Allianz Win \$10,000 with your Home or Landlord Insurance ("Promotion")

- 1. Information on how to enter the Promotion and the prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
- 2. The Promotion commences at 12.00 am on 15 October 2018 and closes at 11.59 pm on 30 November 2018 ("Promotion Period"). All references to times recorded throughout these Terms and Conditions are a reference to the local time in Sydney, New South Wales.
- 3. The promoter is Allianz Australia Insurance Limited (ABN 15 000 122 850) of Level 12, 2 Market Street, Sydney, NSW, 2000, telephone number 132 664 ("Promoter").
- 4. Entry into the Promotion is only open to Australian residents aged 18 years or over ("Eligible Customer").
- 5. Employees (and their immediate families) of the Promoter, and employees of participating financial institution agents and agencies associated with this Promotion, are ineligible to enter the Promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
- 6. The Promoter reserves the right to verify the eligibility of each entrant (including their identity, age and place of residence) and the validity of each entry and to disqualify any person who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of this Promotion. Further, any contact details provided incorrectly may be deemed by the Promoter as an invalid entry. Errors and omissions may be accepted at the Promoter's sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 7. If there is a dispute as to the identity of an Eligible Customer, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Customer.
- 8. For the purposes of this Promotion, the term "Eligible Policy" means:
 - Allianz Home Insurance (Buildings and/or Contents); or
 - Allianz Landlord Insurance (Buildings and/or Contents).
 - \circ $\;$ Entry into the Promotion is automatic when, during the Promotion Period, an Eligible Customer:
 - purchases a new Eligible Policy through Mortgage Choice Limited (Mortgage Choice), AHL Investments Pty Ltd (Aussie) or Smartline Home Loans Pty Ltd (Smartline); or
 - renews an existing Eligible Policy which was originally purchased through Mortgage Choice, Aussie or Smartline.

The Eligible Policy will be deemed purchased when the Promoter receives full payment of the annual policy premium or the first instalment of premium if paying by the month. For the entry to be and remain valid, the Eligible Policy must not be lapsed or cancelled at the time the prizes are drawn at 11.00 am on 5 December 2018. An Eligible Customer shall receive one (1) entry into the draw for each Eligible Policy purchased or renewed by them during the Promotion Period. Variations to existing policies are excluded from this Promotion.

- 9. There will be three (3) prizes awarded in this Promotion. Each prize consists of \$10,000 cash, which will be paid to the prize winner by a crossed cheque, made out to the prize winner or, if requested by the prize winner, by electronic funds transfer into the prize winner's nominated bank account.
- 10. The total value of the prizes to be awarded in this Promotion is \$30,000.
- 11. There will be a total of three (3) draws, which will be conducted as follows:

Draw	Entries
Draw 1	All entries received through Mortgage Choice Limited ABN 57 009 161 979 AR 435921

Draw 2	All entries received through AHL Investments Pty Ltd ABN 27 105 265 861 AR 338358	
Draw 3	All entries received through Smartline Home Loans Pty Ltd ABN 38 085 370 270 AR 234499	

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All draws will be conducted at 11.00 am on 5 December 2018 at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250. The prize winners will be electronically selected at random from a computer-generated listing of entries. The first valid entry selected for each draw will be a prize winner. Each prize winner will receive one (1) prize, as outlined in clause 10 above.

- 13. The prize winners will be notified in writing and by telephone within two (2) business days of the draw and their names will also be published in The Australian newspaper on 12 December 2018. The Promoter takes no responsibility if the details provided by the prize winners are incorrect or if the prize winners cannot be contacted.
- 14. If a prize winner wishes to claim their prize, they must contact the Promoter by 5.00 pm on 5 March 2019, being three (3) months from the original draw date. If a prize winner fails to claim their prize by this time and date, the prize winner will be deemed to have forfeited the prize.
- 15. If a prize winner forfeits the prize or a prize remains unclaimed by 5.00 pm on 5 March 2019, the Promoter will conduct a redraw, subject to any directions from a regulatory authority, following the same procedure as the original draw. Any redraws will take place at 11.00 am on 6 March 2019, at the same place as the original draw. The prize winners, if any, from any redraw will be notified in writing and by telephone within two (2) business days of the draw and their names will be published in The Australian newspaper on 14 March 2019. In the event that this redrawn prize winner is not eligible, the Promoter will conduct a redraw until the prize is awarded (subject to any further regulatory directions). If a prize winner fails to claim their prize by the date reasonably specified to them by the Promoter, the prize winner will be deemed to have forfeited the prize.
- 16. The prizes are not exchangeable. A prize may be transferred to a prize winner's immediate family, but cannot be transferred to other persons. In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into. If any prize is unavailable for any reason at any time, subject to State Legislation and any written directions from a regulatory authority, the Promoter reserves the right to substitute that prize with another prize of equal or greater value and the relevant prize winner will be notified accordingly.
- 17. Each entrant consents to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 18. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 19. To the fullest extent permissible by law, each entrant in the Promotion and each prize winner releases the Promoter from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by them in connection with the prize or their participation in the Promotion. The Promoter, its related bodies corporate, officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect, consequential or economic loss) suffered or sustained by an entrant or the prize winner in connection with this Promotion, the promotion of this Promotion, or the use of or participation in any prize, except for any liability which cannot be excluded by law. Further, to the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any website, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to an entrant's or any other person's computer related to or resulting from participation in or down-loading any materials related to this Promotion. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to

automatically enter into the draw repeatedly is prohibited and will render all entries submitted by that entrant invalid.

- 20. Liability for any tax (other than fringe benefits tax) arising out of participation in this Promotion (including acceptance of a prize) is the sole responsibility of the entrant. Entrants should seek independent financial advice in this regard.
- 21. Nothing in these Terms and Conditions limits, excludes, or modifies, or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a prize winner or an entrant; or (f) use of or participation in any prize.
- 22. As a condition of accepting the prize, each prize winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 23. Privacy Notice: Entry is conditional on providing the requested personal information. By entering this Promotion, each entrant consents to the retention, use and disclosure of their personal information by the Promoter in the following ways:
 - for the purposes of conducting the Promotion and any matter connected to the Promotion;
 - if the entrant is a prize winner in this Promotion, for publicity purposes in any media for an unlimited period without remuneration, compensation or prior notice to the entrant;
 - in addition to any use that may be outlined above, sending the entrant publications and communications about events, promotions, products and services. This includes distributing marketing material for goods and services offered by the Promoter, its related bodies corporate and businesses which have arrangements with the Promoter or its related bodies corporate. Each entrant agrees that communications may be sent to them by post, email and SMS.

The Promoter may disclose personal information to third parties for the above purposes, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. For the purpose of conducting this Promotion and sending offers and information to each entrant, the Promoter will not disclose the entrant's personal information to entities outside of Australia.

For further details about how we handle personal information and details about how entrants can request access and correction of their information or complain about a breach of the Australian Privacy Principles, please see our Privacy Policy which is available at <u>allianz.com.au/about-us/privacy</u>. All entries become the property of the Promoter.

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