

AMENDED CONDITIONS OF ENTRY

AUSTRALIAN PENSIONERS INSURANCE AGENCY PTY LIMITED

“APIA WIN A \$25,000 HOME MAKEOVER WITH TARA DENNIS” PROMOTION

1. Information on how to enter and prizes form part of these Conditions of Entry. Entry into this promotion is deemed acceptance of these Conditions of Entry by each entrant. Entry is via telephone or mail.
2. Entry is only open to residents of Australia aged 50 years or older who are not working full-time or whose partner is aged 50 years or older and not working full-time and who fulfil the entry criteria below in Condition 3. The directors, management and employees of the Promoter, its related companies and agencies and the immediate families of the above listed persons are ineligible to participate.
3. To enter the promotion, eligible entrants must, during the promotional period:
 - a. **If they (i) do not hold any APIA motor vehicle or home insurance policy product(s); or (ii) already hold a current APIA motor vehicle or home insurance policy product and are now seeking another policy product:** call the Promoter on 13 50 50 (local call rates apply), speak to an APIA operator and answer all of the questions required in order for the Promoter to issue a valid quote in respect of one (1) of its selected motor vehicle or home insurance policy products. In order to complete the quote, the entrant must provide their full name, date of birth, residential address, contact telephone number(s) and current and valid email address (if applicable) during the telephone call; OR
 - b. **If they (i) are a current APIA motor vehicle or home insurance policy product holder; and (ii) receive an APIA direct mail communication and promotional coupon from the Promoter; and (iii) have a non-APIA motor vehicle or home insurance policy product:** send the completed promotional coupon containing confirmation of their current non-APIA policy expiration date and their details in the provided reply paid envelope to the Promoter at Reply Paid 306, PO Box 306 Gosford NSW 2250 by last mail **30/10/2009**. In order to fully complete their entry, entrants must provide their full name, date of birth, residential address, contact telephone number(s), current and valid email address (if applicable) and their current non-APIA policy expiration date. The promotional coupon must be an original and photocopies or images of promotional coupons will not be accepted.
4. Calls from public telephones or mobiles may incur an additional charge. The charges for all telephone call entry services (if applicable) will appear on each entrant's next telephone or mobile phone bill. All queries relating to mobile and telephone bills should be directed to the entrants' mobile or telephone carrier.
5. Only one (1) entry per person regardless of the number of policy quotes or policies from the Promoter obtained by such person. Any subsequent entry submitted after the first valid entry is received will be deemed invalid. Eligible entrants will automatically be awarded one (1) entry for the valid quote obtained as set out in Condition 3(a); or confirmation of a current non-APIA motor vehicle or home insurance policy product as set out in Condition 3(b) (as applicable).
6. Telephone entries will be deemed to be accepted at the time of receipt and not at the time of transmission. Incomplete, ineligible, inaccurate, erroneous or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. Entries must be received by the Promoter during the promotional period. Entries received will be considered final by the Promoter.
7. Promotion commences at 12:01am (AEST) on **13/9/2009** and closes at midnight (AEDT) on **30/10/2009**. The prize draw will take place at midday (local time) on **4/11/2009** at Contact Management, 92-94 Tope Street, South Melbourne VIC 3205. The winner will be notified by telephone and in writing (mail or email) and their name and locality will be published in The Australian on **11/11/2009**. All reasonable steps to notify the winner of the results of the draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
8. The first eligible entry randomly drawn from all eligible entries received will win a “home makeover prize” valued at up to **\$28,000**. The prize can be used for any type of dwelling, including but not limited to a stand-alone building or an apartment, subject to any applicable local council, strata or body corporate approval (to the satisfaction of the Promoter). If the winner is a tenant of a rental property, they must first obtain written permission, to the satisfaction of the Promoter, from their landlord in order to accept the prize. The prize is:
 - a. \$25,000.00 to be paid to the winner, at their election in writing, either as a cheque made payable in their name and delivered to them within 28 days of notification or paid by electronic funds transfer within 28 days into a bank account held in the winner's name as nominated by the winner in writing.

The \$25,000 prize component can be used for materials and/or labour needed to renovate the winner's home and/or garden; and

- b. an appearance at the winner's home by professional home decorator Tara Dennis (subject to availability), consisting of up to three (3) hours of her time for an initial assessment of the home makeover.
9. The exact date of the home makeover appearance by Tara Dennis at the winner's home will be subject to the availability of Tara Dennis and reasonable notice given to Tara Dennis, and will be at a reasonably determined time according to the winner's, Tara Dennis' and the Promoter's respective schedules. Once Tara Dennis' appearance is booked, no changes may be made to the booking by the winner.
10. If the prize or part thereof becomes unavailable for any reason beyond the Promoter's reasonable control, then a comparable prize or part thereof of equal or greater value will be awarded to the winner in lieu, subject to any written directions made under applicable State or Territory legislation. The appearance of Tara Dennis is dependent upon Tara Dennis' availability and the winner's and the Promoter's respective schedules. The Promoter may substitute another professional home decorator of the same standard as Tara Dennis if a suitable date and time cannot be reached between the parties.
11. Total maximum prize pool value is up to **\$28,000**. The prize is not transferable or exchangeable. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
12. Entrants can only enter in their own name. The Promoter reserves the right to request an entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address and email address, eligibility to enter and claim a prize (including written permission from the winner's landlord, local council, strata or body corporate, if applicable), and any information submitted by the entrant in entering the promotion, before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an entrant or entry has not been verified or validated to the Promoter's satisfaction within the time requested, that entry will be deemed invalid. The prize will only be awarded following any validation and verification that the Promoter requires in its sole discretion. Entrants who provide incorrect, misleading or fraudulent information or are accused of or are found guilty of insurance fraud or failure to disclose all relevant insurance information at the time of applying for a quote for an APIA motor vehicle and/or home insurance policy product or when making a claim are ineligible.
13. The Promoter may conduct such further draws as are necessary at the same time and place as the original draw as are necessary on **4/3/2010** in order to distribute any prizes unclaimed by that date subject to any written directions given under applicable State or Territory legislation. Any winner in any unclaimed prize draw will be notified by telephone and mail and their name and locality will be published in The Australian on **9/3/2010**.
14. The Promoter and its associated agencies and companies shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with taking or the prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
15. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for (a) tampering with the entry process; or (b) for submitting an entry which is not in accordance with these Conditions of Entry; or (c) if the entrant is 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.
16. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including without limitation technical malfunctions or failures.
17. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
18. Caution: Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Promotional Website or the information on the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the promoter for those losses, damages and costs.
19. The Promoter is not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's computer, telephone or mobile handset or peripherals related to, or resulting from, participation in this promotion.

20. If for any reason this promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, subject to any written directions given under applicable State or Territory legislation.
21. As a condition of entering this promotion, an entrant consents to the Promoter using the entrant's 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 of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing this promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The entrant agrees that, in the event they are a winner, the entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.
22. An entry and any copyright subsisting in an entry irrevocably becomes, at the time of entry, the property of the Promoter. The Promoter collects personal information about an entrant to include the entrant in the promotion and where appropriate award prizes. If the personal information requested is not provided, the entrant cannot participate in the promotion. By participating in the promotion, an entrant also acknowledges that a further primary purpose for collection of the entrant's personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with information on special offers or provide the entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners who may contact the entrant with special offers in this way. By entering the promotion, an entrant agrees that the Promoter may use the entrant's personal information in the manner set out in this condition. An entrant also agrees that the Promoter may publish or cause to be published the winner's name and locality in any media as required under the relevant State or Territory lottery legislation. Entrants can also gain access to, update or correct any personal information by calling the Promoter on 13 50 50. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.
23. The Promoter is Australian Pensioners Insurance Agency Pty Limited (Apia). ABN: 14 099 650 996, of Level 4, 440 Collins Street Melbourne VIC 3000.

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