



comparethemarket™

WINNER EVERY DAY- February 2020 (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 Permit No. LTPS/20/41798, ACT Permit No. TP 20/00150, SA Permit No. T20/116.
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.

How to enter

4. The Promotion starts at 12:01AM (AEST) on 26/02/2020 and ends at 11:59PM (AEST) on 31/03/2020 (**Promotion Period**).
5. Eligible entrants will automatically be awarded one entry into the Major Prize draw and Minor Prize draw for each policy they purchase if they:
 - a. during the Promotion Period, purchase Health Insurance (excluding overseas visitor cover) (**Policy**) through the Promoter's website (www.comparethemarket.com.au) or call centre; and
 - b. provide proper contact details to the Promoter.
6. In the event the Policy is held by more than one person only one entry will be issued to the first named policy holder of the Policy.

Major Prize Draw

7. The first eligible entry randomly drawn from all entries received weekly (Wednesday to Tuesday) during the Promotion Period will win \$10,000.00 (**Major Prize**). The Total Major Prize pool is \$50,000.00.
8. The random draws to determine the winners of the Major Prizes will take place at 3:00PM (AEST) on 04/03/2020, 11/03/2020, 18/03/2020, 25/03/2020, 02/04/2020 at Level 2, 88 Jephson St, Toowong 4066. Each random draw will include all eligible people from the preceding Wednesday to Tuesday.
9. The total individual Major Prize value is capped at AUD \$10,000.00. The total Major Prize Pool is \$50,000.00. The Major Prize will be issued via electronic transfer and is not transferable or exchangeable. The Major Prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the Major Prize winnings. Independent financial advice should be sought.
10. The winner will be notified in writing and by telephone within 2 business days of the draw. The name and locality of the Major Prize winner will be published on the Promoter's website within 4 business days after the Major Prize draws. All reasonable steps to notify the winner of the results of the Promotion will be taken by the Promoter.

Major Prize re-draw if required



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11. If a Major Prize remains unclaimed by 02/07/2020 whether because a winner:
- cannot be contacted;
 - is not eligible or entitled to the Major Prize for a reason set out in these Terms and Conditions; or
 - otherwise has not claimed the Major Prize,

then the Promoter may conduct a further Major Prize draw at the same time and place on 02/07/2020 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 08/07/2020.

The Promoter's decision is final, and no correspondence will be entered into.

Minor Prize Draw

12. The first eligible entry randomly drawn from all entries received daily during the Promotion Period will win \$1,000.00 (**Minor Prize**).
13. On the following dates during the Promotion Period and thereafter there will be multiple random draws carried out to determine the winner of the Minor Prize for each of the days in the preceding weekly period (or the period since the previous draw as the case may be). These draws will be carried out at 3:00PM (AEST) on 02/03/2020, 09/03/2020, 16/03/2020, 23/03/2020, 30/03/2020 and 01/04/2020 at Level 2, 88 Jephson St, Toowong 4066.
14. The total individual Prize value for the Minor Prize is capped at AUD \$1,000.00. The total Minor Prize pool is \$35,000.00
15. The Minor Prize will be issued via electronic transfer and is not transferable or exchangeable. The Minor Prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the Minor Prize winnings. Independent financial advice should be sought.
16. The winner will be notified in writing and by telephone within 2 business days of the draw. The name and locality of the Minor Prize winner will be published on the Promoter's website within 4 business days after the Minor Prize draws. All reasonable steps to notify the winner of the results of the Promotion will be taken by the Promoter.

Minor Prize re-draw if required

17. If a Minor Prize remains unclaimed by 02/07//2020 whether because a winner:
- cannot be contacted;
 - is not eligible or entitled to the Minor Prize for a reason set out in these Terms and Conditions; or
 - otherwise has not claimed the Minor Prize,

then the Promoter may conduct a further Minor Prize draw at the same time and place on 02/07//2020 to determine a replacement winner, and that person will be notified in writing 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 08/07/2020.

18. The Promoter's decision is final and no correspondence will be entered into.

Entry requirements

19. Entrants must not:
- provide incorrect, misleading or fraudulent information in relation to the Promotion;
 - 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.

- 20. Any entrant or entry that breaches these Terms and Conditions will be invalid and void.
- 21. 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

- 22. The Promoter reserves the right to request the 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 the Major Prize and Minor Prize (collectively the **Prize**), and any information submitted by them upon entering the promotion, before issuing the Prize.

General

- 23. The total value of the Prize Pool is \$85,000.00.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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. An entrant also agrees that the Promoter may, in the event the entrant is the 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 by contacting the Promoter at: Level 2, 80 Jephson Street, Toowong Qld 4066 or privacy@comparethemarket.com.au. All personal information will be stored at the office of the Promoter. 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.

28. 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.