

# CPA AUSTRALIA MEMBER ENGAGEMENT SURVEY COMPETITION 2023 ("COMPETITION")

## TERMS AND CONDITIONS

### A) THE COMPETITION

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1. By submitting your Entry to this Competition (as set out in clause 6) you acknowledge that you have read, understand and fully agree with these Terms and Conditions. If you do not agree to any of the Terms and Conditions, you may withdraw your Entry prior to the Prize Draw by emailing [cpaaustraliamembersurvey@forethought.com.au](mailto:cpaaustraliamembersurvey@forethought.com.au) with the subject heading 'withdraw from CPA Australia Member Engagement Survey Competition' by no later than 12:00 pm Australian Eastern Daylight Time (AEDT) on 3 November 2023.
2. The Promoter of the Competition is CPA Australia Ltd (ABN 64 008 392 452) of Level 20, 28 Freshwater Place, Southbank Victoria 3006, Australia (**Promoter**).
3. The Research Partner of the Competition is Forethought Pty Ltd (ABN 90 065 460 746), trading as Forethought® of Level 7, 550 Bourke Street Melbourne VIC 3000, Australia (**Research Partner**).
4. The Research Partner is the administrator of the Competition and is not an agent of the Promoter and may not enter into any contract and/or provide any warranty and/or representation regarding the Competition on behalf of the Promoter.
5. The Competition commences on 4 October 2023 at 12.00 pm AEDT and concludes on 3 November 2023 at 12.00 pm AEDT (**Promotional Period**).

### B) ENTRY CRITERIA

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6. Entry in this Competition is open to individuals who:
  - a. are aged 18 years or older;
  - b. are a current Full, Associate, Fellow or Retired CPA Australia member without any outstanding membership fees;
  - c. have completed in full the CPA Australia Member Engagement Survey 2023 (**Entry**); and
  - d. reside in the Participating Area,during the Promotional Period (**Entrant**).

**Participating Area** includes Australia, New Zealand, Mainland China, Malaysia, India, Vietnam and Fiji.

7. The Promoter's (a) employees, directors and their immediate family members; and (b) agents, agencies, sponsors and their employees and contractors are ineligible to enter this Competition. Corporate entities (as described in the *Australian Corporations Act 2001 (Cth)* or equivalent laws in each jurisdiction) are also excluded from entering this Competition.
8. The Promoter reserves the right to verify the validity of Entries and to disqualify:
  - a. any Entry which in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements;
  - b. any Entrant who tampers with the entry process (referred to in clause 6);
  - c. any Entrant who in the sole opinion of the Promoter, engages in conduct which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or the Promoter and/or its sponsors; or
  - d. any Entry that is not in accordance with any of these Terms & Conditions.
9. Should an Entrant's contact details change during the Promotional Period, it is the Entrant's responsibility to notify the Promoter at [cpaaustraliamembersurvey@forethought.com.au](mailto:cpaaustraliamembersurvey@forethought.com.au) and request to access or modify any information provided in an Entry.

### C) SELECTION OF THE WINNER(S)

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10. The Competition will be a random draw competition from valid Entries received during the Promotional Period. By successfully completing the entry requirements in clause 6, the Entrant will receive one (1) chance to win. Entrants may only enter the Competition once and may only win one (1) Prize.

11. Ten (10) valid Entrants will be drawn at random to become the winners of the Competition (each a “**Winner**”). Ten (10) further valid Entrants will be drawn at random as runner-ups at the same time and by the same process (**Runner Ups**). If a Winner is deemed ineligible, cannot be contacted within the required time or does not accept the Prize, that Winner will not receive the Prize and the Promoter will award the Prize to a Runner-Up in accordance with the order set out in these Terms and Conditions. The order in which Runner-Ups are drawn will be recorded and the Prize will be awarded to the first drawn Runner-Up and subsequent Runner Ups in order of drawing if required. There will be a total of ten (10) Winners and ten (10) Runner Ups. Runner Ups will not receive any prize other than as a result of the process in this clause 11.
12. The prize draw (as described in clause 11 above) will take place at the Research Partner’s head office at Level 7, 550 Bourke Street VIC 3000, Australia at 12:00 pm AEDT on 17<sup>th</sup> November 2023 (**Prize Draw**).
13. The Winners will be notified via telephone and email within two (2) business days of the Prize Draw and advised of how they can receive their Prize. The Winner will have their first initial, last name and jurisdiction of residence published on CPA Australia’s website ([www.cpaustralia.com.au](http://www.cpaustralia.com.au)) by 15 December 2023.
14. The Promoter reserves the right to request any Winners provide proof of identity, proof of residency at their nominated prize delivery address and/or proof of Entry in order to claim a Prize. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize in whole and no substitute will be offered.
15. The Promoter reserves the right to disqualify a Winner retrospectively if the Promoter becomes aware that the Winner or the Winner’s Entry is of a type described in clause 8.
16. If there are no valid Entries during the Promotional Period then no prize will be awarded.
17. Subject to any direction given under relevant legislation, if a Winner is unable to be reached (following reasonable attempts) and/or such Winner does not claim the Prize by 4.00 pm AEDT on 29 November 2023, the Winner forfeits the Prize and a Runner Up will be selected in accordance with clause 11 above (**Second Chance Winner**).
18. The Second Chance Winner will be notified via telephone and email (and have their first initial, last name and jurisdiction of residence published on CPA Australia’s website ([www.cpaustralia.com.au](http://www.cpaustralia.com.au)) by 16 December 2023.
19. Subject to any non-excludable statutory obligations, the Promoter’s decision is final and the Promoter will not enter into correspondence regarding the Competition result.

#### **D) THE PRIZE(S)**

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20. The Prize consists of: 1x Visa Virtual Giftcard (valued at AUD \$450 (inc GST) (“**Prize**”). There will be a total of ten (10) Prizes. The total value of the Prize pool is AUD \$4,500 (incl. GST).
21. The Prize is not transferable or convertible to cash or credit and cannot be sold. The value of each Prize and the Prize pool is based on the recommended retail price of the Prizes as at the date of these terms and conditions and the Promoter takes no responsibility for any change in value.
22. The Winner must comply with all the terms and conditions of the Prize. If a winner is unwilling to take the Prize based on the terms and conditions of the Prize, they will forfeit their right to the Prize.
23. If a Winner does not accept the Prize or an element of the Prize at the time stipulated by the Promoter in clause 17, then that Prize or the element of that Prize will be forfeited by the Winner and the Winner will not be entitled and will not receive another prize or incentive (including cash) in lieu.
24. Prizes are issued subject to the Visa Virtual Account Terms and Conditions which can be found online at <https://virtualvc.com.au/Terms>.

#### **E) GENERAL TERMS**

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This Competition is authorised under ACT (Australia) Permit No. TP 23/01876 2023.

25. The Promoter and each of its related bodies corporate, officers, employees and agents accept no responsibility for any late, lost or misdirected Entries due to technical disruptions, network congestion or for any other reason whatsoever.
26. The Promoter and each of its related bodies corporate, officers, employees, agents and licensees are not liable to the Winner for any tax implications arising out of the Prize or the Competition (including any Fringe Benefits or Personal Income Tax). Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.
27. The Promoter will not be liable to any person or organisation (including Entrants), subject to relevant jurisdictional regulations, for cancelling or postponing the Competition if such cancellation or postponement: (a) is beyond the reasonable control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism; (b) due to infection by computer virus, bugs, tampering,

unauthorised intervention, fraud, technical failures, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Competition; or (c) in the reasonable opinion of the Promoter, the Competition may harm the promoters reputation or cause or likely to cause the Promoter to breach any arrangements with third parties or any Commonwealth or State regulations or legislation.

28. Subject to any liability which cannot be excluded at law, the Promoter, and each of their related bodies corporate, officers, employees, agents and contractors will not be liable for any loss or damage (including but not limited to indirect or consequential loss) whatsoever which is suffered by any Entrant, Winner(s) or any other person associated with this Competition, that arises out of or is connected with this Competition and/or the Prize including, but not limited to; (a) any personal injury or death arising from the Prize or the Competition generally; (b) any incorrect or inaccurate information associated with this Competition; or (c) any technical error that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of Entries.
29. All Entries become the property of The Promoter. Subject to the Privacy Statement below and with the Entrant's consent, the Promoter may use the Entrant's names, address(es) and telephone number(s) for future marketing and publicity purposes in any media worldwide without notice and without any fee being paid.
30. These Terms and Conditions will be posted on <https://www.cpaaustralia.com.au/media/media-releases/member-engagement-survey> during the Promotion Period.

## F) PRIVACY STATEMENT

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31. By participating in this Competition, each Entrant's consents to the processing of their personal information collected by the Promoter for this Competition (**Personal Information**). Personal information will be handled in accordance with the [CPA Australia Privacy Policy](#) and the [Forethought Privacy Policy](#). Personal Information is collected and used to:
  - a. conduct the Competition;
  - b. process your entry into the Competition;
  - c. award you any Prizes;
  - d. identify you as a Competition Winner, including, without limitation, through methods as described in these Terms & Conditions;
  - e. facilitate future Competition marketing campaigns;
  - f. conduct analysis or market research;
32. The Promoter may disclose the Entrant's Personal Information to external service providers to which the Promoter has contracted out functions such as printers, mailing houses, IT companies and media and advertising companies, but only for the purpose set out above in clause 31 and for the purposes permitted under law. The Entrant's Personal Information may be transferred, processed, or stored outside the country where the information was collected for the purposes stated above.
33. The Promoter or Research Partner may contact the Entrant through e-mail, SMS, telephone or post for the purpose(s) set out above in clause 31.
34. The Entrant has the right to access or correct any Personal Information the Promoter holds about them (subject to any applicable legal exceptions) and can do this via the "Update my profile" service on the Promoter's website at [www.cpaaustralia.com.au](http://www.cpaaustralia.com.au). The Promoter will generally provide the Entrant with access to their Personal Information.
35. It is essential for the Entrant to provide the Promoter with the Personal Information requested. If the Entrant does not provide the Promoter with the Personal Information requested, or if the Entrant provides the Promoter with inaccurate Personal Information, the Promoter will not be able to process their Entry into the Competition.
36. Entrants' Personal Information may be disclosed to local lottery departments and Winners' names published as required under the relevant legislation/regulations.

### For Malaysian Entrants:

37. For purposes of these Terms & Conditions, "Personal Information" of an Entrant shall include but not be limited to the name, gender, contact details and jurisdiction of residence of the Entrant, or any information or data that may constitute "personal data" under the applicable laws of the relevant jurisdictions.
38. Personal Information may be collected for purposes of the Competition and these Terms and Conditions through the Entrant's submission of the CPA Australia Member Engagement Survey 2023 or any other relevant means, including the correspondences between the Entrant and the Promoter, or from the existing database of the Promoter (by virtue of the Entrant's membership with the Promoter).

39. The Entrant hereby consents to the collection, processing, disclosure and cross-border transfer of his/her Personal Information by the Promoter and the aforementioned third parties for purposes of the Competition and these Terms & Conditions.
40. The Entrant may contact the Promoter for any enquiries and complaints relating the handling of Personal Information by the Promoter or any relevant third parties, or for limiting the Promoter's or the relevant third parties' processing of Personal Information, at:

Dot Laskowski  
CPA Australia Ltd  
Level 20, 28 Freshwater Place Southbank VIC 3006, Australia  
[Dot.laskowski@cpaaustralia.com.au](mailto:Dot.laskowski@cpaaustralia.com.au)  
+61 3 9606 9704

41. In case of discrepancies between English and the following Malay translation of these provisions, the English version will prevail.

#### Malay Translation

The following translation of the Privacy Statement is provided to comply with Section 7 of the Malaysian *Personal Data Protection Act 2010*:

#### **F) PERNYATAAN PRIVASI**

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32. Dengan menyertai Pertandingan ini, setiap Peserta bersetuju dengan pemrosesan maklumat peribadi mereka yang dikumpul oleh Penganjur untuk Pertandingan ini (**Maklumat Peribadi**). Maklumat Peribadi adalah dikumpulkan dan digunakan untuk:
  - a. Menganjurkan Pertandingan ini;
  - b. Memproses kemasukan anda ke dalam Pertandingan ini;
  - c. Menberikan Hadiah kepada anda;
  - d. Mengenalpasti anda sebagai pemenang Pertandingan, termasuk tanpa had, dengan kaedah yang telah ditetapkan dalam terma dan syarat ini;
  - e. Memudahkan kempen-kempen pemasaran Pertandingan masa depan;
  - f. Menjalankan analisis atau kajian pemasaran;
33. Penganjur boleh mendedahkan Maklumat Peribadi Peserta kepada pembekal perkhidmatan luaran yang Penganjur mempunyai kontrak dengan seperti pencetak-pencetak, rumah-rumah mel, syarikat-syarikat IT dan media serta syarikat-syarikat pengiklanan, tetapi hanya untuk tujuan yang dinyatakan di atas pada klausa 32 dan tujuan-tujuan yang dibenarkan di bawah undang-undang. Maklumat Peribadi Peserta boleh dipindahkan, diproses, atau disimpan di luar negara di mana maklumat tersebut dikumpulkan untuk tujuan-tujuan yang dinyatakan di atas.
34. Penganjur atau Rakan Kongsi Penyelidik boleh menghubungi Peserta melalui mel elektronik, sistem pesanan ringkas, telefon atau pos untuk tujuan-tujuan yang dinyatakan di atas pada klausa 32.
35. Peserta mempunyai hak untuk mengakses atau membetulkan sebarang Maklumat Peribadi yang Penganjur miliki tentang Peserta (tertakluk kepada mana-mana pengecualian yang sah) dan boleh melakukan ini melalui servis 'Kemaskini profil saya' pada laman sesawang Penganjur di [www.cpaaustralia.com.au](http://www.cpaaustralia.com.au). Penganjur pada umumnya akan memberi Peserta akses terhadap Maklumat Peribadi mereka.
36. Ianya adalah wajib bagi Peserta untuk memberikan Maklumat Peribadi yang diminta kepada Penganjur. Jika Peserta tidak memberikan Maklumat Peribadi yang diminta kepada Penganjur, atau jika Peserta memberikan Maklumat Peribadi yang tidak tepat kepada Penganjur, Penganjur tidak akan dapat memproses Kemasukan mereka ke dalam Pertandingan.
37. Maklumat Peribadi Peserta boleh didedahkan kepada jabatan loteri tempatan dan nama-nama Pemenang akan diterbitkan seperti yang dikehendaki di bawah perundangan/peraturan yang berkaitan.  
**Untuk Peserta-Peserta orang Malaysia:**
38. Untuk tujuan-tujuan Terma dan Syarat, 'Maklumat Peribadi' Peserta termasuk tetapi tidak terhad kepada nama, jantina, butir-butir hubungan dan bidang kuasa tempat kediaman Peserta, atau mana-mana maklumat atau data yang membentuk 'maklumat peribadi' yang tertakluk kepada undang-undang negara-negara lain yang berkenaan.
39. Maklumat Peribadi boleh dikumpulkan bagi tujuan Pertandingan dan Terma dan Syarat melalui penyerahan Peserta kepada Kaji Selidik Penglibatan Ahli CPA Australia 2021 atau mana-mana alatan yang berkaitan, termasuk surat

menyurat antara Peserta dan Pihak Penganjur, atau daripada pengkalan data Pihak Penganjur yang sedia ada (menurut kuasa keahlian Peserta dengan Penganjur).

40. Peserta dengan ini memberikan persetujuan untuk pengumpulan, pemprosesan, pendedahan dan pengalihan rentas sempadan ke atas Maklumat Peribadi Peserta oleh Penganjur dan pihak ketiga seperti yang dinyatakan di atas untuk tujuan Pertandingan serta Terma dan Syarat ini.
41. Peserta boleh menghubungi Penganjur untuk sebarang pertanyaan dan keluhan mengenai pengendalian Maklumat Peribadi oleh Penganjur atau mana-mana pihak ketiga yang berkenaan, atau untuk menghadkan Penganjur atau pihak ketiga yang berkenaan untuk memproses Maklumat Peribadi pada:

Dot Laskowski

CPA Australia Ltd

Level 20, 28 Freshwater Place Southbank VIC 3006, Australia

[Dot.laskowski@cpaaustralia.com.au](mailto:Dot.laskowski@cpaaustralia.com.au)

+613 9606 9704

42. Sekiranya terdapat percanggahan antara versi bahasa Inggeris dengan versi bahasa Melayu bagi pernyataan ini, versi bahasa Inggeris hendaklah mengatasi versi bahasa Melayu.