

“Get super close your super” AMP Super Competition 2024

GAME OF CHANCE – Trade Promotion Lottery

TERMS AND CONDITIONS

1. Participation/entry in this promotion is deemed acceptance of these terms and conditions (**Terms and Conditions**).

The Promoter

2. The promoter of this trade promotion is AWM Services Pty Limited ABN 15 139 353 496 (**Promoter**) of QQT, 50 Bridge St, Sydney NSW 2000 who can be contacted on 131 267. The Promoter means the Promoter or any of its related bodies corporate.

Who can enter?

3. An Eligible Person is a resident of Australia who is a member of the AMP Super Fund, has completed the requirements of the trade promotion and is not a person in clause 5 below. Subject to the Terms and Conditions set out below, any Eligible Person will be eligible to enter the draw.
4. The Eligible Person must be over the age of 18.
5. The directors, officers and employees (and their immediate families) of the Promoter (and its related bodies corporate), are ineligible to enter this draw. The directors, officers, and employees (and their immediate families) of contractors, suppliers and agencies who are associated with the promotion, draw or competition are also ineligible to enter. Immediate family means spouse, de-facto partner, parent, sibling or child and includes natural, step or by adoption.
6. The Eligible Person is subject to the Terms and Conditions set out below.

The prize

7. There will be 10 prize winner(s)
8. Each winner will receive a \$200 EFTPOS voucher.
9. The maximum prize value for each prize is \$200.
10. Total maximum prize pool value is \$2,000.
11. The prize is not funded out of the assets of any superannuation fund.
12. Prizes are not transferable or exchangeable and cannot be taken as cash. Further, prizes may not be resold or offered for resale at a premium (including via online auction sites).
13. The winner will receive a \$200 EFTPOS voucher emailed to them via their nominated email address. If the email obtained is invalid, the prize will be re-drawn.

How to enter

14. The promotion commences on **21 August 2024 at 9:00am AEDT** and entry closes on **11 September 2024 at 11:59pm AEDT (Promotional Period)**.

15. To enter, **Eligible Persons** must satisfy all criteria set out in subparagraphs (a) – (c) below, during the Promotional Period (**Entry**):
 - a) The Eligible Person must submit a question as specified on the form provided on www.amp.com.au/super-close, Meta or LinkedIn.
 - b) If the person does not submit a question as outlined on www.amp.com.au/super-close, Meta or LinkedIn, then they are not considered an Eligible Person with valid entry to the competition.
 - c) All questions submitted from 21 August 2024 to 11 September 2024 at 11:59pm AEDT is considered as an entry into the competition.
16. The Entry must be received by 11:59pm AEDT on 11 September 2024.
17. An Entry which the Promoter determines is incomplete, indecipherable or illegible will be deemed invalid.
18. Unlimited entry is permitted per person, but an Eligible Person can only win once.

Promoter's rights with respect to Entries and entrants

19. The Promoter reserves the right, at any time, to:
 - a) verify the validity of any Entry and the identity of entrants (including an entrant's name, age and place of residence); and
 - b) to disqualify any entrant who:
 - (i) is not an Eligible Person
 - (ii) submits an Entry that is not in accordance with these Terms and Conditions;
 - (iii) tampers with the entry process including but not limited to tampering by way of use of techniques designed to avoid the payment of call costs and
 - c) accept in its absolute discretion any entries that contain errors or omissions.
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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - a) to disqualify any entrant;
 - b) to disqualify any Entry; or
 - c) subject to any written directions from a regulatory authority, to take such steps as the Promoter considers reasonably necessary to address the interference or change of circumstances which may include modification, suspension, termination or cancellation of the promotion.
21. 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.

22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Prize draw

23. On the 16th of September 2024 12 noon (please note that the draw date has been changed to 17th of September 2024 12 noon), the winner will be randomly drawn from all valid Entries received within the Promotional Period.
24. The promotion is a game of chance. Otherwise referred to as a Trade Promotion Lottery.
25. The prize winner(s) will personally be notified via the email address provided and the winner's names will be published on amp.com.au/super-close on 17 September 2024 by 5:00pm AEDT. If an AMP Group employee or their immediate family is drawn as a prize winner, they will not be eligible to obtain the prize, and the prize will be redrawn to find an eligible winner. And if the email address provided is invalid, the prize will also be redrawn to find an eligible winner.
26. The prize winners must contact the Promoter to claim their prize. By accepting the prize, the prize winners agree to cooperate with the Promoter regarding further promotion, marketing, publicity and feedback purposes. The Promoter may decide not to award the Prize to a winner, and to re-conduct the draw from the Entries, in the event the prize winner does not agree to matters contained in this clause 26.
27. The prize (1 of 10 \$200 EFTPOS vouchers) will be awarded to the respective prize winners by 30 September. The winners will be contacted via email unless a re-draw is undertaken by the Promoter in accordance with clause 25.

Unavailable and unclaimed prizes

28. If any prize is unavailable due to any reason beyond the reasonable control of the Promoter, 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, subject to any written directions from a regulatory authority.
29. If any prize is unclaimed by 16 December 2024, a re-draw for any unclaimed prizes may take place on 17 December 2024 at the same time of day and place as the original draw, subject to any directions from a regulatory authority.
30. If for any reason this promotion does not run as planned by the Promoter or is likely not to run as planned by the Promoter, the Promoter may take such steps as it considers reasonably necessary to manage the risks associated with the divergence which may include modification, suspension, termination or cancellation of the promotion.

Privacy and consent of the entrant

31. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same (where applicable) in any media without remuneration for the purpose of conducting this promotion (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors), promoting this competition (including any outcome), promoting future promotions of the Promoter (of any kind), promoting the Promoter and promoting any products manufactured, distributed and/or supplied by the Promoter.

32. Entrants acknowledge that they do not have any rights (including copyright) in their Entry (whole or in part) and the Promoter may reproduce, publish distribute and use the Entry (whole or in part) including:
- a) in any and all media (including any articles, publications, materials or websites of the Promoter); and/or
 - b) in the development of any products or services,
- that are now or in the future prepared or used by the Promoter. Entrants also voluntarily waive all moral rights they may have in the Entry (whole or in part). Alternatively, to the extent this is not possible, entrants consent to the Promoter not identifying the entrant as the author of the Entry, making any changes (material or otherwise) to the Entry and using the Entry, whether changes have been made or not, in the manner contemplated in these Terms and Conditions.
33. The Promoter will collect, use and store the personal information of the entrant to enter the entrant into the draw, to participate in the promotion to provide you with relevant information and exclusive content or other services for general marketing purposes. and for general marketing purposes. The Promoter is part of the AMP Group of companies. Personal information of the entrant may be shared with other AMP bodies corporate and with local and overseas entities which provide AMP with administrative, financial, research or other services. A list of overseas countries where these entities are likely to be located can be found in an annexure to the AMP Privacy Policy found at www.amp.com.au/privacy. The entrant does not have to give the Promoter the information requested but if the entrant does not, the Promoter will not be able to enter the entrant into the draw. The entrant may request access at any time to personal information held by the Promoter about the entrant and ask the Promoter to correct it if the entrant believes it is incorrect or out of date. If the entrant wins a prize in the promotion the details of the entrant may be required, by State/Territory legislation to be published in a newspaper.
34. The Promoter is bound by the Privacy Act 1988 (Cth). Personal information provided will be subject to AMP's Privacy Policy. The AMP Privacy Policy (available at www.amp.com.au/privacy) provides more information about how the entrant can access and correct the information that AMP holds about the entrant, how the entrant may complain about a breach of privacy and AMP's process for resolving privacy related enquiries and complaints.
35. The entrant is solely liable for the costs he or she incurs in entering the promotion and claiming a prize.
36. This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, X or any other social network. Entrants understand that they are providing their personal information to the Promoter and not to Facebook, Twitter or any other social network. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this competition must be directed to the Promoter and not to Facebook, Twitter or any other social network. Facebook, Twitter or any other social network will not be liable for any loss or damage or personal injury which is suffered or

sustained by an entrant, as a result of participating in the competition (including taking/use of a Prize), except for any liability which cannot be excluded by law.

No Liability of the Promoter

37. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law, including the *Competition and Consumer Act 2010 (Cth)*.

38. Neither the Promoter nor its officers, employees or agents are liable for:

- a) a personal injury or distress caused by a prize; or
- b) any loss, damage or expense (including loss of opportunity) suffered directly or indirectly as a result of entering or winning the promotion,

except for injury, loss, damage or expense caused by the fraud, gross negligence or breach of contract by the Promoter, or any liability which cannot be excluded by applicable law.

The types of liabilities contemplated by the sub-paragraphs directly above include, but are not limited to, technical difficulties, equipment malfunction, theft, unauthorised access, an Entry or prize claim which is late, lost, altered, damaged or misdirected due to an act or omission beyond the reasonable control of the Promoter or tax liability.

39. Any prize supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible for any loss, damage or injury suffered by any prize-winner as a result of the conduct of any third-party supplier or otherwise as a result of the winner accepting or using a prize, except for any liability which cannot be excluded by applicable law.

Permits

No permits are required for this promotion.