



comparethemarket™

Win 1 of 3 \$20,000 Bill Busting Prizes Promotion TERMS AND CONDITIONS

Introduction

1. The Promoter is Compare the Market Pty Ltd ABN 83 117 323 378, of Level 2, 88 Jephson St, Toowong 4066 (**Promoter**). Authorised under NSW Authority No. TP/00214, ACT Permit No. TP 20/01093.1, SA Permit No. T20/968.
2. Information on how to enter, mechanics of entry and prize form part of these Terms and Conditions. Entry into the promotion is deemed acceptance of these Terms and Conditions.

Eligibility

3. Entry is only open to residents of Australia. The directors, management and employees (and their immediate families) of the Promoter and its related entities, suppliers, providers and agencies that are directly associated with the conduct of this promotion are ineligible to enter the promotion.
4. The Promotion starts at 12:01AM (AEST) on 01/09/2020 and ends at 11:59PM (AEDT) on 31/10/2020 (**Promotion Period**).
5. To be entered into the prize draw, during the Promotion Period you must:
 - a. purchase an Eligible Policy through the Promoter's website (www.comparethemarket.com.au) or the Promoter's call centre on 1800 554 815 (or partner web/phone services as required to complete the policy transaction);
 - b. provide proper contact details to the Promoter and our partners from which you purchase an Eligible Policy; and
 - c. maintain the Eligible Policy for a minimum of 30 days.
6. Eligible Policies are Health Insurance (excluding overseas visitor cover), Car Insurance (excluding roadside assist) and Home and Contents Insurance.
7. Eligible entrants will receive one entry into the prize draw for each Eligible Policy purchased during the Promotion Period (provided that the transaction is Eligible in accordance with the terms outlined in paragraph 5).
8. In the event an Eligible Policy is held by more than one person, only one entry will be issued to the first named policy holder of the Policy.
9. There is a limit of 1 entry per household, per Eligible Policy type. Each entry must be submitted separately in accordance with these Terms and Conditions.
10. There is a limit of 1 prize per household (except for SA residents).

Prize Draw

11. The first 3 Eligible entries randomly drawn from all entries received during the Promotion Period will each win \$20,000.00 (**Prize**).
12. The random draw to determine the winners of the Prize will take place at 11:00AM (AEDT) on 01/12/2020 at Unit 40, 1-5 Thew Parade, Cromer NSW 2099.
13. The total individual Prize value is capped at \$20,000.00. The total value of the prize pool is \$60,000.00 (**Prize Pool**). The Prize will be issued via electronic transfer and is not transferable or exchangeable. The Prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought.



14. Each winner will be notified in writing and by telephone within 1 business day of the Prize draw. The name and locality of each Prize winner will be published on the Promoter's website within 4 business days after the Prize draw. All reasonable steps to notify each winner of the results of the Promotion will be taken by the Promoter.

Prize re-draw if required

15. If a Prize remains unclaimed by 11:00AM (AEDT) on 02/03/2021 whether because a winner:
 - a. cannot be contacted;
 - b. is not Eligible or entitled to the Prize for a reason set out in these Terms and Conditions; or
 - c. otherwise has not claimed the Prize,

then the Promoter will conduct a further Prize draw at the same time and place on 03/03/2021 to determine a replacement winner, and that person will be notified in writing and by telephone within 2 business days of the draw and the name and locality of the winner will be published on the Promoter's website and social media by 05/03/2021 for a period of 28 days.

16. In the event that a Prize is not awarded from the advertised prize pool, this information will be published on the Promoter's website on 15/04/2021.

Entry requirements

17. Entrants must not:
 - a. provide incorrect, misleading or fraudulent information in relation to the Promotion;
 - b. engage in any unlawful or improper misconduct calculated to jeopardise the fair and proper conduct of the promotion; or
 - c. use any automated entry software or any mechanical, electronic or other means that allows an entrant to automatically make repeated entries.
18. Any entrant or entry that breaches these Terms and Conditions will be invalid and void.
19. Purchases of Eligible Policies must be completed during the Promotion Period and will be deemed to be completed for the purpose of allocating an entry into the Promotion only when confirmation of the sale is received by the Promoter.
20. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the promotional website or the information on the promotional website, or to otherwise undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by an entrant, the entrant agrees to indemnify the Promoter for those losses, damages and costs.

Identification

21. The Promoter reserves the right to request each winner to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm their Eligibility under the promotion, identity, age, eligibility to enter and claim a Prize, and any information submitted by them upon entering the promotion, before issuing a Prize.

General

22. Prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable.
23. If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry will be invalid (at the Promoter's discretion).



24. The Promoter is not responsible for any dispute between an entrant and any person with whom they choose to, or choose not to, share a Prize.
25. If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a Prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this promotion is final.
26. The Promoter is not liable for entries, Prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
27. By entering, entrants request that their full address not be published.
28. The Promoter, its associated agencies and companies excludes all liability (including for negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, Prize claims or the Prize; and/or (iv) acceptance and/or use of the Prize. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.
29. If this promotion is not capable of running as planned for any reason beyond the Promoter's reasonable control, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or, if necessary, to provide an alternative prize or prizes to the same value as the Prize, subject to any written directions made under applicable State or Territory legislation.
30. As a condition of entering this promotion, an entrant consents to, in the event they are a winner, the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The entrant agrees that, in the event they are a winner, the entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents.
31. An entry and any copyright subsisting in an entry irrevocably becomes, at the time of entry, the property of the Promoter. The Promoter collects personal information about an entrant to include the entrant in the promotion and, where appropriate, award the Prize. The Promoter may collect your personal information directly or through the Promoter's partners, agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to the Promoter's related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data. An entrant also agrees that the Promoter may, in the event the entrant is a winner, publish or cause to be published the entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation. An entrant can gain access to, update or correct any personal information held by the Promoter, complain about a breach of privacy and how the Promoter will deal with such a complaint by contacting the Promoter at: Level 2, 80 Jephson Street, Toowong Qld 4066 or privacy@comparethemarket.com.au. The Promoter is bound by the Privacy Principles



in the Privacy Act 1988 (Cth). A copy of the Promoter's [Privacy Policy](#) in relation to the treatment of personal information is available online or may be obtained by contacting the Promoter.

32. By entering the promotion, an entrant also acknowledges that a further primary purpose for collection of the entrant's personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with information on special offers or to provide the entrant with marketing materials via any medium.
33. This promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.