

## Allianz Win a Mediterranean Cruise

1. Information on how to enter the Promotion forms 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 30 January 2017 and closes at 11.59 pm on 31 March 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 Home (Buildings and/or Contents), Motor (Comprehensive, Third Party Fire and Theft or Third Party Property Damage) or Landlord insurance policy ("Eligible Policies") through participating financial institution agents of the Promoter during the Promotion Period ("Eligible Customer"). A complete list of participating financial institution agents is available from [allianz.com.au/participating](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 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 1<sup>st</sup> cousin.
4. The Promoter reserves the right to verify the validity of each entry (including an entrant's 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. 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. 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 prize is drawn. An Eligible Customer shall receive one (1) entry into the draw for each Eligible Policy purchased by them during the Promotion Period.

6. There will be one (1) prize awarded in this Promotion. The prize is comprised of the following:

- (a) Return Economy class flights from the prize winner's nearest Australian State capital city to a designated city in Europe (depending on the chosen MSC Mediterranean cruise), including checked luggage and taxes – for 2 people
- (b) Return private airport transfers from the designated airport to the designated accommodation – for 2 people
- (c) 2 nights 4\* pre cruise accommodation in chosen cruise departure port (twin share)
- (d) Return private transfers from designated accommodation to the chosen cruise port – for 2 people
- (e) AUD 1,000 spending money
- (f) 7 nights MSC Mediterranean cruise for 2 people, including:
  - (i) Stay in a Balcony Cabin (or similar)
  - (ii) Breakfast, lunch and dinner daily on board
  - (iii) On board activities
  - (iv) Daily and nightly entertainment
- (g) 2 nights 4\* post cruise accommodation in chosen cruise arrival port (twin share)

The total value of the prize to be awarded in this Promotion is AUD 21,500 (GST exempt) as at 25 October 2016.

7. Spending money (other than those included as part of the prize), meals (other than those included as part of the prize), taxes, insurance (including any applicable insurance excesses), transfers and transport to and from airports or accommodation (other than those included as part of the prize), items of a personal nature, in-room charges and all other ancillary costs are not included. It is the prize winner's responsibility to organise transport to/from the airport departure/return point for the prize winner and their companion.

8. All travel is subject to availability at all times and maybe dependent on select seat class with airlines or specific room category availability with accommodation partner. Travel is valid until 30 April 2018 unless otherwise stated for set dates of travel. Block out periods apply and includes all Australian school and public holidays along with all other special event periods, unless otherwise stated for set dates. All bookings must be made a minimum of 45 days in advance of requested departure dates. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of individual prize and service providers, including those as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. The prize winner is responsible for any amendments fees issued by airlines or suppliers once booking is confirmed and ticketed. The prize winner and their companion must have valid travel insurance for their period of travel.

9. It is the prize winner's, and their companion's, personal responsibility to ensure that they have valid documentation, including but not limited to valid passports, visas, and health requirements, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such

documents not meeting the requirements of those authorities will be the sole responsibility of the prize winner and their companion.

10. During the entire duration of the prize, a nominated parent or legal guardian must accompany any person under 18 years of age. The prize winner (and their companion) must depart from and return to the same departure point and travel together. Exact venue accommodation provided for will be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. The prize winner (or their companion) may be required to present their credit card at the time of accommodation check-in. Spending money may be awarded in the form of a cheque made payable in the prize winner's name or via an electronic funds transfer into the prize winner's nominated bank account, as determined by the Promoter.

11. A draw from all entries received during the Promotion Period will be conducted at 11am on 5 April 2017 at Level 13, 2 Market Street, Sydney, NSW, 2000. One (1) prize will be awarded. A representative of the Promoter will conduct a random draw of all entries. The prize winner will be electronically selected at random from a computer-generated listing of entries received during the Promotion Period. The first valid entry drawn will be the winner of the prize.

12. The prize winner will be notified in writing and by telephone of their win and the way in which they may claim their prize by 7 April 2017. The name of the prize winner will also be published in The Australian newspaper on 8 April 2017. The Promoter takes no responsibility if the details provided by the prize winner are incorrect or if the prize winner cannot be contacted.

13. If the prize winner wishes to claim the prize, the prize winner must confirm to the Promoter that they wish to do so by 5pm on 5 July 2017 (being 3 months from the original draw date). If the prize winner fails to claim the prize by this time, the prize winner will be deemed to have forfeited the prize.

14. In the event that the prize winner forfeits the prize or the prize remains unclaimed by 5pm on 5 July 2017, the Promoter will conduct a redraw, following the same procedure as the original draw. The redraw will take place at 11.00 am on 6 July 2017, at the same place as the original draw. The prize winner 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 7 July 2017 and their name will be published in The Australian newspaper on 7 July 2017, being one (1) day after the redraw date. 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).

15. The prize is not exchangeable and cannot be taken as cash. The prize may be transferred to the 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. In the event that any prize (or part of 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 (or that part of the prize) with another prize of equal or greater value and the relevant prize winner will be notified accordingly.

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

17. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.

18. 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.

19. 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 entrant; or (f) use of or participation in any prize.

20. As a condition of accepting the prize, the prize winner (and their companion) 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. In the event the prize winner's companion is under the age of 18, a nominated parent / legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.

**21. Privacy Notice:** Entry is conditional on providing the requested personal information. By entering this Promotion, entrants consent to the retention, use and disclosure of entrants' 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 the prize winner of 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 entrants 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. Entrants 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 entrants, 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 [www.allianz.com.au/about-us/privacy](http://www.allianz.com.au/about-us/privacy). All entries become the property of the Promoter.

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