

**“AUSTRALIAN RETIREMENT TRUST BRISFANE FESTIVAL CAMPAIGN” 2023
PROMOTION**

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. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter 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 1st cousin.
4. The promotion commences at 12.00am AEST on Monday 7 August 2023 and ends at 11:59pm AEST on Friday 25 August 2023 (“**Promotional Period**”).
5. To enter the competition, individuals must, during the Promotional Period:
 - (a) visit the Promoter’s competition website at www.australianretirementtrust.com.au/about/competitions/brisbane-festival-staycation
 - (b) follow the instructions on the competition entry page; and
 - (c) submit the fully completed online entry form.
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 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. 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 (**Prize**) comprises of one night’s accommodation for two people (two rooms) at Novotel South Bank, Brisbane on 9 September 2023 (\$498 value), two (2) Cut and Blow Dry vouchers at EPIC Hair (\$220 value), a \$100 voucher to The Spaghetti House Trattoria, a \$100 voucher at the Australian Retirement Trust Festival Garden, and two (2) tickets to There’s Something About Music on 9 September 2022 at 6.30pm (\$100 value).
11. The winner for the Prize will be drawn at random and the draw will take place at the premises of the Promoter at 266 George St, Brisbane, Queensland 4000 on Monday 28 August 2023 at 10am.

12. The first valid entry drawn will win the Prize. The Prize winner will be notified via phone and/or email provided upon entry. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn, or in case the winner does not claim their Prize.
13. Details of the winning entrants will be published at <https://www.australianretirementtrust.com.au/about/competitions>
14. The entrant will be responsible for all expenses incurred in claiming their Prize, including in particular the costs of transport required to obtain the benefit of any part of the Prize.

General

15. 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.
16. If for any reason a winner does not take a Prize by the time stipulated by the Promoter, then the Prize will be forfeited.
17. If a Prize (or part of a Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal value and/or specification.
18. Total prize pool value is up to **\$1,018**.
19. The Prize (or any unused portion of a Prize) are not transferable or exchangeable and cannot be taken as cash.
20. 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.
21. 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 entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional page is the entrant's responsibility and is dependent on the Internet service provider used.
23. 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.

24. 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 and/or use of a prize.
25. The Promoter collects personal information ("**PI**") in order to conduct the promotion and 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>. 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. For the purpose of conducting this competition, the Promoter will not disclose entrant's personal information to any entity outside of Australia. Generally, the Promoter may disclose its member's personal information to entities outside Australia only for the purposes and to the locations described in its Privacy Policy.
26. 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 confidentiality agreement, legal release and 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.
27. The Promoter is Australian Retirement Trust Pty. Ltd. (ABN 88 010 720 840) of 266 George Street, Brisbane, QLD 4000.