

## COMPARE THE MARKET TERMS AND CONDITIONS FOR THE MEERKAT TOYS PROMOTION

1. This promotion is being run by Compare the Market Pty Ltd of Level 2, 88 Jephson Street, Toowong QLD 4066 (**Promoter**).
2. The Promoter will give away toy figurines of the meerkat characters "Aleksandr" and "Sergei" (**Meerkat Toy**) in accordance with these terms and conditions. Subject to stock availability, you can choose which character Meerkat Toy you would like to receive. (Once you have chosen, there is no opportunity to change your mind.)
3. These Terms and Conditions must be read in conjunction with the Promoter's privacy policy available at [www.comparethemarket.com.au](http://www.comparethemarket.com.au). Election to receive a Meerkat Toy is deemed to be acceptance of these terms and conditions and the privacy policy by you.

### Eligibility and delivery

4. The Promotion commences on 8 February 2017 and concludes on 31 March 2017 (or earlier, if stock runs out) (**Promotional Period**).
5. You are eligible to receive a Meerkat Toy if you:
  - a. purchase a health insurance policy through the Promoter's website or call centre during the Promotional Period;
  - b. hold the policy continuously for a period of 30 days from the date of purchase without cancelling it in that period (**Qualifying Period**);
  - c. make your first payment under the policy;
  - d. live and have a delivery address in Australia;
  - e. provide the Promoter with your email and mailing address;
  - f. choose to receive a Meerkat Toy.
6. There is a limit of one Meerkat Toy per policy purchased during the Promotional Period.
7. This promotion is not available in conjunction with any other promotion, and the Promoter reserves the right to disqualify any person from receiving a Meerkat Toy:
  - a. if it suspects fraudulent activity; or
  - b. for a breach of these Terms and Conditions; or
  - c. if it reasonably considers that you have not acted in good faith (for example, if you purchase a policy for the sole purpose of obtaining a Meerkat Toy and with the intention of cancelling the policy shortly after the Qualifying Period); or
  - d. for any false or misleading conduct of any kind.
8. Eligible policyholders will have their Meerkat Toy mailed to the postal address nominated by them within 31 days following the Qualifying Period.
9. You consent to the Promoter contacting you (by phone, email, SMS or other) with updates regarding the Promotion and the progress of the delivery of the Meerkat Toy to you.

### Safety

10. The Meerkat Toy will come with instructions and safety information on its packaging. It is your responsibility to read this information and ensure that the Meerkat Toy is suitable for your intended use.

### Faulty toys

11. In the unlikely event that you receive a faulty Meerkat Toy, please notify the Promoter within 21 days of receiving it by providing details of the fault via email to [toys@comparethemarket.com.au](mailto:toys@comparethemarket.com.au). Subject to stock availability the Promoter will send you a replacement Meerkat Toy within 30 days of the Promoter receiving the faulty Meerkat Toy. The Promoter cannot guarantee that it will be able to replace the faulty Meerkat Toy with a Meerkat Toy of the same character.
12. The Promoter will not replace a faulty Meerkat Toy where the fault arises from normal wear and tear, or accidental damage.

### Limitation of Liability

13. Neither the Promoter nor any of its employees or other representatives will be liable to you for any loss or damage whatsoever for any reason, including as a result of the Promoter's negligence, incurred by you arising out of or in connection with receiving the Meerkat Toy.
14. If your Meerkat Toy is faulty we will replace it in accordance with paragraphs 11 and 12 above. This will be the Promoter's only liability to you for a faulty Meerkat Toy.
15. Nothing in these Terms and Conditions shall operate to limit or exclude the Promoter's liability for death or personal injury caused by our negligence or for fraud (including, but not limited to, fraudulent misrepresentation) or for that which cannot lawfully be excluded.
16. Further, nothing in these Terms shall affect your statutory rights.

#### **General**

17. All enquires in relation to this promotion should be directed to the Promoter via the email address [toys@comparethemarket.com.au](mailto:toys@comparethemarket.com.au).
18. If this promotion is not capable of running as planned for any reason, including but not limited to fraud or causes beyond the control of the Promoter 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.
19. 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.
20. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Queensland. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Queensland.