

## **ALLIANZ WIN FREE FUEL FOR A YEAR PROMOTION (“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 29 May 2017 and closes at 11.59 pm on 28 July 2017 (“Promotion Period”). All references to times recorded throughout these Terms and Conditions are a reference to the local time in Sydney, New South Wales. 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”).
3. Entry into the Promotion is only open to Australian residents aged 18 years or over who purchase a new Allianz Comprehensive Motor insurance policy (“Eligible Policy”) through participating financial institution agents of the Promoter or as a result of a referral to the Promoter by a participating financial institution agent of the Promoter during the Promotion Period (“Eligible Customer”). A complete list of participating financial institution agents is available from [allianz.com.au/participating FIs](http://allianz.com.au/participating-FIs). Renewals and variations of existing policies are excluded from this Promotion. 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, stepbrother, step-sister or 1st cousin.
4. The Promoter reserves the right to verify the eligibility of each entrant (including their identity, age and place of residence) 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 over the telephone or online 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.
5. 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.

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6. Entry into the Promotion is automatic when:

- an Eligible Customer purchases a new Eligible Policy through a participating financial institution agent of the Promoter during the Promotion Period; or
- an Eligible Customer purchases a new Eligible Policy during the Promotion Period as a result of a referral to the Promoter by a participating financial institution agent of the Promoter.

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 valid, the Eligible Policy must not be lapsed or cancelled at the time the prizes are drawn. An Eligible Customer shall receive one (1) entry into the draw for each Eligible Policy purchased by them during the Promotion Period.

7. There will be ten (10) prizes awarded in this Promotion. Each prize is 'free fuel for a year' which consists of a \$2,500 Caltex Star Cash Card. Each Cash Card is valid for twelve (12) months Cash Card to be used on fuel only at any Caltex Petrol Station in Australia. Any ancillary costs associated with redeeming the Cash Card are not included. Any unused balance of the Cash Card will not be awarded as cash. Redemption of the Cash Card is subject to the terms and conditions of the issuer including those specified on the Cash Card. Cash Card Terms & Conditions are available at <https://www.caltex.com.au/our-solutions/fuel-cards>. The figure \$2,500 for the claim 'free fuel for a year' is calculated based on Colmar Brunton research for Canstar Blue, March – June, 2014 <http://www.canstarblue.com.au/vehicles/fuel/service-stations/how-much-we-pay-forpetrol/>.

8. The total value of the prize to be awarded in this Promotion is AUD 25,000 (GST exempt) as at 3 April 2017.

9. A draw from all entries received during the Promotion Period will be conducted at 11am on 2 August 2017 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 received during the Promotion Period. The first ten (10) valid entries drawn will be the winners and will each receive a prize.

10. The prize winners will be notified in writing and by telephone of their win and the way in which they may claim their prize by 4 August 2017. The name of the prize winners will also be published in The Australian newspaper on 5 August 2017. The Promoter takes no responsibility if the details provided by the prize winners are incorrect or if the prize winner cannot be contacted.

11. The prizes will be sent by courier or any other method agreed between the prize winners and the Promoter. The Promoter takes no responsibility for late, lost or misdirected mail.

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12. If a prize winner forfeits the prize or a prize remains unclaimed by 5pm on 2 November 2017, the Promoter will conduct a redraw, subject to any directions from a regulatory authority, following the same procedure as the original draw. The redraw may take place at 11.00 am on 3 November 2017, at the same place as the original draw. The prize winners, if any, from any redraw will be notified of their win and the way in which they may claim their prize in writing and by telephone by 6 November 2017 and their name will be published in The Australian newspaper, 7 November 2017. If 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.

13. The prizes are not exchangeable and cannot be taken as cash. The 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.

14. Eligible Customers consent 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.

15. 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 Eligible Customer; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

16. To the fullest extent permissible by law, each entrant in the Promotion and the prize winner each 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

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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.

17. 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 Eligible Customer. Eligible Customers should seek independent financial advice in this regard.

18. 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, as well as any other implied warranties under the ASIC Act 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 Eligible Customer; or (f) use of or participation in any prize.

19. 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.

**20. Privacy Notice:** Entry is conditional on providing the requested personal information. By entering this Promotion, Eligible Customers consent to the retention, use and disclosure of Eligible Customers' personal information by the Promoter in the following ways:

- for the purposes of conducting the Promotion and any matter connected to the Promotion;

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- if the Eligible Customer 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 Eligible Customer;
- in addition to any use that may be outlined above, sending Eligible Customers 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. Eligible Customers agree 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 Eligible Customers, the Promoter will not disclose the Eligible Customer's personal information to entities outside of Australia.

For further details about how we handle personal information and details about how Eligible Customers 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 [www.allianz.com.au/about-us/privacy](http://www.allianz.com.au/about-us/privacy). All entries become the property of the Promoter.

Permit numbers Authorised under NSW Permit No. LTPS/17/13353, ACT Permit No. TP17/00729, SA Permit No. T17/677.

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