



# Win a \$10,000 top up to your Newcastle Permanent account with your Home, Landlord or Comprehensive Motor Insurance (“Promotion”)

1. Information on how to enter the Promotion and the prize form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The Promotion commences at 12.00am on 1 October 2020 and closes at 11.59pm on 15 January 2021 (“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 residents of New South Wales aged 18 years or over (“Eligible Customer” or “entrant”).
5. Employees (and their immediate families) of the Promoter, and employees (and their immediate families) 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 and Contents Insurance (Buildings and/or Contents); or
  - Allianz Landlord Insurance (Buildings and/or Contents).
  - Allianz Comprehensive Motor Insurance.
9. To enter, individuals must purchase a new Eligible Policy through Newcastle Permanent Building Society Limited ABN: 96 087 651 992, ASFL: 238273 (“NPBS”) during the Promotion Period. 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 of the prize draw (see clause 12). An Eligible Customer shall receive one (1) automatic entry into the relevant draw for each Eligible Policy purchased by them during the Promotion Period. Variations to existing policies are excluded from this Promotion.
10. There will be one (1) prize awarded in this Promotion. This prize consists of \$10,000, which will be paid to the prize winner by electronic funds transfer into the prize winner’s nominated NPBS bank account or, if requested by the prize winner, by a crossed cheque, made out to the prize winner.
11. The total value of the prize to be awarded in this Promotion is \$10,000.
12. There will be one (1) draw conducted for the entries received from NPBS. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 11 February 2021 at 11am. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing and by telephone within two (2) business days of the draw and their name will be published on the NPBS website [newcastlepermanent.com.au](http://newcastlepermanent.com.au).
13. The Promoter’s decision is final and no correspondence will be entered into.
14. If the prize winner wishes to claim their prize, they must contact the Promoter by 5.00 pm on 11 May 2021, 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 11 May 2021, 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 12 May 2021, 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 on the NPBS website [newcastlepermanent.com.au](http://newcastlepermanent.com.au). 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 prize is not exchangeable. 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.
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 the prize.
22. As a condition of accepting the prize, the 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;

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 [www.allianz.com.au/about-us/privacy](http://www.allianz.com.au/about-us/privacy). All entries become the property of the Promoter.

24. The Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram. Entrants completely release Facebook and Instagram from any and all liability relating to the Promotion.