



## MEERKAT TOYS PROMOTION ('PROMOTION')

### TERMS AND CONDITIONS

#### Introduction

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 plush toys of the meerkat characters "Aleksandr" and "Sergei" (**Meerkat Toy**) in accordance with these terms and conditions (the **Promotion**).
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 1 October 2019 and concludes on 31 October 2019 (or earlier, if stock runs out) (**Promotional Period**).
5. You are eligible to receive a Meerkat Toy if you:
  - a. purchase a comprehensive car insurance, third party fire and theft or third party property damage insurance policy through the Promoter's website during the promotional period;
  - b. hold the policy continuously for a period of 28 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 address 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 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.

#### How to claim your Meerkat Toy

8. If you are eligible to receive a Meerkat Toy, you will receive an email confirming your eligibility and providing you with a link to a form to claim your Meerkat Toy.

9. You must claim your Meerkat Toy within 28 days of receiving the email containing the link to the form. You can claim your Meerkat Toy by following the link contained in the email you receive from us and following the instructions to complete the form.
10. Subject to stock availability, you can choose which character Meerkat Toy you would like to receive. Once you have chosen your Meerkat Toy and have completed the claims process, we will be unable to process requests to change your selection.
11. Eligible policyholders will have their Meerkat Toy mailed to the postal address nominated by them within 31 days following the Qualifying Period.
12. In accordance with our Privacy Policy, we are committed to protecting personal information that is provided to us. When you claim your Meerkat Toy, we collect information that is required to administer the Promotion and delivery of the Meerkat Toy to you. You consent to the Promoter and the third parties we engage to deliver your Meerkat Toy to you, 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**

13. 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**

14. In the unlikely event that you receive a faulty Meerkat Toy, please notify the Promoter by providing details of the fault via email to [email@comparethemarket.com.au](mailto:email@comparethemarket.com.au). Subject to stock availability the Promoter will send you a replacement Meerkat Toy. The Promoter may require you to return the faulty Meerkat Toy to the Promoter prior to sending you a replacement 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.
15. The Promoter will not replace a faulty Meerkat Toy where the fault arises from normal wear and tear, or accidental damage.

### **Limitation of Liability**

16. 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 the Promotion or your use of the Meerkat Toy.
17. 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.
18. Nothing in these Terms and Conditions shall operate to limit or exclude the Promoter's liability for death or personal injury arising out of or in connection with the Promotion or your use of the Meerkat Toy, caused by our negligence or fraud (including, but not limited to, fraudulent misrepresentation) or for that which cannot lawfully be excluded.
19. Nothing in these Terms will affect or in any way limit your statutory rights, except to the extent permitted at law.

## General

20. All enquires in relation to this promotion should be directed to the Promoter via the email address [email@comparethemarket.com.au](mailto:email@comparethemarket.com.au).
21. 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.
22. 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 you, you agree to indemnify the Promoter for those losses, damages and costs.
23. 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.