

AIA Vitality Seasonal Status Rewards Terms and Conditions of Entry

General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

3. Subject to the clauses below, entry is open to all AIA Vitality Rest Members in Australia who have fulfilled the requirements set out below ('**Eligible Entrants**').
4. Are a customer of Rest Super and have:
 - a) Activated their AIA Vitality membership
 - b) Earned AIA Vitality points; and
 - c) Achieved at least Silver Status
5. Employees of AIA Australia, associated agencies and companies, contractors or individuals are not eligible to enter this competition.
6. Any entrant who is under the age of 18, as of the date of entry, must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify their consent and may be required to sign a release at the discretion of the Promoter. The release may also require the entrant's parent or guardian to accept responsibility for the acts and forbearances of the entrant. The release must be completed with the full name, address and telephone number of the entrant's parent or guardian. Failure to provide such proof, particulars or releases will immediately invalidate the entrant's entitlement to any prize, subject to State and Territory legislation.
7. The Promoter is AIA Australia Ltd (ABN 79 004 837 861) (the '**Promoter**'). The Promoter's address is Level 6 509 St Kilda Road, Melbourne, VIC 3004.

How to enter

8. To enter Eligible Entrants must, during the Promotional Period (defined below): have an AIA Vitality reward status of either Silver, Gold or Platinum by the end of November 2019 (Spring) and February 2020 (Summer).
9. Entries must have a valid and active email address linked to AIA Vitality to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

Number of Entries permitted

10. All entrants may enter one status competition once per season.

Open, Close, Draw and Publish dates

11. The competition commences on **04/09/2019** at **12:01 AM** and closes **28/02/2020** at **11:59 PM** ('**Promotional Period**'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.

12. The winners will be the first valid entries drawn at Permitz Group, 2.04 /4 Ilya Avenue Erina NSW 2250 on **06/12/19** and **06/03/20** at **01:00 PM**. The Promoter will ensure that all entries have an equal chance of winning a prize.
13. The winners will be notified by email within two business days of the draw. Their names will also be published on **10/12/19** and **10/03/20** at AIA.com for 28 days.
14. Prizes (or in the case of vouchers, prize confirmations) will be sent within 28 days of the draw.
15. The Promoter may conduct such further draws on **08/06/2020** (at 11:00 at Permitz Group, 2.04 /4 Ilya Avenue Erina NSW 2250) as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. Their names will also be published on **10/06/2020** at AIA.com for 28 days.

Prize on offer

16. The total prize pool is valued at up to \$30,000 (Including GST), as at 9/01/2020.
17. The total number of competition winners in this competition is up to 90. The prizes on offer are:

Number of winners	Prize description	Value of each
30 Winners (15 each season)	1 x \$200 Vouchers redeemable for us at HOYTS, iTunes or Woolworths	\$200
30 Winners (15 each season)	1 x \$300 Vouchers redeemable for us at HOYTS, iTunes or Woolworths	\$300
30 Winners (15 each season)	1 x \$500 Vouchers redeemable for us at HOYTS, iTunes or Woolworths	\$500

Note: Winner must have a valid email address.

Further Terms and Conditions

18. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
19. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be

invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

20. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
21. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
22. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
23. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Privacy Collection statement

24. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <https://www.aiavitality.com.au/vmp-au/>. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, AIA Australia Ltd (ABN 79 004 837 861) of Level 6 509 St Kilda Road, Melbourne, VIC 3004.

Copyright, Statutory guarantees, Waiver and liability

25. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.

26. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
27. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
28. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
30. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
31. 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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.

Competition permits

32. Authorised under: NSW Permit No. LTPS/19/37694. ACT Permit No. TP 19/04125 SA Licence No. T19/1479.