

## **Terms and Conditions – IQumulate Premium Funding**

### **Promotion Name: Fund New Clients with IQPF Campaign**

### **Eligible Countries / States / Territories: Australia (National) & New Zealand**

#### **General**

1. These are the Terms and Conditions which apply to this competition and trade promotion campaign (“Promotion”).
2. By entering this Promotion you agree to be bound and is deemed acceptance by these Terms and Conditions. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. In these Terms and Conditions, “We”, “Us”, “Our” and “Promoter” all mean IQumulate Premium Funding (ABN 82 127 517 677). Our registered address is Level 25, 259 George St, Sydney, NSW, Australia, 2000. Telephone number 1300 555 068.

“You” means the Broker

#### **Campaign Period (Start and End date of Promotion)**

4. The competition commences on 1 September 2021 at 8:00am AEST and concludes on 30 November 2021 at 8:00pm AEST. Entries must be received by the Promoter prior to the competition close date and time.
5. The time of entry will in each case be the time the online entry is received by the Promoter’s database, not at the time of transmission by the entrant.
6. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

#### **Eligible entrants**

7. Entry is open to all residents of Australia who are 18 years and over as at the date of entry, except employees and immediate families of the Promoter, their associated companies, agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, de facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1st cousin.
8. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

## **How to enter**

9. Entrants will automatically be entered into the competition when:

## **Monthly Prize**

- 9.1 Each new client who accepts a quote during the campaign period, qualifies you (the broker) for a single entry into the competition.
- 9.2 A 'new' client is any client that has not funded with IQPF for a period greater than 12 months, or at all.
- 9.3 One broker contact in each region across Australia and one broker in New Zealand will be awarded one prize each month over the campaign period to the value of AU\$400 / NZ\$400 per month. Australian regions are: 1. NSW/ACT; 2. VIC; 3. QLD; 4. WA; 5. SA/NT/TAS.
- 9.3 Prize winners are drawn each month from the pool of new clients accepted.

## **Grand Prize:**

- 9.4 All new clients who accept during the Campaign Period qualify the Broker entry into the major prize draw.
- 9.5 One major prize will be awarded to the Brokerage of the Broker contact in Australia and one major prize will be awarded to the Brokerage of the Broker contact in New Zealand.
- 9.6 Only brokers who have not won the monthly prize will go into the draw to win the grand prize of \$3,000 toward a prize of their choice (excluding cash or cash equivalent).
10. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion, which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.

## **Number of Entries permitted**

11. Only one entry per approved quote. Only one prize will be awarded per month per region and one grand prize nationally.

## **Determination and Notification of winner**

12. The winner of the Grand Prize will be the valid entry submitted in accordance with these Terms and Conditions that is electronically drawn by the IQumulate Premium Funding team at 10am (AEST) on 10 December 2021 at Level 12, 8 Exhibition St, Melbourne, VIC 3000.
13. This competition is a game of chance. Skill plays no part in determining the winner.
14. If any particular determination is scheduled on a public holiday, the determination will be rescheduled for the following business day.

15. The Promoter's decision is final, and the Promoter will not enter into any correspondence regarding the competition result or any other decisions which the Promoter makes in connection with this Promotion.
16. The winner/s will be notified by telephone or email within two days of being determined. Winner/s of prizes will be published online at IQumulate.com.au within fourteen days. Prizes will be awarded to the person named in the entry.
17. The Promoter highly recommends a current business street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
18. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter. Winner/s of prizes valued over \$500 will be published in The Australian newspaper within 14 days of the date on which they are judged to be the unclaimed prize winner.

#### **Prizes – Australia & New Zealand**

19. Total prize pool value of the competition across the 3 months is up to AU\$9000 (excl GST) for Australia and NZ\$4200 for New Zealand as of 1 August 2021. During the campaign period, winners in Australia & New Zealand will receive:
20. Monthly Prize: Bose QuietComfort 35 II Wireless Over-Ear Headphones with built in Google Assistant– one per region in Australia and one in New Zealand, per month during the campaign period to the value of AU\$400 / NZ\$400 per month.
21. Grand Prize: There will be one winner in Australia and one winner in New Zealand. AU\$3000 toward a prize of the brokers choice in Australia and NZ\$3000 in New Zealand (excluding cash or cash equivalent) at the conclusion of the competition. (Winners of monthly prize will not be eligible for the grand prize and will be excluded from this draw).
22. Unless otherwise expressly stated, prize values are based upon the recommended retail prices at the time of first publication of these Terms and Conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
23. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
24. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
25. Prizes cannot be transferred, exchanged or redeemed for cash.

26. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
27. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

#### **Unclaimed Prizes**

28. If the winner has not claimed the prize by 20 December 2021, then he or she will forfeit the prize, and the prize will be awarded to the next valid entry in accordance with these terms and conditions. The winner of the unclaimed prize will be notified by telephone or email within two days of the date on which they are judged to be the unclaimed prize winner.

#### **Limitations**

29. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
30. The Promoter assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
31. If for any reason, this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
32. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
33. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
34. An entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to

determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

35. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
36. 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 conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
37. The Promoter reserves the right to redetermine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

#### **Use of your entry**

38. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or the advertising or marketing thereof, in any media whatsoever, and the winner will not be entitled to any fee for such use.

#### **Statutory Guarantees**

39. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

#### **Data Protection & Privacy**

40. All entries become the property of the Promoter. The Promoter collects personal information about you for the purposes of conducting this promotion, but no further use of this information will be made without prior consent.

41. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.
42. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles