

Marsh AFL Cyber Insurance Promotion Terms & Conditions

TERMS AND CONDITIONS OF ENTRY INTO "MARSH AFL CYBER INSURANCE PROMOTION"

1. Information on how to enter and prize details form part of these conditions. Entry into this Promotion is deemed acceptance of these terms and conditions of entry.
2. The Promoter is Marsh Pty Ltd (ABN 86 004 651 512 AFS licence number 238 983) of One International Towers, 100 Barangaroo Ave, Sydney NSW 2000, Australia ("Promoter").
3. The "**Marsh AFL Cyber Insurance Promotion**" commences at 8:00am AEDT on 11th April 2022 and ends at 6:00pm AEDT on 8th May 2022 ("Promotion Period").
4. Entry is open to Australian residents who are aged 18 years and over, have a valid telephone number and valid email address ("Eligible Entrants"). Where applicable all Eligible Entrants will be required to provide proof of eligibility to redeem their prize.
5. Employees (and their immediate family members) of Marsh and agencies associated with this promotion are ineligible. An 'immediate family member' includes 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. An Eligible Entrant must, during the Promotion Period must:
 - a) Submit a valid online quote request for Marsh Cyber Insurance at the URL <https://au.marsh.com/sport/afl/clubs/cyber-insurance.html>
7. Only one (1) Eligible Entry per Eligible Entrant permitted during the Promotion Period. Any subsequent entry after the first Eligible Entry is received will be deemed invalid.
8. The total prize pool value is AUD \$3000.00. There will be three (3) individual prizes in total valued at \$1000 each. Each prize consists of one (1) \$500 Sherrin Football voucher ("Sherrin Voucher") and one (1) \$500 Rebel Sport voucher ("Rebel Voucher"). The prize/s is not transferable, exchangeable or redeemable for cash. A prize must be taken as offered and cannot be varied. The prize value is the recommended retail price including GST.
9. The Competition prize details are correct at time of publishing these Terms and Conditions.
10. The winners will be determined at 9:00am AEDT on Monday 9th May 2022 at One International Towers, 100 Barangaroo Ave, Sydney NSW 2000, Australia. Winners will be determined by way of random selection by the Promoter from the Eligible Entries. The winners will be the first three (3) valid entry forms drawn. The Promoter will take all reasonable steps to contact the winners as set out below in clause 13.
11. This is a game of chance and skill plays no part in determining the winners.
12. The judges' decision (including any decisions as to prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
13. The winners will be notified by phone and in writing (email) within two (2) days of the draw using the details provided at the time of entry. To claim the prize the winners must respond in writing (email). In the event the prize is not claimed within thirty (30) days, an unclaimed prize draw will be held on 8th June at the same time and location as the original draw. Unclaimed prize winner(s) will be notified by phone and in writing (email) within two (2) business days of the unclaimed prize draw.
14. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
15. Incomplete, illegible and incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
16. 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 Marsh, including but not limited to technical difficulties, unauthorised intervention or fraud, Marsh reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any individual; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
17. 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 Investment Commissions 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, Marsh (including its respective officers, employees and agents) 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 this Promotion.
18. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.

Marsh Advantage Insurance Pty Ltd (ABN 31 081 358 303, AFSL 238 369).

This document and any recommendations, analysis, or advice provided by Marsh (collectively, the "Marsh Analysis") are not intended to be taken as advice regarding any individual situation and should not be relied upon as such. The information contained herein is based on sources we believe reliable, but we make no representation or warranty as to its accuracy. Marsh shall have no obligation to update the Marsh Analysis and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting, or legal matters are based solely on our experience as insurance brokers and risk consultants and are not to be relied upon as actuarial, tax, accounting, or legal advice, for which you should consult your own professional advisors. Any modelling, analytics, or projections are subject to inherent uncertainty, and the Marsh Analysis could be materially affected if any underlying assumptions, conditions, information, or factors are inaccurate or incomplete or should change. Marsh makes no representation or warranty concerning the application of policy wording or the financial condition or solvency of insurers or reinsurers. Marsh makes no assurances regarding the availability, cost, or terms of insurance coverage. Although Marsh may provide advice and recommendations, all decisions regarding the amount, type or terms of coverage are the ultimate responsibility of the insurance purchaser, who must decide on the specific coverage that is appropriate to its particular circumstances and financial position.

19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these terms and conditions of entry. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
20. By entering the Competition, all entrants agree that their entry and name may be used by Marsh for publicity and marketing purposes. Any personal data relating to the winner or any other entrants will be used solely in accordance with current Australian data protection and privacy legislation and Marsh's Privacy Policy available at: <https://www.marsh.com/au/privacy-policy.html>
21. Entrants consent to the Promoter and AFL 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 without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or AFL.
22. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the prize.
23. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the Competition and Consumer Act 2010 (Cth).
24. Subject to the previous paragraph, the Promoter and AFL are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
25. Without limiting the previous paragraph, the Promoter and AFL are not liable for any cancellation, loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant).
26. The Entrants agree and acknowledge the Sherrin Voucher and Rebel Voucher are subject to their own terms and conditions of use; and will ensure these vouchers are used in good faith to purchase sports gear for their respective sports club(s), and not used for personal gain.
27. Entrants acknowledge the Promoter only arranges the insurance and is not an insurer. Any advice provided is general in nature only and does not account for the Entrant's individual objectives, financial situation or needs and may not suit their personal circumstances. For full details of the terms, conditions and limitations of the covers and before making any decision about whether to acquire a financial product, refer to the specific policy wordings or Product Disclosure Statement (PDS) available from the Promoter on request.
28. These Terms and Conditions shall be governed by the laws of New South Wales and each entrant agrees to submit to the non-exclusive jurisdiction of the New South Wales Courts.