## COMPARE THE MARKET PTY LTD

# TERMS AND CONDITIONS OF ENTRY OF COMPETITION ("TERMS")

- Deemed Acceptance of Terms. Information on how You may enter this Competition to win one
  of three Prizes, the procedure for entry into the Competition, the Prizes available to be won and the
  Australia Zoo terms and conditions (Australia Zoo T&Cs) set out below all form part of these
  Terms. Upon Your entry into this Competition, You are deemed to have accepted all of these
  Terms. If You do not wish to be bound by all of these Terms, You must not enter the Competition
  and withdraw immediately.
- 2. Qualifications for Entry. To be Qualified to enter into the Competition You must be an Australian resident aged over 18 years and resident in one of the States or Territories of Australia. The directors, management and employees (and their immediate families) of Compare the Market Pty Ltd ACN 117 323 378 (Promoter) or Australia Zoo of 1638 Steve Irwin Way, Beerwah, Queensland 4519 (Australia Zoo) and their related entities, printers, suppliers, providers and agencies that are directly associated with the conduct of this Competition, are ineligible to enter the Competition.
- 3. **Entry Procedure**. To enter the Competition, You must follow @comparethemarket\_aus on Instagram between the Dates of the Competition.
- 4. **Dates of the Competition**. You must complete the Entry Procedure between 8:00am (AEST) on 11 June 2019 and 5:00pm (AEST) on 14 June 2019. If the steps in the Entry Procedure are not completed prior to 5:00pm (ASEST) on 14 June 2019, You will be deemed to have not complied with these Terms and You will not qualify for entry into the Competition.
- 5. **Prizes.** If You are Qualified to Enter the Competition and You complete the Entry Procedure during the Dates of the Competition, You will go into the draw to win one Double Pass Meerkat Encounter at Australia Zoo (**Prize**). There is only one Prize that may be awarded to You no matter how many times you complete the Entry Procedure.
- 6. Prize Draw Details and Notification of Winner. The draw to determine the winners of the Prizes (Winners) will take place at the offices of the Promoter at midday (AEST) at Level 2, 80 Jephson St, Toowong, QLD 4066 on 17 June 2019. The Winners will be notified in writing by way of Instagram Direct Message and the Winners must respond to claim the Prize by 5.00pm (AEST) 21 June 2019. All reasonable steps to notify the Winner of the results of the Competition will be taken by the Promoter but the Promoter will not be responsible for its inability to comply with this clause, any technical difficulties or malfunctions associated with notification of Prizes or other matters beyond the Promoter's reasonable control.
- 7. **Unclaimed Prize Draw**. If a Winner chosen in accordance with clause 6 of these Terms does not claim their Prize by 5.00pm (AEST) **21 June 2019**, the Promoter may conduct a further draw at the same time and place as the original draw as is necessary on **24 June 2019** in order to distribute the unclaimed Prize. The same notification of the freshly drawn Prize will take place in accordance with clause 6 of these Terms.
- 8. **Total Prize Value**. The total individual Prize value and Prize pool is AUD \$276.00. The Prize is not transferable or exchangeable and may not be exchanged for cash or some alternative prize.
- 9. **Australia Zoo T&Cs**. Australia Zoo have conditions of entry to the Meerkat Encounter and even if You win a Prize in this Promotion, You must also comply with the Australia Zoo T&Cs to be eligible to take advantage of the Prize, as follows:
  - The Winner must book The Meerkat Encounter in advance of attending Australia Zoo and Australia Zoo reserves the right not to conduct of the Meerkat Encounter on any particular date for any reason in its absolute discretion and attendance by the Winner at the Meerkat Encounter may not always be available on the requested date;

- The Winner must book the Meerkat Encounter for one of two sessions per day at 10.00am or 3.00pm each day that Australia Zoo is conducting the Meerkat Encounter;
- The Meerkat Encounter is only open to persons aged 6 years and over and children aged 6 & 7 years old must be accompanied by a paying, participating adult;
- The Winner attending the Meerkat Encounter (**Attendees**) must check in at the Information Desk at Australia Zoo no later than 9:30am for the 10am Meerkat Encounter or 1pm for the 3:00pm Meerkat Encounter on the day that the Attendee has booked to attend the Meerkat Encounter at Australia Zoo:
- If the Winner intending to attend the Meerkat Encounter is late to check in or does not attend on the day of the booking, they will not be entitled to any form of refund or reimbursement for the cost of the Meerkat Encounter and will forfeit the Prize;
- Any cancellation within 48 hours of the booking may result in the forfeiture of the Prize;
- The holding of the Meerkat Encounter is subject to weather conditions and may be cancelled
  at any time in Australia Zoo's absolute discretion. Australia Zoo also reserves the right to
  change or cease the Meerkat Encounter at any time in its absolute discretion for safety reasons
  or if Australia Zoo or the handler considers that change or cancellation is required for the
  animals' well-being;
- No personal items are to be taken into the enclosures with the exception of a camera. An
  Australia Zoo photographer will be present to capture the action. Photos are available to
  purchase at the Fuji Photo Lab. Included with this Meerkat Encounter for Attendees is an
  Australia Zoo Photo Gift;
- Wheelchair bound guests may be able to participate in this Meerkat Encounter. To enquire about booking please contact the Australia Zoo Information Desk via email (guestservices@australiazoo.com.au) or 07 5436 2002;

#### All Attendees must:

- o follow the instructions of the handler during the Meerkat Encounter;
- be able to understand English or have a paying participating interpreter with the Attendee if the Attendee is unable to understand English;
- wear full shouldered clothing as the Meerkats may climb onto Attendees' shoulders and head;
- be wearing enclosed and suitable footwear before being allowed into the enclosure for the Meerkat Encounter;
- o ensure their hands are clean prior to commencement of the Meerkat Encounter;
- be prepared to handle live mealworms in the Meerkat Encounter;
- All interaction between the Meerkats and the Attendees must be instigated by the Meerkats;
- Attendees may be filmed during the experiences for media purposes and you may view the Indemnity & Release terms and conditions on the Australia Zoo website prior to entry into Australia Zoo or the Meerkat Encounter. N.B. Australia Zoo does not take any responsibility for any injuries that Attendees suffer as a result of attending the Meerkat Encounter. First Aid will be called if required.

## 10. **Disqualifications**. You must not:

- a. provide incorrect, misleading or fraudulent information on entering into the Competition;
- b. engage in any activity designed to affect the outcome of this Competition for Yourself or any third person or derive an unfair advantage for Yourself:
- c. engage in any unlawful or improper misconduct calculated to jeopardise the fair and proper conduct of the Competition; or
- d. use any automated entry software or any mechanical, electronic or other means that allows You to automatically make repeated entries.

- 11. **Breach of the Terms**. If, in the Promoter's reasonable opinion, You breach these Terms for any reason, the Promoter reserves the right, in its sole discretion, to disqualify You from receiving a Prize. The Promoter's decision is final and no correspondence will be entered into by You.
- 12. **Identification and Eligibility**. The Promoter reserves the right to request You to produce appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm Your eligibility and Qualification for Entry into the Competition.
- 13. **Privacy Obligations on Promoter**. When You enter the Competition and You provide Your name, address, telephone number and email address or Your identification documentation, You will provide the Promoter with your personal details as defined in the Privacy Act 1988 (Cthw) ("**Privacy Act**"). The Promoter complies with the Privacy Act and the Australian Privacy Principles and will use all endeavours to keep your personal information safe. However, the Promoter is unable to guarantee that your mobile telephone or your Instagram application will be safe from unauthorised access, technical difficulties or malfunction beyond the reasonable control of the Promoter. The Promoter will also be providing your personal information to Australia Zoo if You are a Winner and any other relevant details to facilitate the proper conduct of the Promotion.

### 14. Limitation of Liability and Indemnities. You agree that:

- a. the information contained in the Promoter's publications You access on entering into the Competition, provides only general information and contains recommendations and suggestions which have not taken into account your personal individual needs, objectives or personal situation;
- b. if you need financial advice that takes into account all of Your personal details and circumstances, you must seek the help of an independent financial or investment adviser:
- c. to the maximum extent permitted at law, neither the Promoter nor Instagram will be liable to You in any way for any loss or damage that occurs as a result of Your entry into the Competition;
- d. You are bound by these Terms and if you are a Winner and attend the Meerkat Encounter, You agree to be bound by the Australia Zoo T&Cs contained in these Terms plus their related documents which You may view on their website at <a href="https://www.australiazoo.com.au">www.australiazoo.com.au</a>;
- e. on using Your Instagram application for the purposes of the Competition, You will indemnify and hold Instagram and the Promoter harmless in relation to any loss or damage that arises as a direct or indirect result of Your entering into the Competition, placing your Personal Information on your mobile telephone, using the Instagram application on your telephone; and
- f. the Competition is not sponsored, endorsed or administered in any way by Instagram.