

## ANSWER THE QUIZ QUESTION CORRECTLY PROMOTION

FAAA Congress November 2023

### 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. The Promoter is Australian Retirement Trust Pty. Ltd. (ABN 88 010 720 840) of 266 George Street Brisbane City QLD 4000.
3. The Promoter reserves the right to amend these terms and conditions at any time, in its sole discretion.
4. Entry is only open to entrants 18 years or over, who are attending the FAAA Congress and are current financial advisers listed on the Financial Advisers Register published on the ASIC Moneysmart website.
5. Employees (and their immediate families) of the Promoter 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 1<sup>st</sup> cousin.
6. Each entrant is only entitled to one entry.
7. The promotion commences at 8.00am ACDT on Monday 20 November 2023 and ends at 1.30pm ACDT on Wednesday 22 November 2023 ("**Promotional Period**").
8. To validly enter the competition, entrants must, enter during the Promotional Period, complete and submit all required fields on the Entry Form ([Link to comp entry](#)), including but not limited to their full name, current email address and current Company name. Entry is free however, any expenses incurred in accessing the entry form and/or are the responsibility of the entrant.
9. The Promoter has the right to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any individual who the Promoter reasonably believes to have 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. The Promoter may exercise these rights at any time, acting reasonably, and failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. If there is a dispute as to the identity of an entrant, the Promoter has the right to request the winner to provide proof of identity and/or proof of entry validity.
11. This is a game of skill.

### Prize

12. Upon entry, entrants will be posed a set of questions on the Promoter's webpage, to be accessed by scanning a QR code found at the ART stand, at the FAAA congress in Adelaide. The top entrant scores at any given point in time will be shown on a Leader

Board at the event.

At the end of the promotion period, the entrant with the highest score with all questions answered in the shortest time will win the Prize.

13. The prize pool consists of one (1) Apple Watch SE GPS 44mm to be won, with a value of \$450 ("Prize") The total prize pool available for the promotional period is valued at approximately \$450.
14. The winner of the Prize will be decided in Brisbane on Wednesday 22 November at 1.30pm (Brisbane local time).
15. The winner of the Prize will be announced at the FAAA congress and will also be notified within 7 days of 22 November 2023 via email provided upon entry.
16. If the winner does not claim their Prize during the time of the announcement at the FAAA congress venue, the Prize will be posted to the winner's address provided upon entry. If the Prize is unclaimed (or if the Prize is returned to ART) after a reasonable period of time, the prize will be given to the entrant with the second highest score via post.
17. Details of the winning entrant will be published on <https://www.australianretirementtrust.com.au/about/competitions>.
18. The entrant will be responsible for all expenses incurred in claiming their Prize, including in particular the costs of transport to and from in collecting the prize.

## General

19. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, or suspend or modify a prize in a reasonable manner having regard to the event.
20. The Prize (or any unused portion of the Prize) is not transferable or exchangeable and cannot be taken as cash.
21. Entrants consent to the Promoter using their personal information ("PI"), including but not limited to their name, likeness, image and/or voice (including photograph, film and/or recording of the same) for promotional, marketing, publicity or research related to this competition or any matter incidental to it (including any outcome) in accordance with applicable laws. You may also opt out of receiving promotional or marketing communications from us by following the unsubscribe instructions in the communications you receive and/or through any other applicable opt-out channels.
22. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated by the Promoter 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, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the promotional page is the entrant's responsibility.
24. 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**").

25. The Promoter will exercise professional diligence in promoting the competition and exercising its rights under these terms. Provided that the Promoter has acted with professional diligence, then to the extent permitted by law, the Promoter does not accept responsibility for loss or damage except where caused by its breach of these terms or caused or contributed to by the Promoter's negligence, fraud or wilful misconduct. This means that the Promoter may not be liable for (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 and/or use of a prize.
26. The Promoter collects PI in order to conduct the promotion and facilitate awarding of the prize to the competition winner. The Promoter may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. 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 <https://www.australianretirementtrust.com.au/disclaimers-and-disclosures/privacy-policy>.
27. As a condition of accepting the Prize, the winner may be required to sign reasonably required legal documentation as and in the form required by the Promoter and/or Prize suppliers, including but not limited to a confidentiality agreement, legal release or indemnity form. In the event a winner is under the age of 18 or 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.