

## MERCHANDISE PROMOTION TERMS AND CONDITIONS

### Key Information

- Subject to the following Terms and Conditions, we are offering eligible customers (**you**) a registration & insurance reminder sticker which you can claim by downloading the Simples App and complete the sticker redemption form.

<b>Offer</b>	CTM Merchandise: Car registration & insurance reminder sticker.
<b>Promoter</b>	Compare the Market Pty Ltd ( <b>CTM, we, our, us</b> ) ABN 83 117 323 378 Level 2, 80 Jephson Street, Toowong QLD 4066 Phone: 1800 456 981 Email: <a href="mailto:email@comparethemarket.com.au">email@comparethemarket.com.au</a>
<b>Supplier</b>	Rogue Print & Mail Pty Ltd ACN 166 865 685 Loganholme, QLD 4129
<b>Offer Period</b>	Until stock runs out or CTM otherwise ends the Offer in our sole discretion.
<b>How will the Offer be made available to you?</b>	CTM will make the Offer to customers via: <ul style="list-style-type: none"> <li>• Social media communication</li> <li>• Direct email communication; and</li> <li>• General marketing.</li> </ul>
<b>Eligibility to receive CTM Merchandise</b>	You will be eligible to receive the sticker if you: <ul style="list-style-type: none"> <li>• Download the Simples App.</li> <li>• Fill out the sticker redemption form.</li> <li>• Live and have a delivery address in Australia;</li> <li>• Provide us with your email address and mailing address; and</li> <li>• choose to receive the sticker.</li> </ul>

- 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 CTM Merchandise is deemed to be acceptance of these terms and conditions and the privacy policy by you.

### How to claim your CTM Merchandise

- Subject to sticker availability and the terms of the Offer, you may be presented with options to choose which sticker you would like to receive. Once you have chosen your sticker and have completed the sticker redemption form, we will be unable to process requests to change your selection.
- The Offer will be fulfilled by the Supplier. Your sticker will be mailed to the postal address nominated by you within 15 working days subject to postal timeframes and delays.
- In accordance with our Privacy Policy, we are committed to protecting personal information that is provided to us. When you claim your CTM Merchandise, we collect information that is required to administer the Promotion and delivery of the CTM Merchandise to you. You consent to CTM providing the details you supply in your sticker redemption form to the Supplier and the third parties engaged to deliver your CTM Merchandise to you. You also consent to the Promoter or Supplier contacting you (by phone, email, SMS or other) with enquiries or

to provide updates regarding the Promotion and the progress of the delivery of the CTM Merchandise to you.

### **Safety and faulty CTM Merchandise**

6. CTM Merchandise may come with instructions and safety information on its packaging. It is your responsibility to read this information and ensure that the CTM Merchandise is suitable for your intended use.
7. In the unlikely event that you receive faulty CTM Merchandise, please notify us by providing details of the fault via email to [email@comparethemarket.com.au](mailto:email@comparethemarket.com.au). Subject to stock availability we will replace the faulty CTM Merchandise (this will be our only liability to you for faulty CTM Merchandise). We cannot guarantee that we will be able to replace the faulty CTM Merchandise with identical CTM Merchandise.
8. The Promoter will not replace faulty CTM Merchandise where the fault arises from normal wear and tear, or accidental damage.

### **General**

9. This Offer is not available in conjunction with any other offer or promotion, and we reserve the right to disqualify any person from receiving CTM Merchandise:
  - a. If we suspect fraudulent activity; or
  - b. for a breach of these Terms and Conditions; or
  - c. if we reasonably consider that you have not acted in good faith; or
  - d. for any false or misleading conduct of any kind.
10. Neither CTM 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 CTM's negligence, incurred by you arising out of or in connection with the Promotion or your use of the CTM Merchandise.
11. Nothing in these Terms and Conditions will operate to:
  - a) 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 CTM Merchandise, caused by our negligence or fraud (including, but not limited to, fraudulent misrepresentation) or for that which cannot lawfully be excluded; or
  - b) limit your statutory rights, except to the extent permitted at law.
12. If this Offer is not capable of running as planned for any reason, including but not limited to fraud or causes beyond our control or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, we reserve the right, in our sole discretion, to cancel, terminate, modify or suspend the Offer.
13. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of our website or the information on our website, or to otherwise undermine the legitimate operation of the Offer may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, we reserve the right to seek damages to the fullest extent permitted by law. If we suffer loss or incur 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.
14. 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.