

COMPARE THE MARKET TERMS AND CONDITIONS FOR THE \$25,000 HEALTH INSURANCE CAMPAIGN

1. This competition is being run by Compare the Market Pty Ltd of Level 2, 88 Jephson Street, Toowong QLD 4066, telephone 07 3377 8801 (**Promoter**). ACT Permit No ACT TP 16/01779; South Australia Licence No: T16/1611; NSW LTPS/16/07144.
2. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet or telephone only.

Eligibility

3. Entry is only open to residents of Australia (excluding residents of the Northern Territory) aged 18 and older. 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 8:00AM (AEST) on 10/10/2016 and ends at 23:59PM (AEST) on 13/11/2016 (**Promotion Period**).
5. Eligible entrants will automatically be awarded one entry into the draw if they:
 - a. during the Promotion Period, call the promoter and purchase over the phone, a combined hospital and extras, a hospital only or an extras only health insurance policy; and
 - b. hold the product for a period of at least 30 days.
6. There is a limit of 1 entry per person permitted. Any subsequent entries after the maximum number of valid entries is received will be deemed invalid.

Draw and Prize

7. The first eligible entry randomly drawn from all entries received during the Promotional Period will win a prize of one x \$25,000 cheque.
8. The random draw to determine the winner will take place at 12/12/2016 (AEDT) 2:00PM at Compare the Market Pty Ltd, Level 2, 88 Jephson St, Toowong, QLD 4066.
9. The total individual prize value is capped at AUD\$25,000. The total prize pool is AUD\$25,000. The Prize 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.
10. The winners will be notified in writing and by telephone. The winners' names and localities will be published in The Australian on 11/01/2017. All reasonable steps to notify the winners of the results of the promotion will be taken by the Promoter.

Re-draw if required

11. If a prize remains unclaimed by 13/02/2017, whether because a winner:
 - a. cannot be contacted;
 - b. 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 may conduct a further draw at the same time and place on 21/02/2017 to determine a replacement winner, and that person will be notified in writing and their name and locality will be published in The Australian on 28/02/2017.
12. The Promoter's decision is final and no correspondence will be entered into.

Entry requirements

13. 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.

14. Any entrant or entry that breaches clause 13 will be considered invalid and void.
15. 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

16. The Promoter reserves the right to request the winners 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 prize, and any information submitted by them upon entering the promotion, before issuing the prizes.

Other terms

17. The Promoter, its associated agencies and companies excludes all liability (including 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.
18. 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 original prize, subject to any written directions made under applicable State or Territory legislation.
19. 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.
20. 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 collected may be obtained by contacting the Promoter.
21. 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.