

MERCHANDISE PROMOTION TERMS AND CONDITIONS

Key Information

1. Subject to the following Terms and Conditions, we are offering eligible customers (**you**) CTM Merchandise if you purchase an Eligible Insurance Policy during the Offer Period.

Offer	CTM Merchandise: <ul style="list-style-type: none"> <i>Sleepy Oleg Toy</i>
Promoter	Compare the Market Pty Ltd (CTM, we, our, us) ABN 83 117 323 378 Level 17, 179 Turbot Street, Brisbane QLD 4000 Phone: 1800 456 981 Email: email@comparethemarket.com.au
Eligible Insurance Policies	Hospital cover at a bronze level or higher (i.e. either bronze, bronze+, silver, silver+ or gold). Combined hospital and extras policies are eligible provided the hospital cover is bronze level or higher.
Offer Period	April 1 st – April 30 th or until stocks last.
How will the Offer be made available to you?	CTM will make the Offer to customers via: <ul style="list-style-type: none"> Social media Tier 3 creative Email
How can you purchase an Eligible Insurance Policy?	You can purchase an Eligible Insurance Policy by completing your purchase: <ul style="list-style-type: none"> through the CTM contact centre via inbound by calling 13 80 17.
Eligibility to receive CTM Merchandise	You will be eligible to receive CTM Merchandise if you: <ul style="list-style-type: none"> Purchase an Eligible Insurance Policy and make your first payment under the Eligible Insurance Policy during the Offer Period. <ul style="list-style-type: none"> hold the policy continuously for the Eligibility Period without cancelling it in that period. make your first payment under the Eligible Insurance Policy. each household is eligible to redeem one CTM merchandise and must live and have a delivery address in Australia. provide us with and confirm your email address and mailing address; and choose to receive CTM Merchandise. If you decide not to sign, Compare the Market will not accept responsibility for delivered post which has gone missing - Lost <i>toys</i> will NOT be replaced.

2. These Terms and Conditions must be read in conjunction with the Promoter's Privacy Policy available at www.comparethemarket.com.au. Election to receive CTM Merchandise is deemed to be acceptance of these terms and conditions and the privacy policy by you.

How to claim your CTM Merchandise

3. If you are eligible to receive CTM Merchandise, you will be asked upon confirmation of sale if you'd like to receive your free Sleepy Oleg Toy. You can choose to have the toy sent to the same address mentioned or an alternative.
4. Subject to stock availability and the terms of the Offer, you may be presented with options to choose which CTM Merchandise you would like to receive. Once you have chosen your CTM Merchandise and order is confirmed you will not be able to change your mind or swap for any future promotions or offers.
5. Your CTM Merchandise will be mailed to the Australian delivery address nominated by you after the Fulfilment Date.
6. In accordance with our Privacy Policy, we are committed to protecting personal information that is provided to us. When you claim your CTM Merchandise, we collect information that is required to administer the Promotion and delivery of the CTM Merchandise to you. You consent to CTM and the third parties we engage to deliver your CTM Merchandise to you, contacting you (by phone, email, SMS or other) with updates regarding the Promotion and the progress of the delivery of the CTM Merchandise to you.

Safety and faulty CTM Merchandise

7. CTM Merchandise will come with instructions and safety information on its packaging. It is your responsibility to read this information and ensure that the CTM Merchandise is suitable for your intended use.
8. In the unlikely event that you receive faulty CTM Merchandise, please notify us by providing details of the fault via email to email@comparethemarket.com.au. Subject to stock availability we will replace the faulty CTM Merchandise (this will be our only liability to you for faulty CTM Merchandise). We may require you to return the faulty CTM Merchandise to us prior to sending replacement CTM Merchandise. We cannot guarantee that we will be able to replace the faulty CTM Merchandise with identical CTM Merchandise.
9. The Promoter will not replace faulty CTM Merchandise where the fault arises from normal wear and tear, or accidental damage.

General

10. There is a limit of one item of CTM Merchandise per policy purchased during the Offer Period.
11. This Offer is not available in conjunction with any other offer or promotion, and we reserve the right to disqualify any person from receiving CTM Merchandise:
 - a. If we suspect fraudulent activity; or
 - b. for a breach of these Terms and Conditions; or
 - c. if we reasonably consider that you have not acted in good faith (for example, if you purchase a policy for the sole purpose of obtaining CTM Merchandise and with the intention of cancelling the policy shortly after the Eligibility Period); or
 - d. for any false or misleading conduct of any kind.
12. Neither CTM nor any of its employees or other representatives will be liable to you for any loss or damage whatsoever for any reason, including because of CTM's negligence, incurred by you arising out of or in connection with the Promotion or your use of the CTM Merchandise.
13. Nothing in these Terms and Conditions will operate to:
 - a) limit or exclude the Promoter's liability for death or personal injury arising out of or in connection with the Promotion or your use of the CTM Merchandise, caused by our negligence or fraud (including, but not limited to, fraudulent misrepresentation) or for that which cannot lawfully be excluded; or
 - b) limit your statutory rights, except to the extent permitted at law.
14. If this Offer is not capable of running as planned for any reason, including but not limited to fraud or causes beyond our control or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, we reserve the right, in our sole discretion, to cancel, terminate, modify or suspend the Offer.

15. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of our website or the information on our website, or to otherwise undermine the legitimate operation of the Offer may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, we reserve the right to seek damages to the fullest extent permitted by law. If we suffer loss or incur any costs in connection with any breach of these Terms and Conditions or any other legal obligation by you, you agree to indemnify the Promoter for those losses, damages, and costs.
16. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Queensland. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Queensland.