

Introduction

1. The Superannuation Advice Australia Community Fund is the Superannuation Advice Australia community donation initiative. It aims to provide monetary support to groups, organisations and causes that serve the local communities that our clients live within.

Definitions

2. In these Terms and Conditions:

- (a) "Applicant" means a Charity/Community Group or an individual representative acting on behalf of a Charity or Community Group that applies to participate in the Superannuation Advice Australia Community Fund;
- (b) "Superannuation Advice Australia" means Superannuation Advice Australia Pty Ltd (ABN 45 636 152 924) and its related bodies corporate;
- (c) "Local Area" means the local area that the Charity or Community Group operates within in our Clients local community;
- (d) "Local Community Group" means:
 - (i) a group of people sharing a common goal;
 - (ii) a charity; or
 - (iii) a not-for-profit organisation;
- (f) "Local Community Project" means a charitable or benevolent project serving a Local Area, even if the project also serves a wider area;
- (g) "Community Fund" means this Superannuation Advice Australia Community Fund initiative.

Eligibility

3. Registration is only open to Local Community Groups that legitimately conduct one or more Local Community Projects within, or that serve, a Local Area.

4. Local Community Groups must be [Deductible Gift Recipient](#) eligible to enter.

5. Local teams or individual participants for large scale charity fundraising events are NOT considered "Local Community Groups" and therefore are NOT eligible to register.

6. Companies, businesses and groups that are intended to generate a profit are NOT eligible to register.

7. The Community Fund does not support individuals and their personal projects.

Registration

8. To register to participate in the Community Fund, eligible Local Community Groups must:

(a) visit www.superadviceaustralia.com.au/communityfundentry and follow the prompts to fully complete the online application form; or

9. Application forms must include all required details, including:

(a) the name and contact details of the individual completing the application on behalf of the Local Community Group;

(b) the name and registration number of the Local Community Group;

(c) the Local Community Group's address, website address and/or Facebook profile address;

(d) whether the application relates to the Local Community Group as a whole or to a specific Local Community Project conducted by the Local Community Group;

(e) a blurb of up to two hundred (200) words describing the Local Community Group or the specific Local Community Project (as applicable) ("Blurb"), and what a donation of up to \$20,000 would do to enhance the local community that the Local Community Group operates in. Local Community Groups will also be required to state how they will involve the local community as part of their plans.

10. Incomplete, indecipherable or illegible applications will be deemed invalid.

Limitations

11. Subject to clause 13, each Local Community Group may not submit more than one application at a time

12. In the case of Local Community Groups that conduct multiple Local Community Projects, Superannuation Advice Australia may allow the same Local Community Group to participate multiple times. This will be determined by Superannuation Advice Australia in its absolute discretion on a case-by-case basis.

Review

13. Superannuation Advice Australia will review each application for eligibility and compliance with these Terms and Conditions. Superannuation Advice Australia will then choose from the eligible Applicants to be selected to participate in the Community Fund initiative, in Superannuation Advice Australia's absolute discretion.

14. Applications will be reviewed by the Superannuation Advice Australia Community Fund Panel who will decide on the final shortlisted selection.

15. Superannuation Advice Australia may contact Applicants for additional information or clarification when reviewing applications. If Superannuation Advice Australia is unable to contact an Applicant, the application may be rejected.

16. Approval and participation in the Community Fund is based on eligibility and compliance in accordance with these Terms and Conditions as determined by Superannuation Advice Australia in its absolute discretion.

17. Superannuation Advice Australia will notify Applicants via email to the individual nominated on the application form whether their application has been successful or not.

18. If an Applicant believes that their application has been unfairly assessed, they may submit an enquiry to marketing@superadviceaustralia.com and ask for their application to be re-assessed. Once this has occurred, the decision by the Superannuation Advice Australia Community Fund Panel is final and no further correspondence will be entered into.

Participation

19. Every three months, Superannuation Advice Australia will shortlist and select the finalists to take part in the Community Fund initiative. All shortlisted Local Community Group's will be notified by email.

20. The Superannuation Advice Australia website will hold the Local Community Group information at the time of voting. Each Local Community Group will have a label identifying the Local Community Group or Local Community Project (as the case may be) and a Blurb based on the information provided in the successful application. Superannuation Advice Australia reserves the right to edit the details and Blurb for the website.

21. Voting will take place on the Superannuation Advice Australia social media channels (Twitter, Facebook and Instagram) and is open to everyone. Each Local Community Group or Local Community Project will be assigned a unique hashtag which will count as their entry method. Every time a unique hashtag is used, a vote will be counted.

22. At the end of the voting period, all successful votes will be counted up. Up to \$20,000 will be available to the Local Community Group that obtains the most votes. All other shortlisted Local Community Group projects will also receive a donation from the Community Fund. The amount donated to each Local Community Group will be at the discretion of Superannuation Advice Australia.

(a) The Local Community Group that has the most votes will be awarded 1st place and will receive a donation of up to \$20,000, with the remaining shortlisted Local Community Groups also receiving a donation. The amount donated to each Local Community Group will be at the discretion of Superannuation Advice Australia;

(b) In the event of a tie between two Local Community Groups for 1st place, each of those tied Local Community Groups will receive a donation of up to \$10,000.

23. Each participating Local Community Group will be notified of the outcome by email after the votes have been counted at the end of the voting period. Results on the placings will also be displayed on the Superannuation Advice Australia website.

Donations

24. Donations will be made in the form of a cheque payable to the Local Community Group based on the details set out in the application form.

25. Unbanked and unclaimed cheques will expire twelve (12) months from the date of issue.

26. Superannuation Advice Australia has a preference to pay donations by cheque and will not make payments to individuals. If a Local Community Group requests that the donation be paid by another method, Superannuation Advice Australia will consider the request in its absolute discretion on a case-by-case basis.

27. In participating in the Community Fund, a Local Community Group agrees that donations made will be spent in accordance with their initial application. Superannuation Advice Australia will require proof from the Local Community Group within six (6) months of a cheque being processed that the donation has been spent in accordance with the initial application. Should a Local Community Group fail to provide proof or fail to spend the donation in the way outlined in their application, Superannuation Advice Australia holds the right to request that the donation is refunded to Superannuation Advice Australia.

Communications

28. Applicants agree that the individual nominated on the application form will be sent email communications on behalf of the Applicant regarding the progress of their application, participation in the Community Fund initiative and collection of the donation cheque. That individual also agrees to be the primary point of contact for the Applicant and may be contacted by Superannuation Advice Australia via the email address or phone number provided.

29. All successful Local Community Groups agree to participate in on-going communications with the Superannuation Advice Australia Community Fund including but not limited to media engagements and on-going updates on the impact that the donation has made to their project and community. As part of the application process to the Community Fund, Local Community Groups agree to Superannuation Advice Australia using content obtained throughout the process and on-going engagements across their touchpoints, including but not limited to the Superannuation Advice Australia website and social media channels.

Privacy

30. All applications become the property of Superannuation Advice Australia. Superannuation Advice Australia collects personal information such as names, contact details and any other information that we consider necessary in order to conduct the Community Fund and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, suppliers and regulatory authorities. Participation is conditional on providing this information. Superannuation Advice Australia collects this information directly from the Applicant when it lodges its application or provides further information as requested by Superannuation Advice Australia.

31. All information collected regarding Applicant will be stored on Superannuation Advice Australia's cloud-based servers as part of our Customer Relationship Management (CRM) system. We take all reasonable steps to protect personal information and if an Applicant or its individual representative wishes to correct or update their information, they may do so by contacting our privacy contact officer as follows:

Telephone: 1300 461 314

Email: info@superadviceaustralia.com.au

Mail: PO Box 400, Broadbeach QLD 4218

32. Personal information will be handled in accordance with the Australian Privacy Principles and Superannuation Advice Australia's privacy policy which is available at <https://superadviceaustralia.com.au/privacy-policy/>. By submitting an application, the Applicant acknowledges that it has read, understood and agrees to terms and conditions of the Superannuation Advice Australia's privacy policy.

General

33. Information on how to participate in the Community Fund and the rewards available form part of these Terms and Conditions. Participation in or registration for the Community Fund is deemed acceptance of these Terms and Conditions.

34. Superannuation Advice Australia reserves the right, at any time, to verify the validity of applications and Applicants (including an Applicant's identity and eligibility) and to disqualify any Applicant who submits an application that is not in accordance with these Terms and Conditions or who interferes with the application or review processes. Errors and omissions may be accepted at Superannuation Advice Australia's discretion. Failure by Superannuation Advice Australia to enforce any of its rights at any stage does not constitute a waiver of those rights.

35. If there is a dispute as to the identity of an Applicant, Superannuation Advice Australia reserves the right, in its sole discretion, to determine the identity of the Applicant.

36. Applicant license and grant Superannuation Advice Australia, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display the name of the Local Community Group, the name of the Local Community Projects (if applicable) and the Blurb (collectively, "Content") for any purpose in any media, without compensation, restriction on use, attribution or liability. The Applicant licenses Superannuation Advice Australia to use the Content in any media for an unlimited period for any reason including but not limited to in conjunction with the Community Fund and for future promotional, marketing or publicity purposes. The Applicant consents to any use of the Content which might otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth). Superannuation Advice Australia may edit, remove or refuse to publish any Content without notice for any reason whatsoever. Applicants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights. Applicants warrant and agree that:

- (a) the Content is an original literary work of the Applicant that does not infringe the rights of any third party;
- (b) they will not submit any Content that is unlawful, fraudulent, inappropriate, objectionable or unacceptable;
- (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
- (d) they are fully responsible for the Content they submit in their application;
- (e) if the application is submitted online, the Content will not contain viruses or cause injury or harm to any person or entity;
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the Applicant agrees to indemnify Superannuation Advice Australia from and against all costs and claims by third parties arising from a breach of this warranty.

37. The Applicant consents to Superannuation Advice Australia using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Community Fund (including any outcome) and promoting Superannuation Advice Australia products & services.

38. The use of any means to disrupt or interfere with the integrity of the voting system is strictly prohibited and may result in any Local Community Group that Superannuation Advice Australia reasonably believes is involved to be disqualified from further participation or receiving any donation.

39. Any cost associated with accessing the website is the Applicant's responsibility and is dependent on the Internet service provider used.

40. Liability for any tax arising out of participation in the Community Fund is the sole responsibility of the Applicant. Applicants should seek independent financial advice in this regard.

41. 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 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) 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, Superannuation Advice Australia (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 promotion.

42. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Superannuation Advice Australia (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 Superannuation Advice Australia's control);
- (b) any theft, unauthorised access or third party interference;
- (c) any application or claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Superannuation Advice Australia) due to any reason beyond the reasonable control of Superannuation Advice Australia;
- (d) any tax liability incurred by a participant.

43. Superannuation Advice Australia reserves the right, in its absolute discretion, to modify, suspend, terminate or cancel the Community Fund initiative.

44. Superannuation Advice Australia decisions in relation to all aspects of the Community Fund are final, are made in its absolute discretion and subject to clause 18 no further correspondence will be entered into.

45. The individual representative acting on behalf of a Charity or Community Group warrants that it has full authority to complete and lodge the application with Superannuation Advice Australia.