

#### **TERMS AND CONDITIONS**

# AIA Australia #onechange Promotion – Terms and Conditions

Current as of 11 January 2018

This document sets out the terms and conditions governing this competition and may be amended, updated or replaced by the Promoter from time to time (subject to any applicable regulatory approval). Entry into the competition, and the acceptance of any prize, is deemed acceptance of these terms and conditions.

Competition Name	#onechange Facebook Promotion
Competition	For the most up-to-date terms and
http://facebook.com/aiavitalityau	conditions and to view the winner[s] visit
	https://resources.aia.com.au/oneLife-
	onechange-competition-winners.html
Competition Period	The common AiAi and common and a A
Competition Period	The competition commences at
	12:00pm on 17th January 2018
	(Melbourne time) and entries close at
	4:00pm on Friday 2 <sup>nd</sup> March (Melbourne
	time). After this time no further entries to
	the competition will be permitted.
Prize Details	This competition will have 35 weekly winners (7 individual prize winners drawn across each week over 5 weeks) and have 6 major prize winners (drawn at the end of the disclosed period.)
	Each week, the first drawn winner will receive a Garmin Vivofit 4 valued at \$170 RRP. The other 6 drawn winners will receive 1 x HOYTS LUX voucher (unrestricted, physical & valid for 6 months) valued at \$40 RRP.
	The major prize winners, drawn after the 5 weeks, will receive one of the following: 1 x Garmin Vivofit 4 watch valued at \$170 RRP; 1 x Jaggad voucher valued at \$500 RRP; 1 x Fitness First Premium Year-long membership valued at \$1,440 RRP; 1 x Virgin Active 12-month membership valued up to \$1,869.40 RRP; 1 x Fitness First 12-

month membership valued at \$910 RRP; 1 x endota spa voucher valued at \$250 RRP. The total prize pool is valued at up to \$7,081 RRP. The major prizes will be given in order of value with the most valuable being given to the first drawn winner and the least valuable to the sixth drawn winner. The Virgin Active membership is only available for branches in the Sydney and Melbourne metropolitan areas and the Fitness First membership is only available for branches in NSW, VIC and QLD. Prizes are subject to availability (including as to date and time), are not transferable or redeemable for cash and cannot be exchanged for any other prize. Eligible entrants This competition is open to: All persons who have submitted a #onechange pledge via AIA Vitality Australia's Facebook page through a pledge form. Australian citizens and permanent residents currently residing in Australia (excluding ACT) aged 18 years and over. The following persons are NOT eligible to enter this competition: Directors, officers, managers, employees, contractors and other staff members of AIA, and their immediate family members. Australian citizens and permanent residents currently residing in the A.C.T. **Entry Method** Entrants must complete and submit the #onechange entry form in full which can be obtained at http://facebook.com/aiavitalityau Any entrant that wishes to opt out of this competition must notify the Promoter before

	4:00pm (Melbourne time) on the Friday
	following the submission of their entry.
Number of entries per entrant	Each entrant may only submit one entry during the course of the competition. The entry can be submitted at any time during the competition period.
	Each entrant who has completed the #onechange entry form before 4pm on any Friday during the competition period, will be included in the weekly prize draw on the Friday of that week. Entries received after 4pm on a Friday during the competition period will go in the draw for the Friday of the following week.  Any entries received after 4pm on Friday February 23 will not be eligible.
	All eligible entrants (even if they have won a weekly prize) will receive an entry into the main prize draw.
Draw Details	The weekly prize draws will take place at 4.30pm (Melbourne time) each Friday for the duration of the campaign (26 January, 2 February, 9 February, 16 February, 23 February)
	The main prize draw will take place at 4.30pm (Melbourne time) on Friday 2 <sup>nd</sup> March.
	All draws will take place at AIA Australia Limited; Level 6, 509 St Kilda Road, Melbourne, 3004, Victoria.
	If an unclaimed prize draw is required, the unclaimed prize draw will take place at 4.00pm (Melbourne time) on 2 <sup>nd</sup> April 2018 at AIA Australia Limited, Level 6, 509 St Kilda Road Melbourne Vic 3004.
Determination of the winner[s]	The weekly winners will be the first 7 valid entries randomly drawn each week from all valid entries received. Weekly winners will not be eligible to win another weekly prize.
	The main prize winners will be the first 6 valid entries randomly drawn from all valid entries received across the five weeks. Weekly winners will also be eligible to win the main prize.

### Prize claim details

Weekly and major prize winners will be contacted via email by an AIA Australia representative providing them details on how to claim their respective prize.

Winners will receive an email within 5 days of both the weekly and major prize draw informing them if they have won a prize. All prize winners must claim their prize by replying to AIA Australia via email and providing the requested details for the prize to be distributed. This will be distributed via post or electronically via e-mail.

All winners must claim their prize by 12pm (Melbourne time) on the 30th March 2018. A winner will be deemed to have forfeited their prize if it is not claimed by this time and an unclaimed prize draw will be conducted and a new winner will be determined in accordance with these terms and conditions. Each winner of any unclaimed prize draw must claim their prize by 4:00pm (Melbourne time) on 13 April 2018.

Each winner must, on request from the Promoter:

- confirm they are able to accept the prize;
- sign for receipt for their prize and complete any other documentation reasonably requested by the Promoter;
- provide proof of identity and verification that they are an eligible entrant criteria to the Promoter, in a manner that is acceptable to the Promoter (in its discretion); and
- provide such further information and

	assistance as required for the purposes of issuing the prize.
Promotional Activities	Each entrant consents to participate in reasonable promotional activities surrounding this competition, their entry and/or the winning of any prize in accordance with these terms and conditions.  Upon submitting an entry, entrants agree to receive an eDM from AIA Australia.

## Other important information:

- 1. PROMOTER'S DISCRETION AND RIGHTS: The Promoter may, in its sole discretion (subject to any applicable regulatory approval), disqualify any entry, entrant or winner, or cancel or vary the competition (including any prizes), where in the Promoter's opinion: (i) a person has engaged in inappropriate, unlawful or improper conduct (including any conduct that may jeopardise the fair and proper conduct of the competition or is otherwise potentially damaging or insulting to the Promoter or another person) or is generally damaging to the goodwill or reputation of the Promoter, its related bodies corporates or any other entity or person associated with this competition; (ii) a person does not satisfy the entry requirements or otherwise breaches these terms and conditions; (iii) the entry is incomplete, inaccurate or ineligible, or infringes on the rights of any other person; or (iv) the Promoter cannot conduct the competition or aware a prize for any reason beyond its control. The Promoter's decision is final and no correspondence will be entered into.
- **2. PRIVACY**: By entering this competition, entrants acknowledge and agree that the Promoter will collect, use (including handling and storage) and disclose any personal and sensitive information in the manner described in its Privacy Policy available at aia.com.au (as updated from time to time), including exchanging their personal and sensitive

information with third parties located in Australia and overseas.

- 3. INTELLECTUAL PROPERTY: Entrants confirm that their entry is original to them and is not, and its use by the Promoter will not, infringe on any third party rights, including any intellectual property rights. Entrants consent to the Promoter (and any third party acting on its behalf) without compensation to them recording, using, reproducing, publishing and broadcasting any intellectual property owned by them and provided to the Promoter in connection with this competition to the public in any media, including in any form of print or electronic media, for purposes including but not limited to, marketing and advertising purposes, publicity, business purposes, social media and illustration, and grant the Promoter an irrevocable and transferrable license in any relevant intellectual property owned by them for this purpose. This provisions applies, without limitation, to the entrant's name, image, voice recording, biographical material, ideas, suggestions, remarks and/or any written notes or documents (including in any photograph, voice, sound or film recording or in any print or electronic representation), including any material submitted or developed as part of the entry process or awarding of any prize. Entrants agree to waive any intellectual property rights (including moral rights) owned by them to the extent required for this purpose.
- 4. LIMITATION OF LIABILITY: Entrants participate in this competition at their own risk. To the maximum extent permitted by law, entrants release the Promoter (and any third party acting on its behalf) from any liability, including but not limited to, any injury, loss or damage suffered or incurred, as a result of participating in this competition, the Promoter exercising its rights under these terms and conditions or in connection with accepting or using any prize. No responsibility will be taken by the Promoter, for late, lost, misdirect or misplaced entries or for prizes once they have left the Promoter's possession. All entries are deemed to be received at the time they are received by the Promoter and not at the time of submission by the entrant.
- **5. USE OF PRIZE**: Any arrangements, ancillary costs and expenses incurred, in taking and/or using the prize are the responsibility of the winner. The prize is subject to any additional terms and conditions specified by the supplier. All entrants acknowledge that tax and other

financial implications may arise from the prize and agree to seek advice prior to acceptance of their prize (if necessary). To the maximum extent by law, the Promoter and its associated agencies and companies make no warranties or representations and accept no responsibility for the quality or fitness for purpose or suitability of any prize or the failure of any prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated agencies and companies is limited to re- supplying the relevant goods or services or paying the cost of replacing them. These terms and conditions do not, and do not purport to, restrict, exclude or modify any statutory consumer rights under any applicable law.

## 6. PARENTS/GUARDIANS/LEGAL REPRESENTATIVES OF

**ENTRANTS:** If you are entering this competition on behalf of another person (for example, if you are the parent or guardian of a participant under 18 years of age, or are the guardian or legally recognised representative of the entrant), you must have the relevant authority to do so. The Promoter reserves the right to request proof of your authority and reserves the right to disqualify any entry, entrant or winner for failure to provide proof of your authority in a manner that is acceptable to the Promoter.

- 7. SOCIAL MEDIA: Advertising or other communication in connection with this competition may be conducted via social media channels. This competition is not sponsored, endorsed or administrated by any social media platform and each entrant releases the social media platforms from any liability. Entrants must comply with the AIA Australia Social Media House Rules available at
- http://resources.aia.com.au/rs/aiaaustralia1/images/AIA-Australia-Social-Media-House-Rules.pdf.
- **8. GENERAL ADVICE ONLY:** The information contained in this document and/or made available through this competition is of a general nature only and has been prepared without taking into account factors like the objectives, financial situation or needs of any individual. Before making any decision you should consider the appropriateness of the information, having regard to these factors. Before purchasing a product, view and consider the PDS and terms and conditions available at [aia.com.au].

- **9. NO MEDICAL OR OTHER ADVICE**: The information and activities provided as part of this competition are not medical, health, nutritional, fitness or other advice and not a substitute for advice or treatment. You should obtain professional advice or treatment from a medical practitioner, pharmacist or other appropriate health professional independently of this competition in relation to your personal circumstances and any health or medical condition prior to participating in this competition and as and when is necessary.
- 10. NO INFLUENCE ON FINANCIAL ADVICE: Entrants warrant that the nature and circumstances of the competition, their participation in the competition and the potential giving and acceptance of a prize, will not in any way influence the choice of financial product recommended to retail clients or the financial product advice given to retail clients, and the entrant's participation in the competition does not contravene any provision in Part 7.7A of the *Corporations Act 2001* (Cth). Entrants warrant that if, at any time, their choice of financial product recommended to retail clients or the financial product advice given to retail clients is influenced by the competition, they will immediately notify the Promoter and in doing so acknowledge that they will no longer be eligible to participate in the competition or receive a prize.