

smartMonday Competition Terms & Conditions

1. GENERAL TERMS

- 1.1 By submitting an entry to the competition (Competition), you acknowledge that you have read and agree to be bound by these Official Rules and the decisions of smartMonday Solutions Limited ABN 48 002 288 646 (smartMonday) as the sponsor of the Smart Future Trust ABN 68 964 712 340 (Fund) that relate to the Official Rules, and that you satisfy all eligibility requirements.
- 1.2 The Competition is only open to members of the Fund. Employees of smartMonday and of the trustee of the Fund, Equity Trustees Superannuation Limited ABN 50 055 641 757 (Trustee), their respective parents, subsidiaries, affiliates, advertising and promotion agencies, distributors, merchants involved with this Competition and their immediate family members and those living in the same household of each are not eligible to enter or win.
- 1.3 The Competition is governed by the law in New South Wales and is subject to all applicable Commonwealth and state laws and regulations. Void where prohibited by law.

2. HOW TO ENTER

- 2.1 To enter the Competition follow all onscreen instructions to complete and submit the survey (Primary Entry). All entries must be received between 12.00am AEST on 1 September 2022 and 11:50PM AEDT Monday 31 October. (Competition Entry Period). Online entrants are subject to all notices posted online including but not limited to smartMonday's and the Trustee's privacy policies.
- 2.2 One entry only is allowed per member.

- 2.3 By submitting any content to smartMonday in relation to the smartMonday Competition, you represent and warrant that:
- a. You are the sole author and owner of the intellectual property rights of the content of you submit, and that the content you submit does not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.
 - b. You have not been compensated or granted any consideration by any third party for your content, and that you are providing your content in good faith and in the spirit in which the process is intended.
 - c. You agree to indemnify and hold smartMonday and the Trustee (and their respective officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), harmless from all claims, demands, and damages (direct or indirect) including reasonable legal fees, arising out of a breach of your representations and warranties set forth above, or your violation of any law or the rights of a third party.
 - d. Unless the law provides otherwise, smartMonday does not guarantee that you will have any recourse through smartMonday to edit or delete any content you have submitted. You acknowledge that you, not smartMonday, are responsible for the contents of your submission. Subject to privacy law and the relevant privacy policies, none of the content that you submit will be subject to any obligation of confidence on the part of smartMonday, its agents, subsidiaries, affiliates, partners or third-party service providers and their respective directors, officers and employees.
 - e. By submitting your email address in connection with your entry, you agree that smartMonday and its third-party service providers may use your email address to contact you about the status of your entry and for other administrative purposes.

3. PRIZES & APPROXIMATE RETAIL VALUES (“ARV”)

3.1 The Prize includes:

- 1 (one) Apple Gift Card
- **Total prize pack of prize valued at \$1,349.00.**

If winner is unable to receive the prize then the prize will be forfeited, and an alternate winner may be selected in accordance with these Official Rules from among the remaining eligible entries for that prize. Prizes may not be transferred or assigned except by the Sponsor and are not redeemable for cash.

The winning entry for the iPhone 13Pro will be drawn on 2 November 2022. The winner will be notified by email using the address entered in the survey. The subject line for that email will be, 'smartMonday iPhone draw'. The winner's details (First name and State of residence) will also be announced on our website on Wednesday 16 November 2022.

4. ODDS

4.1 Odds of winning depend on number of eligible entries received during the Competition Entry Period.

5. THE FOLLOWING APPLIES TO THE ABOVE

- 5.1 Winners will be randomly selected based on completion of the survey.
- 5.2 Winners will be notified by email and/or a public post on the sponsor's social media page. The winner will be required to complete and return an email confirmation of prize acceptance within 7 days of notification, or an alternate winner will be selected. The Prize will be awarded within 30 days after receipt and verification of prize notification.
- 5.3 If a potential winner cannot be contacted or if the selected winner cannot accept or receive the prize for any reason, or he/she is not in

- compliance with these Official Rules, the prize will be forfeited and may be awarded to an alternate winner.
- 5.4 No substitutions are permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. Prize is not redeemable for cash and non-assignable and non-transferable except to a surviving spouse.
 - 5.5 Entrants are responsible for any and all expenses that they incur in entering or winning the Competition.
 - 5.6 Prize is not redeemable for cash. For full terms and conditions of the Apple gift card prize [see here](#).
 - 5.6 Entry and acceptance of prize constitute permission to use winner's name, prize won, hometown and likeness for online posting and promotional purposes without further compensation, except where prohibited by law. Prize is guaranteed to be awarded.
 - 5.7 Cash value of the prize cannot be redeemed.

 - 5.8 Participating entrants agree to these Official Rules and the decisions of the Sponsor, and release, defend and hold harmless the Sponsor and the Trustee and their affiliated companies, and all other businesses involved in this Competition, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation, acceptance and use or misuse of prize.
 - 5.9 Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Competition or use or redemption of prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Competition or in the announcement of the prize.
 - 5.10 Winner acknowledges that the Sponsor, the Trustee and all other businesses concerned with this Competition and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of prize.

6. ARBITRATION

- 6.1 In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the Authorized Account Holder of the smartMonday membership number submitted at time of entry. Authorized Account Holder means the natural person who is assigned the relevant membership number by smartMonday.
- 6.2 Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices or otherwise are void.
- 6.3 The Sponsor is not responsible for: (i) lost, late, misdirected, damaged, illegible or incomplete entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive, entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Competition.
- 6.4 By participating in the Competition, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Competition.
- 6.5 Failure to comply with these Official Rules may result in disqualification from the Competition.
- 6.6 Sponsor reserves the right to permanently disqualify from any Competition it sponsors any person it believes has intentionally violated these Official Rules and cancel the Competition if it becomes technically corrupted (including if a computer virus, bot or system malfunction inalterably impairs its ability to conduct the Competition), and to select a winner from among all eligible entries received prior to withdrawal.

- 6.7 This Competition shall be governed by and interpreted under the laws of the state of NSW, Australia without regard to its conflicts of laws provisions. By participating, entrants agree that any and all disputes arising out of or relating in any way to this Competition shall be litigated only in courts sitting in Sydney, NSW, Australia.

7. CONFIDENTIALITY

- 7.1 By entering the information your information will never be sold to anyone. You can unsubscribe easily from smartMonday by clicking on the unsubscribe link in the bottom of our newsletter emails. Information provided by you to participate in this Competition is subject to Sponsor's privacy policy located [HERE](#).

8. SPONSOR

smartMonday Solutions Limited
31 Alfred Street
Sydney NSW 2000
Australia

9. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

The personal information collected from each entrant in the course of the Competition will be used by smartMonday for the purposes of administration of the Competition and as otherwise permitted in accordance with Equity Trustees Superannuation Limited [Privacy Policy](#). smartMonday reserves the right to alter any rules of any Competition at anytime. Please refer to our [enquiries & complaints factsheet](#) if you have any questions or complaints about a smartMonday Competition.

10. YOUR PRIVACY

At smartMonday we are committed to protecting your privacy as an online visitor to our website. We use the information we collect about you to maximise the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Find our full Privacy Policy at <https://smartmonday.com.au/Privacy-cookies> for information on matters such as storage and security of your information, our use of Cookies, disclosure of your information, third parties, security, links and resolving privacy issues .

Legal Warning: ANY ATTEMPT BY AN individual, whether or not an ENTRANT, TO DELIBERATELY DAMAGE, destroy, tamper or vandalize this WEBSITE OR interfere with the OPERATION OF THE COMPETITION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS and SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES and diligently pursue all remedies against ANY SUCH individual TO THE FULLEST EXTENT PERMITTED BY LAW.

smartMonday is a registered trading name of smartMonday Solutions Limited ABN 48 002 288 646 AFSL 236667, the sponsor of the Smart Future Trust ABN 68 964 712 340 (the fund). The trustee of the fund and issuer of this document is Equity Trustees Superannuation Limited ABN 50 055 641 757 AFSL 229757 RSE Licence L0001458. smartMonday products are part of the fund. The Target Market Determinations for smartMonday products are available at smartmonday.com.au/governance.

© 2022 smartMonday Solutions Limited