Allianz Care Australia OVHC Working Visa Gift Card

TERMS AND CONDITIONS

- 1. The promotional period ("Promotional Period") for this promotion ("Promotion") commences 12.01am AEST on 1 August 2021 AEST and ends 11:59pm AEST on 15 December 2021 (**Promotional Period**).
- 2. Information about the offer and how to enter forms part of these terms and conditions. Taking part in this Promotion constitutes acceptance of these terms and conditions.
- 3. The Promoter is AWP Australia Pty Ltd, trading as Allianz Care Australia ABN 52 097 227 177 of Level 16, 310 Ann Street, Brisbane, QLD 4000, phone: (07) 3305-7000 (Promoter) and is the issuer and manager of Allianz Care Australia Overseas Visitor Health Cover (OVHC) policies. Peoplecare Health Limited ABN 95 087 648 753 is a private health insurer under the Private Health Insurance Act 2007 (Cth) and is the underwriter of the Allianz Care Australia OVHC policies.
- 4. The competition runs Monday to Sunday during the Promotional Period.
- 5. Entry is open to Australian residents who are 18 years or older, as at the date of entry. To be eligible to receive a gift card:
 - a. entrants must:
 - purchase an OVHC Working visa product (Budget Working Cover, Standard Working Cover, Mid Working Cover or Top Working Cover) during the Promotional Period; and
 - ii. provide a valid email address to receive the gift card; and
 - b. the policy start date must be before 1 April 2022; and
 - c. the policy must not be cancelled at the time the gift card is issued.
- 6. If an entrant cancels their policy and applies for a refund, a fee equivalent to one month of the premium will be retained as a fee for processing the refund. Read <u>policy wording</u> for more information.
- 7. The directors, officers, management and employees (and their immediate families) of the Promoter and its related bodies are ineligible to enter. Immediate family means any of the following: spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-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
- 8. Eligible customers will receive:
 - a. One (1) \$50 Prezzee Smart e-giftcard if they purchase a single policy; or
 - b. One (1) \$100 Prezzee Smart e-giftcard if they purchase a couple or family policy.
- 9. The gift card is redeemable within 36 months after issuing. Read gift card <u>terms and conditions</u> for more details.
- 10. Gift cards are non-transferable, non-refundable and non-redeemable for cash or other goods or services.
- 11. If any gift card is not available, the Promoter may substitute the gift card with items of equivalent value.
- 12. Eligible customers will be notified by email by the Promoter with instructions on claiming their gift card within 90 days of the eligible policy purchase.

- 13. The Promoter reserves the right to request that the eligible customers provide proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a gift card. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that an eligible customer cannot provide any proof requested by the Promotor or provides proof which does not establish the eligible customer's identity, age, residency or entry validity suitable to the Promoter, the eligible customer will forfeit the gift card in whole and no substitute will be offered.
- 14. The Promoter accepts no responsibility for any tax implications that may arise from the gift card. Independent financial advice should be sought as tax implications may arise as a result of accepting the gift card.
- 15. The gift cards remain the property of the Promoter until lawfully claimed by the eligible customer(s) to the satisfaction of the Promoter pursuant to these terms and conditions.
- 16. The Promoter's decision is final and no correspondence will be entered into.
- 17. If this Promotion is not capable of being conducted as reasonably anticipated or is interfered with in any way due to any reason beyond the Promoter's reasonable control, the Promoter reserves the right, subject to the requirements of any relevant permit authorities for this Promotion, to:
 - a. cancel, terminate modify or suspend the Promotion, where the Promoter deems appropriate; or
 - b. disqualify any entrant.
- 18. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion. Any entrant disqualified under this clause is prohibited from any further participation in the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 19. To the extent permitted by law, the Promoter is not responsible or liable for:
 - a. inaccurate/incorrect transcription of entry information;
 - b. purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, incomplete, sent with insufficient postage (where entry is by post), or sent other than as directed in the entry instructions:
 - c. any problems or technical failures of any kind, including malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software;
 - d. any variation in gift card value to that stated in these terms and conditions;
 - e. the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
 - f. unauthorised human intervention in any part of the competition;
 - g. electronic or human error which may occur in the administration of the competition;
 - h. any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss arising in connection with the arrangement for supply, or the supply, of any goods or services by any person to an eligible customer and, where applicable, to any family/persons accompanying a eligible customer; or
 - i. any injury or damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition.

- 20. Limitations of Liability: by participating or entering into the Promotion, except for liability under statute which cannot be excluded, each entrant agrees that Promoter, its subsidiaries, affiliates, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents, will have no liability whatsoever for, and will be held harmless by each entrant for any claims, liability, or cause of action for any injury, loss or damage of any kind to persons, including without limitation property, due in whole or in part, directly or indirectly, from the delivery, acceptance, possession, use or misuse of either gift card, participation in this Promotion, or participation in any Promotion or gift card related activity. The Promoter is not liable for any change in value of a gift card occurring between the publishing date of these terms and conditions and the date the gift card is claimed.
- 21. The above conditions do not affect, and are not intended to affect, any rights a consumer might have, which cannot be excluded under applicable consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servant or agents for breach of any such rights is limited to the payment of the cost of having the gift card supplied again.
- 22. By accepting the gift card, each individual eligible customer agrees to participate in and cooperate as required with all reasonable media editorial requests relating to the gift card, including but not limited to, being interviewed and photographed. The eligible customer(s) will not be entitled to any fee for participating in these activities.
- 23. In consideration for the Promoter awarding the gift card to eligible customer(s), each individual eligible customer hereby permits for their images and/or voices, as recorded, photographed or filmed during their participation in the gift card to appear in any media whatsoever throughout the world for an unlimited period and the customer(s) will not be entitled to any fee for such use.
- 24. This Promotion is not sponsored or endorsed by or affiliated in any way with Facebook, Instagram or any other social network platform. Entrants release Facebook, Instagram and any other social network platform from any liability in connection with this Promotion.

Privacy Statement:

- 25. All entries will be the property of the Promoter.
- 26. The Promoter collects personal information in order to conduct this Promotion and to provide any goods/services you have requested or purchased. By participating in this Promotion, you also acknowledge that a further purpose for collection of your personal information is to enable the Promoter to use the information to assist it in improving goods and services and to contact you in the future with information on special offers or to provide the you with marketing materials via any medium including mail, telephone and commercial electronic messages. To opt out of receiving marketing material from the Promoter, you can do so at any time by writing to "Privacy Officer", Level 16, 310 Ann Street, Brisbane QLD 4000, or by calling the Promoter on telephone number 1800 023 767. The Promoter may disclose your personal information to third parties and service providers (some of which may be located outside Australia), including gift card suppliers or regulatory authorities or for any other purpose to which the entrant has consented previously or by entering this Promotion, such as promotional, marketing and publicity purposes.
- 27. Except as set out in these terms and conditions, personal information collected will be collected, used and disclosed in accordance with the Promoter's Privacy Policy available on request, or viewed online at http://www.allianz-assistance.com.au/privacy-and-security/. The Promoter's Privacy Policy contains relevant information, including how you may access and correct the personal information the Promoter holds, when and to who the Promoter may disclose your personal information overseas, how you may make a complaint about a breach of the Privacy Act 1988 (Cth) and the Promoter's Privacy Contact Officer details.

- 28. Entrants are not required to provide personal information, however if you don't, you may not be eligible for this Promotion and the Promoter may not be able to provide you with its goods/services or contact you in relation to this Promotion or any changes to it. If an entrant does not truthfully provide all requested personal information, the Promoter may determine that they are not eligible to receive the gift card.
- 29. You can access the personal information about you held by the Promoter by calling the Promoter's Privacy Officer on 1800 023 767.