

## Mercer Super Trust x AIA Vitality Activation Draw - Terms and Conditions

Current as at: 07/04/2023

<b>Competition name</b>	<b>Mercer Super Trust – Win a Free Garmin Competition</b>
Competition	For the most up-to-date terms and conditions and to view the winners visit <a href="https://www.aia.com.au/en/health-and-wellbeing/campaign/mercero-super-trust-competition">https://www.aia.com.au/en/health-and-wellbeing/campaign/mercero-super-trust-competition</a>
Competition period	The competition commences on 12:00am 02/05/2023 Melbourne and entries close on 11:59pm 16/05/2023. After this time no further entries to the competition will be permitted.
Promoter	AIA Australia Ltd (ABN 79 004 837 861, AFSL 230043) of Level 6, 509 St Kilda Road Melbourne Vic 3004 Phone: 1800 333 613
Prize details	<p>This competition will have 5 winners.</p> <p>Each winner will receive Garmin Forerunner® 955 Solar watch valued at \$1,029 (RRP).</p> <p>The total prize pool is valued at \$5,145 (RRP).</p> <p>Prizes are subject to availability (including as to date and time), are not transferable or redeemable for cash and cannot be exchanged for any other prize.</p>
Eligible entrants	<p>This competition is open to:</p> <ul style="list-style-type: none"><li>• Entry is open to all AIA Vitality members aged 18 years or over, who are active employees of Wesfarmers and insured members of the Mercer Super Trust. Employees (and their immediate families) of the promoter and agencies associated with this promotion are ineligible to enter.</li><li>• Australian citizens and permanent residents currently residing in Australia and New Zealand citizen living and working permanently in Australia, financial advisers, para planners, support staff of financial planning businesses, staff of any licensee/aggregator/platform associated with the Promoter, customers and/or potential customers of the Promoter, conference attendees, employees, contractors or other staff members of the Promoter or any of its related bodies corporate, any individual aged 18 years and over.</li></ul> <p>The following persons are NOT eligible to enter this competition:</p> <ul style="list-style-type: none"><li>• Directors, officers, managers, employees, contractors and other staff members of AIA, and their immediate family members.</li><li>• Mercer Super Trust staff of any licensee/aggregator/platform associated with the Promoter.</li><li>• Any members that fraudulently submit entries to the competition.</li><li>• Disqualification: AIA Australia reserves the right to disqualify any participant who violates these terms and conditions, engages in fraudulent or unlawful conduct, or tampers with the entry process.</li></ul>

Entry method	<p>Entrants must:</p> <ul style="list-style-type: none"> <li>• Activate their AIA Vitality membership using their personal link in their email from <a href="mailto:info@aiavitality.com.au">info@aiavitality.com.au</a></li> <li>• Download the 'AIA Vitality Australia' App to complete any point earning activity in the program. Any members with an AIA Vitality points balance larger than 0 will be eligible. (Members can complete any of these activities for points)</li> <li>• Submit the entry form in full which can be obtained from <a href="https://www.aia.com.au/en/health-and-wellbeing/campaign/mercere-super-trust-competition">https://www.aia.com.au/en/health-and-wellbeing/campaign/mercere-super-trust-competition</a> and submit your wellbeing goal for the year.</li> <li>• Any AIA Vitality memberships that are cancelled before 11:59pm on 16/05/2023 will be ineligible to enter the competition.</li> <li>• Entrants who have an existing AIA Vitality membership through another channel who wish to enter the draw should notify <a href="mailto:queries@aiavitality.com.au">queries@aiavitality.com.au</a> to link their two memberships before 11:59pm on 16/05/2023 to make sure they are eligible.</li> <li>• Any entrant that wishes to opt out of this competition must notify the Promoter before 11:59pm on 16/05/2023 of the prize draw.</li> </ul>
Number of entries per entrant	Each entrant may only submit one entry.

Determination of winners	<p>The winners will be the first valid entry randomly drawn from all valid entries received.</p> <p>The winner will be the entrant who submits the most creative, personal and original valid entry, as determined by the Promoter in its absolute discretion. The Promoter’s decision is final, binding and conclusive and no correspondence will be entered into regarding that decision.</p> <p>Each entrant is only eligible to win 1 prize.</p>
Notification of winners	<p>Each winner will be notified by phone and email/ in writing and have their first name and initial of last name posted on the private competition website online <a href="https://www.aia.com.au/en/health-and-wellbeing/campaign/mercer-super-trust-competition">https://www.aia.com.au/en/health-and-wellbeing/campaign/mercer-super-trust-competition</a> by 11:59pm Melbourne time on 22/05/2023, the day that falls 2-5 business days after the prize draw.</p> <p>If an unclaimed prize draw is required, each winner of the unclaimed prize draw will be notified by phone and email/in writing and have their first name and initial of last name posted on the competition website/online at <a href="https://www.aia.com.au/en/health-and-wellbeing/campaign/mercer-super-trust-competition">https://www.aia.com.au/en/health-and-wellbeing/campaign/mercer-super-trust-competition</a> or before 11:59pm Melbourne time on 02/06/2023, the day that falls two business days after the unclaimed prize draw.</p> <p>The name of the winners will be published on the competition website for a period of 28 days.</p>
Prize claim details	<p>Each winner must claim their prize by 11:59pm Melbourne time on 31/05/2023. The winner will be deemed to forfeit their prize if it is not claimed by this time and an unclaimed prize draw will be conducted/a new winner will be determined in accordance with these terms and conditions. Each winner of any unclaimed prize draw must claim their prize by 11:59pm Melbourne time on 14/06/2023.</p> <p>Each winner must, on request from the Promoter:</p> <ul style="list-style-type: none"> <li>• confirm they are able to accept the prize;</li> <li>• confirm postal address where prize will be shipped to;</li> <li>• sign for receipt for their prize and complete any other documentation reasonably requested by the Promoter;</li> <li>• provide proof of identity in a manner that is acceptable to the Promoter (in its discretion); and</li> <li>• provide such further information and assistance as required for the purposes of issuing the prize.</li> </ul>
Promotional activities	<p>Each entrant consents to participate in reasonable promotional activities surrounding this competition, their entry and/or the winning of any prize in accordance with these terms and conditions.</p>

Other important information:

1. **PROMOTER’S DISCRETION AND RIGHTS:** The Promoter may, in its sole discretion (subject to any applicable regulatory approval), disqualify any entry, entrant or winner, or cancel or vary

the competition (including any prizes), where in the Promoter's opinion: (i) a person has engaged in inappropriate, unlawful or improper conduct (including any conduct that may jeopardise the fair and proper conduct of the competition or is otherwise potentially damaging or insulting to the Promoter or another person) or is generally damaging to the goodwill or reputation of the Promoter, its related bodies corporates or any other entity or person associated with this competition; (ii) a person does not satisfy the entry requirements or otherwise breaches these terms and conditions; (iii) the entry is incomplete, inaccurate or ineligible, or infringes on the rights of any other person; or (iv) the Promoter cannot conduct the competition or aware a prize for any reason beyond its control. The Promoter's decision is final and no correspondence will be entered into.

2. **PRIVACY:** By entering this competition, entrants acknowledge and agree that the Promoter will collect, use (including handling and storage) and disclose any personal and sensitive information in the manner described in its Privacy Policy available at [aia.com.au](http://aia.com.au) (as updated from time to time), including exchanging their personal and sensitive information with third parties located in Australia and overseas. [Entrants also acknowledge and agree that [insert name of any relevant third party involved in the competition] will collect, use (including handling and storage) and disclose any personal and sensitive information in the manner described in its Privacy Policy available at [insert website where relevant third party's privacy policy made by located](as updated from time to time).]
3. **INTELLECTUAL PROPERTY:** Entrants confirm that their entry is original to them and is not, and its use by the Promoter will not, infringe on any third party rights, including any intellectual property rights. Entrants consent to the Promoter (and any third party acting on its behalf) without compensation to them recording, using, reproducing, publishing and broadcasting any intellectual property owned by them and provided to the Promoter in connection with this competition to the public in any media, including in any form of print or electronic media, for purposes including but not limited to, marketing and advertising purposes, publicity, business purposes, social media and illustration, and grant the Promoter an irrevocable and transferrable license in any relevant intellectual property owned by them for this purpose. This provisions applies, without limitation, to the entrant's name, image, voice recording, biographical material, ideas, suggestions, remarks and/or any written notes or documents (including in any photograph, voice, sound or film recording or in any print or electronic representation), including any material submitted or developed as part of the entry process or awarding of any prize. Entrants agree to waive any intellectual property rights (including moral rights) owned by them to the extent required for this purpose.
4. **LIMITATION OF LIABILITY:** Entrants participate in this competition at their own risk. To the maximum extent permitted by law, entrants release the Promoter (and any third party acting on its behalf) from any liability, including but not limited to, any injury, loss or damage suffered or incurred, as a result of participating in this competition, the Promoter exercising its rights under these terms and conditions or in connection with accepting or using any prize. No responsibility will be taken by the Promoter, for late, lost, misdirect or misplaced entries or for prizes once they have left the Promoter's possession. All entries are deemed to be received at the time they are received by the Promoter and not at the time of submission by the entrant.

5. **USE OF PRIZE:** Any arrangements, ancillary costs and expenses incurred, in taking and/or using the prize are the responsibility of the winner. The prize is subject to any additional terms and conditions specified by the supplier. All entrants acknowledge that tax and other financial implications may arise from the prize and agree to seek advice prior to acceptance of their prize (if necessary). To the maximum extent by law, the Promoter and its associated agencies and companies make no warranties or representations and accept no responsibility for the quality or fitness for purpose or suitability of any prize or the failure of any prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them. These terms and conditions do not, and do not purport to, restrict, exclude or modify any statutory consumer rights under any applicable law.
6. **PARENTS/GUARDIANS/LEGAL REPRESENTATIVES OF ENTRANTS:** If you are entering this competition on behalf of another person (for example, if you are the parent or guardian of a participant under 18 years of age, or are the guardian or legally recognised representative of the entrant), you must have the relevant authority to do so. The Promoter reserves the right to request proof of your authority and reserves the right to disqualify any entry, entrant or winner for failure to provide proof of your authority in a manner that is acceptable to the Promoter.
7. **SOCIAL MEDIA:** Advertising or other communication in connection with this competition may be conducted via social media channels. This competition is not sponsored, endorsed or administered by any social media platform and each entrant releases the social media platforms from any liability. Entrants must comply with the AIA Australia Social Media House Rules available at <http://resources.aia.com.au/rs/aiaaustralia1/images/AIA-Australia-Social-Media-House-Rules.pdf>.
8. **GENERAL ADVICE ONLY:** The information contained in this document and/or made available through this competition is of a general nature only and has been prepared without taking into account factors like the objectives, financial situation or needs of any individual. Before making any decision you should consider the appropriateness of the information, having regard to these factors. Before purchasing a product, view and consider the PDS and terms and conditions available at [aia.com.au].
9. [NB: Include this paragraph where appropriate]**NO MEDICAL OR OTHER ADVICE:** The information and activities provided as part of this competition are not medical, health, nutritional, fitness or other advice and not a substitute for advice or treatment. You should obtain professional advice or treatment from a medical practitioner, pharmacist or other appropriate health professional independently of this competition in relation to your personal circumstances and any health or medical condition prior to participating in this competition and as and when is necessary.
10. [NB: This paragraph is to be included if the competition is open to providers of financial advice]**NO INFLUENCE ON FINANCIAL ADVICE:** Entrants warrant that the nature and circumstances of the competition, their participation in the competition and the potential giving and acceptance of a prize, will not in any way influence the choice of financial product recommended to retail clients or the financial product advice given to retail clients, and the

entrant's participation in the competition does not contravene any provision in Part 7.7A of the *Corporations Act 2001* (Cth). Entrants warrant that if, at any time, their choice of financial product recommended to retail clients or the financial product advice given to retail clients is influenced by the competition, they will immediately notify the Promoter and in doing so acknowledge that they will no longer be eligible to participate in the competition or receive a prize.