional website, and (iv) submit the fully completed entry form.
7. Entries are deemed to be received at the time of receipt into the Competition database and NOT at the time of transmission by the entrant.
8. For the sake of clarity, the entrant will be the person whose name is registered on the MTAA account relevant to the mobile phone number submitted on entry (for 1800 and website entry) or the mobile phone number used to enter (for SMS entry).

9. Only one (1) entry per person is permitted.

### **Prize Draws**

10. There will be four (4) draws conducted for the entries received during the Competition Period (each a “Prize Draw”). Entries open and close for each Prize Draw on the dates and times specified in the table below. The Prizes Draws will be conducted by Feedback ASAP Pty Ltd, Level 10, 380 St Kilda Road Melbourne 3004 at 12noon AEST/AEDT (as applicable in Victoria on the relevant date) on the dates specified in the table below. Entries in each Prize Draw will not be entered into any subsequent Prize Draw/s. The Promoter may draw additional reserve entries in each Prize Draw and record them in order in case an invalid entry or ineligible entrant is drawn. The winner of each Prize Draw will be notified by telephone and in writing by SMS within two (2) business days of the relevant Prize Draw. Winners of a Prize Draw are ineligible for any subsequent Prize Draw. Each winner’s name will be published at [www.mtaasuper.com.au/about-mtaa-super/ontrack-winners/](http://www.mtaasuper.com.au/about-mtaa-super/ontrack-winners/) on the dates specified in the table below. Any SA winners will also be published in The Advertiser newspaper on 7 September 2018.

<b>Prize Draw</b>	<b>Entries Open</b>	<b>Entries Close</b>	<b>Draw Date</b>	<b>Publication Date</b>
1	12:00:00am (AEST) on 30 August 2018	11:59:59pm (AEDT) on 30 November 2018	14 December 2018	11 January 2019
2	12:00:00am (AEDT) on 30 November 2018	11:59:59pm (AEDT) on 28 February 2019	15 March 2019	29 March 2019
3	12:00:00am (AEDT) on 1 March 2019	11:59:59pm (AEST) on 31 May 2019	14 June 2019	28 June 2019
4	12:00:00am (AEST) on 3 June 2019	11:59:59pm (AEST) on 28 August 2019	30 August 2019	6 September 2019

### **Prizes**

11. One (1) entrant, being the first valid entry drawn in each Prize Draw, will win a \$1,000 VISA Gift Card.
12. The VISA Gift Card will be posted to the winner by registered mail, at the Promoter’s cost, and is valid for 12 months from the date of card issue. The VISA Gift Card is subject to its terms of issue and may not be accepted by all retailers. The Promoter bears no responsibility for providing the benefits under the VISA Gift Card. The Promoter accepts no liability for a defective Gift Card however, if necessary, will provide reasonable assistance to a winner to ensure a replacement VISA Gift Card is provided.
13. The Promoter is not responsible for any ancillary costs associated with redeeming the VISA Gift Card. Any unused balance of the VISA Gift Card will not be awarded as cash. Redemption of the VISA Gift Card is subject to any terms and conditions of the issuer including those specified on the VISA Gift Card.

### **Unclaimed Prize Draw/s**

14. If a prize is still unclaimed by the prize winner on the day that is three calendar months of the original Prize Draw, the Promoter will conduct a further draw for the prize at the same time of day and place as the original Prize Draw, subject to any directions from any regulatory authority, to determine a new prize winner. The dates for these unclaimed prize draws, if required, are as outlined in the table below. Each winner of an unclaimed prize draw (if any) will be notified by telephone and in writing by SMS within two (2) days of the relevant

unclaimed prize draw. Each winner's name will be published at [www.mtaasuper.com.au/about-mtaa-super/ontrack-winners/](http://www.mtaasuper.com.au/about-mtaa-super/ontrack-winners/) on the dates outlined in the table below. Any SA winners will also be published in The Advertiser newspaper on 14 December 2018.

<b>Prize Draw</b>	<b>Unclaimed Prize Draw Date</b>	<b>Publication Date</b>
Prize Draw 1	15 March 2019	29 March 2019
Prize Draw 2	14 June 2019	28 June 2019
Prize Draw 3	17 September 2019	27 September 2019
Prize Draw 4	29 November 2019	13 December 2019

### **General**

15. An incomplete, indecipherable or inaudible entry will be deemed invalid and removed from the relevant Prize Draw. Any entry, which contains one or more gibberish or nonsensical answers, will be deemed invalid.
16. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in any telecommunications service or equipment. Entries into the Competition will be deemed accepted at the time of receipt by the Promoter and not at the time of submission by the entrant.
17. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including requiring an entrant to provide such proof of an entrant's identity, age and place of residence as the Promoter considers necessary) 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.
18. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to rely on such proof or information to determine the identity of the entrant as it considers necessary.
19. The Promoter's decision is final and no correspondence will be entered into.
20. The total value of the prize pool is AU\$4,000.
21. The prizes, or any unused portion of a prize, are not transferable and cannot be taken in any other form or exchange for any other benefits (including not being able to be taken as or exchanged for cash).
22. Subject to clause 14 relating to unclaimed Prize Draws, if for any reason a winner does not take possession of their prize by the relevant unclaimed prize draw date, then their right to and interest in the prize will be forfeited.
23. As a condition of entering this Competition, each entrant licences the Promoter to use their entry (including answers to survey questions) in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. Each entrant warrants to the Promoter that each entry submitted is an original work of the entrant that does not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the *Copyright Act 1968* (Cth).

24. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
25. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.
26. Entrants consent to the Promoter using extracts from the responses they have submitted to the Competition as testimonials which may be published with details of their first name, age and state, or being contacted by the Promoter for the purpose of providing such testimonials. Winners of the Competition 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 Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
27. 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.
28. 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 entrant; or (e) taking/use of a prize.
29. As a condition of accepting a prize, each 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.
30. 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 <http://www.mtaasuper.com.au/privacy/>. 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. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
32. This Competition is authorised under: NSW Permit No. : LTPS/18/26396, ACT Permit No. TP 18/01391
33. Any entrant (who the Promoter automatically enters into the Competition when they provide Feedback) who no longer wishes to participate in the Competition can email [support@feedbackasap.com](mailto:support@feedbackasap.com) and request for their entry to be removed from the relevant Prize Draw, at which time they will cease to be eligible for any prize under these terms and conditions.