

# HESTA Customer Feedback Competition

## Terms and Conditions

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in HESTA Customer Feedback Competition ("**Competition**") is deemed acceptance of these Terms and Conditions.

### ***Promoter***

2. The promoter of the Competition is H.E.S.T. Australia Ltd ABN 66 006 818 695 AFSL No. 235249, Trustee of Health Employees Superannuation Trust Australia (HESTA) ABN 64 971 749 321, of Level 20, 2 Lonsdale Street, Melbourne, VIC, 3000 ("**Promoter**").

### ***Competition Period***

3. The period of this Competition begins at 12:00am (AEDT) on 25<sup>th</sup> November 2024 and ends at 11:59pm (AEDT) on 21<sup>st</sup> of November 2025 ("**Competition Period**"). Note that as set out in clause 9 of these Terms and Conditions, there will be 4 prize draws throughout the Competition Period. Only entries received during the relevant prize draw entry period, as set out in clause 10, will be eligible for the prize related to that prize draw entry period.

### ***Eligibility to Enter***

4. Entry is only open to Australian residents aged 18 years and over who are current or former members of HESTA and who have received a promotional SMS or email from the Promoter.
5. Employees (and their Immediate Family Members) of the Promoter, related body corporate of the Promoter, and any agency associated with this Competition are ineligible to enter. Immediate Family Members means any of the following: spouse, ex-spouse, de-facto, ex-de-facto, 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 first cousin.

### ***How to Enter***

6. To enter the Competition, an eligible entrant must complete one of the following mechanics during the Competition Period:
  - (A) **SMS Entry**: (i) reply to the SMS that they receive from the Promoter with the word 'YES' in the reply SMS to receive an instant automatic call back. The automatic call back will be an automated phone survey; and (ii) answer all questions in the automated phone survey as prompted. SMS entry cost will vary dependent on the mobile network used but will not exceed 55c. SMS entries via the Internet are ineligible.

- (B) Website Entry: (i) click on the link provided in the email or SMS that they receive from the Promoter to be directed to the promotional website; and (ii) input the requested details including their mobile phone number, and (iii) answer all the questions in the survey as prompted on the promotional website, and (iv) submit the fully completed entry form.
7. For the sake of clarity, the entrant will be the person whose name is registered on the HESTA account relevant to the mobile phone number submitted on entry (website entry) or the mobile phone used to enter (for SMS entry).
8. Only one (1) entry is permitted per person.
9. Only those entrants that complete the survey will be entered into the relevant prize draw.

### **Prize Draws**

10. Entries open and close for each draw on the dates and times specified in the table below. The prizes draws will be conducted by random selection by Feedback ASAP Pty Ltd, St Kilda Road Towers, Level 1, 1 Queens Road, Melbourne, VIC, 3004 at 12 noon AEST/AEDT on the dates specified in the table below. Entries in each prize draw will **not** be entered into any subsequent prize draws.

<b>Prize Draw</b>	<b>Entries Open</b>	<b>Entries Close</b>	<b>Draw Date</b>
1	12:00:00am (AEDT) 25 <sup>th</sup> November 2024	11:59:59pm (AEDT) on 24 <sup>th</sup> February 2025	28 February 2025
2	12:00:00am (AEDT) 25 <sup>th</sup> February 2025	11:59:59pm (AEST) on 24 <sup>th</sup> May 2025	28 May 2025
3	12:00:00am (AEST) 25 <sup>th</sup> May 2025	11:59:59pm (AEST) on 24 <sup>th</sup> August 2025	28 August 2025
4	12:00:00am (AEST) 25 <sup>th</sup> August 2025	11:59:59pm (AEDT) on 21 <sup>st</sup> November 2025	24 November 2025

11. The winner of each Prize Draw (referred to in the above table) will be notified by telephone and SMS within two (2) days of the draw. Each winner's name will be published at [www.hesta.com.au](http://www.hesta.com.au) within 7 days of the relevant draw.

### **Prizes**

12. The first valid entry drawn in each prize draw will win a \$1,000 VISA electronic gift card ("**VISA Digital eGift Card**").
13. The VISA Digital eGift Card will be sent electronically to the winner by email. The VISA eGift Card is subject to its terms of issue and may not be accepted by all retailers. The Promoter accepts no liability for a defective VISA eGift Card however, if necessary, the Promoter will provide reasonable assistance to a winner to ensure a replacement VISA eGift Card is provided in such circumstances.

14. Any ancillary costs associated with redeeming the VISA eGift Card are not included. Any unused balance of the VISA eGift Card will not be awarded as cash. Redemption of the VISA eGift Card is subject to any terms and conditions of the issuer including those specified on the VISA eGift Card.

***Unclaimed Prize Draw/s***

15. The Promoter will take all reasonable endeavours to make contact with the winner.
16. Subject to clause 17, if the VISA Gift Card has not been claimed within three months of the relevant draw, the Promoter will conduct a further draw for the VISA Gift Card at the same time and place as the original draw. The dates for the re-draws would be:
- Draw 1: 28 May 2025  
Draw 2: 28 August 2025  
Draw 3: 28 November 2025  
Draw 4: 24 February 2026
17. Before the Promoter conducts a re-draw under clause 16, the Promoter will notify any regulatory authority and comply with any directions from any regulatory authority as required by law.
18. Each winner of an unclaimed prize draw will be notified by telephone and SMS within two (2) days of the re-draw.
19. Subject to clauses 16, 17 and 18, if a winner has still not taken possession of their prize by the time stipulated by the Promoter, then the VISA Gift Card will be forfeited.

***Personal Information of entrants***

20. As a condition of entering this Competition, each entrant licences the Promoter to use their entry (including answers to survey questions) in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. Each entrant warrants to the Promoter that the answers to the survey questions they provide are their own responses and that their entry will not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty.
21. 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 Competition (including any outcome), and promoting any products or services supplied by the Promoter.
22. The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties for the

purposes of the Competition, including but not limited to agents, contractors, service providers (including without limitation Feedback ASAP Pty Ltd), prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.

### ***General***

23. An incomplete, indecipherable or inaudible entry will be deemed invalid and removed from the relevant draw. Any entry, which contains one or more gibberish answers, will be deemed invalid. Entries that contain racist or inappropriate comments or language will also be deemed invalid.
24. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in any telecommunications service or equipment. Entries into the Competition will be deemed accepted at the time of receipt by the Promoter and not at the time of submission by the entrant.
25. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
26. 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.
27. This is not a game of skill. The single prize winner from each Prize Draw Period will be selected by the Promoter at random through an automatic selection process.
28. The Promoter's decision is final and no correspondence will be entered into.
29. The total value of the prize pool is AU\$4,000.
30. The prizes are not transferable or exchangeable and cannot be taken in any other form (including not being able to be taken as cash).
31. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
32. If this Competition 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.

33. 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 Competition.
34. 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) use of the prize. 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 the items specified in items (a) to (e) in this clause 34.
35. As a condition of accepting the 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 legal release and indemnity form.
36. This Competition is authorised under ACT Permit No. ACT TP 24/02585
37. Any entrant (who the Promoter automatically enters into the Competition when they provide feedback) who no longer wishes to participate in the Competition can email [support@feedbackasap.com](mailto:support@feedbackasap.com) and request for their entry to be removed from the relevant draw.