

# COMPARE THE MARKET PROMOTION

# WIN A TRIP OF A LIFETIME

## 1 X AFRICAN SAFARI TRIP AND 10 X SUNSHINE COAST TRIPS (FOR 4 PEOPLE)

## **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/18/23681, ACT Permit No. TP 18/00770, SA Permit No. T18/705.
- 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.
- 3. The Promotion starts at 8:00AM (AEST) on 14 May 2018 and ends at 11:59PM (AEST) on 30 June 2018 (**Promotion Period**).
- 4. Entry is only open to residents of Australia 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.

#### Prizes

- 5. This competition is for:
  - a. One (1) trip to Africa for four (4) people "Major Prize" valued at up to \$24,500; and
  - b. Ten (10) trips to Australia Zoo for four (4) people "Minor Prize" valued at \$5,600 each.
- 6. The total prize pool is \$80,500.
- 7. The Major Prize includes, for four people:
  - a. return economy class flights from an Australian location available from the Promoter's booking agent to Johannesburg (excluding chartered flights);
  - b. transfers to and from the airport;
  - c. 3 nights' accommodation (2 separate rooms), including breakfast daily, at a 4 star hotel in Johannesburg (chosen by the Promoter);
  - d. domestic flights to/from Kruger National park;
  - e. 4 nights safari to Kruger National Park (daily breakfast, daily dinner and lunch for 1 day for each person);
  - f. private 4 star Game Reserve pass including Game drives (to be chosen by the Promoter);
  - g. all airport and departure taxes; and
  - h. travel insurance,

as well as one \$1,000 AUD pre-loaded travel card.

8. The Promoter will consult with the Major Prize winner to determine the travel dates. The Major Prize must be redeemed by 2 July 2019. The Major Prize will be issued to the Major Prize winner electronically 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.



- 9. If, in the Promoter's reasonable view, the Major Prize becomes unsuitable or unsafe, then the Promotor will work in good faith with the Major Prize winner to determine a replacement prize of up to the same value.
- 10. The Minor Prize includes, for four people:
  - a. return domestic economy flights from an Australian location available from the Promoter's booking agent to the Sunshine Coast (excluding chartered flights);
  - b. 2 nights' accommodation (2 separate rooms, chosen by CTM);
  - c. entry to Australia Zoo;
  - d. Australia Zoo Meerkat encounters; and
  - e. 1 x car hire for 2 days (a car chosen by CTM),

As well as one \$500 AUD pre-loaded travel card.

11. The Promoter will consult with the Minor Prize winners to determine travel dates. The Minor Prize must be redeemed by 2 July 2019. The Minor Prize will be issued to the Minor Prize winner electronically and is not transferable or exchangeable. Each 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.

#### How to enter

- 12. A person will have an "Eligible Entry" for either the Major Prize draw and the Minor Prize draw (collectively the **Prize Draws**) if they:
  - a. are eligible under paragraph 4 above;
  - b. during the Promotion Period, receive a quote for a product through the Promoter's website (<u>www.comparethemarket.com.au</u>) or call centre (**Quote**); and
  - c. provide their proper name and contact details to the Promoter.
- 13. In the event the Quote is in more than one person's name, only one entry will be issued to the first named person on the Quote.
- 14. Each person is limited to one Eligible Entry per product type offered on the Promoter's Website (that is, a maximum of one Eligible Entry for a health insurance quote, one for a car insurance quote, and so on).

#### **Major Prize Draw**

- 15. The random draw to determine the winner of the Major Prize from all Eligible Entries made during the Promotion Period will take place at 3:00PM (AEST) Level 2, 11 York Street, Sydney NSW 2000 on 2 July 2018.
- 16. The Major Prize winner will be notified in writing and by telephone within 5 business days of the draw (or re-draw if required). The name and locality of the Major Prize winner will be published on <u>www.comparethemarket.com.au</u> and/or the Promotor's social media on 7 July 2018. 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

- 17. If a Major Prize remains unclaimed as at 3 October 2018, whether because a winner:
  - a. cannot be contacted;
  - b. is not eligible or entitled to the Major Prize for a reason set out in these Terms and Conditions; or
  - c. otherwise has not claimed the Major Prize,



then the Promoter may conduct a further Major Prize draw, at the same time and location as the original draw, on 5 October 2018 to determine a replacement winner. The name and locality of the Unclaimed Major Prize winner will be published on <u>www.comparethemarket.com.au</u> and/or the Promotor's social media on 12 October 2018.

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

#### **Minor Prize Draw**

- 19. The random draw to determine the winner of the Minor Prize from all Eligible Entries made during the Promotion Period will take place at 3:00PM (AEST) Level 2, 11 York Street, Sydney NSW 2000, on 2 July 2018.
- 20. Each Minor Prize winner will be notified in writing and by telephone within 5 business days of the draw (or re-draw if required). The name and locality of each Minor Prize winner will be published on <u>www.comparethemarket.com.au</u> and/or the Promotor's social media on 7 July 2018. 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

21. If a Minor Prize remains unclaimed as at 3 October 2018, whether because a winner:

- a. cannot be contacted;
- b. is not eligible or entitled to the Minor Prize for a reason set out in these Terms and Conditions; or
- c. otherwise has not claimed the Minor Prize,

then the Promoter may conduct a further Minor Prize draw at the same time and location as the original draw, on 5 October 2018 to determine a replacement winner. The name and locality of the Unclaimed Minor Prize winner will be published on <u>www.comparethemarket.com.au</u> and/or the Promotor's social media on 12 October 2018.

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

## **Entry requirements**

- 23. Entrants must not:
  - a. obtain a Quote purely for the purpose of entering into this competition;
  - b. provide incorrect, misleading or fraudulent information in relation to the Promotion;
  - c. engage in any activity designed to "game" this competition or derive an unfair advantage;
  - d. engage in any unlawful or improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion; or
  - e. use any automated entry software or any mechanical, electronic or other means that allows an entrant to automatically make repeated entries.
- 24. Any entrant or entry that breaches clause 23 will be considered invalid and void.
- 25. 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

# Sacomparethemarket.com.au\*

26. 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

- 27. 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 and use of the Prize.
- 28. If this Promotion is not capable of running as planned or the Major Prize or Minor Prize is at the time of awarding considered unsafe or unsuitable for any reason beyond the Promoter's reasonable control, including but not limited to war, terrorism, water shortage, 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 Prize, subject to any written directions made under applicable State or Territory legislation. The Promoter will work together in good faith with the Prize Winners to try and find a substitute prize that is suitable for both parties.
- 29. 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.
- 30. 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.
- 31. 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.



32. Once an entrant has won either the Major Prize or Minor Prize they are ineligible to win any further Prize.