

# Protect The Daintree Promotion Terms and Conditions

## Entry

1. The promoter of the Promotion is Australian Ethical Investment Ltd of Level 8, 130 Pitt Street, NSW 2000 ("Australian Ethical" or "Promoter").
2. The Australian Ethical Super Protect The Daintree ("Promotion") starts on 1 September 2020 and ends on 30 September 2020 ("Promotion Period").
3. Information on how to enter the Protect The Daintree Promotion form part of these Terms and Conditions. These Terms and Conditions apply to all new members that join during the Promotion Period ("New Members") and referrals ("Referrals") made to the Australian Ethical Retail Superannuation Fund ("Fund") during the Promotion Period to the exclusion of all other terms and conditions.
4. All members making referrals ("Referring Members") will be deemed to have accepted these terms and conditions by joining and/or making Referrals. A person cannot make a referral to themselves.
5. The Promotion is only open to a resident of Australia aged 18 years or over and only members of the Australian Ethical Retail Superannuation Fund ("Member") can make a Referral.
6. Employees (and their immediate families) of Australian Ethical and agencies associated with this promotion are eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, 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 1st cousin.
7. Referring Members are not authorised to offer any advice on behalf of Australian Ethical in connection with any financial product.
8. Referring Members are not authorised to arrange any financial product or service, nor to commit Australian Ethical in any way. Nothing in these terms and conditions shall result in the Referring Member being construed as an agent of Australian Ethical.
9. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, Promotion suppliers and as required, to Australian regulatory authorities. Validity of an entry is conditional on providing this information. Any personal information provided will be held in accordance with the Australian Ethical Privacy Policy which can be accessed at <https://www.australianethical.com.au/privacy-policy/>

## Halfcut donation

10. For the first 2,000 New Member that joins the Fund by completing an online application within the Promotion Period, Australian Ethical will make a donation to HalfCut save LOT 157 Ranger Station Daintree Rainforest to protect 2 square metres, valued at AUD \$5 (a "Donation")
11. If the New Member has been referred and joins from a unique referral link during the Promotion Period (a "Successful Referral"), Australian Ethical will also make a Donation of behalf of the Referring Member for each Successful Referral.
12. The Donation will be made directly to HalfCut by Australian Ethical.
13. For more information about HalfCut please see: <https://halfcut.org>
14. The Donation is not redeemable for cash or transferable.

## General

15. The Promoter may withdraw the Protect The Daintree Promotion amount or otherwise amend these terms and conditions at any time.

16. The Promoter reserves the right, at any time, to verify the validity of Referrals (including a person's identity, age and place of residence) and to disqualify a person who submits a Referral that is not in accordance with these Terms and Conditions or who tampers with the Referral process. Errors and omissions will 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.
17. If this promotion 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
18. Any cost associated with accessing the Promoter's website for the purpose of entering this Promotion is the entrant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion.
19. This agreement is governed by the law in force in the state of New South Wales, Australia. Any dispute arising in connection with these Terms and Conditions or in connection with the Promoter which cannot be resolved by good faith negotiations between us shall be referred to mediation or to arbitration. However, the Promoter reserves, at our absolute discretion, the right to instigate legal proceedings prior to negotiation, arbitration or mediation against any individual, organisation or entity, who in our opinion has acted in breach of these Terms and Conditions.