

# Coles Insurance 'Win A Car' Competition as at 6 July 2021

## **FULL TERMS & CONDITIONS**

### **General**

1. The competition is a game of chance and is authorised under the permits.
2. The material used to market and promote the competition forms part of the competition terms. If there is an inconsistency between the material used to market and promote the competition and the competition terms, the competition terms prevail.
3. The Promoter is Coles Pty Ltd, ABN 45 004 189 708, 800 Toorak Road, Hawthorn East VIC ("**Promoter**").  
Coles Pty Ltd and Coles Supermarkets Australia Pty Ltd (Coles) are authorised representative of IAL. Coles Car, Home and Landlord Insurance is issued by Insurance Australia Limited (ABN 11 000 016 722) (AFSL 227681) (IAL).

### **Eligibility to enter**

4. During the Promotional Period, anyone may enter the competition, provided that they:
  - (a) are 18 years or older;
  - (b) a resident of Australia;
  - (c) must hold a current valid Australian driver's licence;
  - (d) a new Coles Comprehensive Car Insurance policy holder who purchases the policy during the Promotional Period and holds the policy at time of draw and prize distribution (excludes cover notes, renewals, and current customers unless a new policy is purchased).
  - (e) not an employee or an immediate family member of the Promoter or an agent of the Promoter who has any direct involvement with the competition; and
  - (f) reside in an eligible Australian postcode – ineligible postcodes are 2899 and 6798.

### **Entering**

5. By entering the competition, entrants accept the competition terms.
6. To receive an entry in the prize draw, entrants must:
  - a) Purchase a new Coles Comprehensive Car Insurance policy between 12:01 pm (AEST) on 06/07/2021 and 11:59pm (AEDT) on 04/10/2021 ("**Promotional Period**") and hold the policy at time of draw and prize distribution.  
AND
  - b) Be opted-in to receive Coles Insurance Marketing communications by 11:59pm (AEST) on 04/10/2021. Opt-in can be made at time of purchase via the Coles Car Insurance website digital funnel or the Coles Insurance Call Centre. Coles Insurance Marketing communications opt-in preferences can also be updated post purchase by contacting Coles Insurance on 1300 265 374.
7. You may enter as many times as you like providing each entry includes the purchase of a new Coles Comprehensive Car Insurance policy and fulfils the entry criteria detailed in paragraph 6. The policy must also be active at the time of draw and prize distribution. For the avoidance of doubt, cancelled or lapsed policies will not be considered a valid entry.
8. If, subsequent to a qualifying entry, you do not wish to participate in the competition you must advise the Promoter by calling Coles Insurance on 1300 265 374 (Mon – Fri 8.00am – 9.00pm and Sat – Sun 8.00am – 6.00pm AEST).
9. The Promoter may disqualify any entrant who:
  - (a) enters the competition without being eligible;

- (b) tampers with the entry process;
  - (c) submits an entry that is not in accordance with the competition terms; or
  - (d) in entering the competition, engages in conduct which is fraudulent, misleading, deceptive or damaging to the goodwill or reputation of the competition or the Promoter.
10. Failure by the Promoter to exercise its rights under paragraph 9 does not constitute a waiver of the Promoter's rights under paragraph 9. If the entrant's contact details change, the entrant must notify the Promoter.

#### **Drawing winners**

11. The Promoter will draw the Winner from the pool of valid entries at the draw time on the draw date at the draw address.
12. The first valid entry drawn will be declared the Winner subject to the Promoter's rights under paragraph 9.
13. The Promoter will notify the Winner by phone or email and post the Winner's name and postcode at [www.coles.com.au/insurance](http://www.coles.com.au/insurance) on or before 19/10/2021.

#### **Awarding prizes**

14. The Promoter may request that the Winner provides proof of identity, proof of age or proof of residency to the Promoter's and Prize Supplier's reasonable satisfaction before awarding the prize. If upon request the Winner does not provide proof of identity, proof of age or proof of residency to the Promoter's reasonable satisfaction within 3 months after being selected as a winner, then the relevant Winner may be deemed to have forfeited their entitlement to their prize. In those circumstances the Promoter may reallocate the prize in accordance with paragraph 18.
15. In consideration of the Promoter awarding the prize to the Winner, the Winner:
- a. agrees to collect the prize from the collection location nominated by the Promoter, within 3 months after being drawn as the Winner. If the Winner does not collect the prize within 3 months after being drawn as the Winner, the Promoter may reallocate the prize in accordance with paragraph 17;
  - b. consents to the Promoter, without royalty or any fees, using his or her name, likeness, image, voice and entry in any marketing and promotion of the competition, the Promoter or the Promoter's business;
  - c. acknowledges that they may be requested to participate in media activity and sign a Release and Consent form prior to participating. The Promoter will provide the Release and Consent form to the Winner where required;
  - d. agrees that the prize is not transferable or exchangeable (other than as provided in these T&Cs) and cannot be taken as cash; and
  - e. agrees to comply with the Prize Supplier's requirements as follows;
    - i. the Winner must provide all information and sign all documentation necessary to enable the Prize Supplier to register the vehicle in the name of the Winner prior to collection;
    - ii. Receipt of a Prize vehicle is subject to the Winner being able to lawfully take possession of the Prize vehicle and comply with all registration and compulsory third-party insurance requirements of the state/territory in the state/territory the Winner elects to register the Prize vehicle;
    - iii. It is the responsibility of the Winner to confirm such conditions with the Prize Supplier or other relevant third parties.
16. If the prize is unavailable, the Promoter may substitute the prize with a substitute prize,

provided that the substitute prize is of the same or similar value or specification as the prize subject to legislative approval.

#### **Further Draw**

17. If for any reason, there are prizes that have not been collected within 3 months after the draw date the Promoter may conduct a further draw from the pool of valid entries at 10:00am (AEDT) on 13/01/2022 at Focal Promotions, 2/7 Stayner Street Beaumaris VIC 3193.
18. The first drawn valid entry the Promoter draws is the winner, subject to the Promoter's rights under paragraph 9.
19. The Promoter will notify any further draw winners by phone or email by 20/01/2022.

#### **Force majeure**

20. If there is a force majeure event which prevents or materially and adversely affects the Promoter's ability to market, promote and run the competition in accordance with the competition terms, the Promoter may cancel, terminate, modify, suspend or postpone the competition, subject to State Licensing Authorities approval.

#### **Liability**

21. The Promoter is not liable for any loss, expense, damage or liability suffered or incurred by entrants and winners in connection with the competition, including:
  - (a) any late, lost, altered, damaged or misdirected entries or prize acceptance, including delays due to technical disruptions or network congestion;
  - (b) any incorrect or inaccurate information caused by equipment or programming associated with or utilised in the competition;
  - (c) any technical error, including any omission, interruption, deletion, defect, delay in operation or transmission or communications line, telephone, mobile or satellite network failure; and
  - (d) any theft, destruction, unauthorised access to or alteration of entries; and
  - (e) any use of the prize or any tax liability incurred by the winner as a result of accepting the prize.
22. Nothing under paragraph 22 is intended to limit entrants or winners' rights under the *Australian Consumer Law 2010*.
23. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or the Prize Supplier and neither Facebook nor the Prize Supplier is liable for any loss, expense, damage or liability suffered or incurred by entrants and winners in connection with the competition, including anything detailed in Section 22.

#### **Personal information**

24. The Promoter collects personal information about entrants in order to run the competition, communicate with you as the Entrant to this Competition, award prizes and comply with the permits. Coles will share the Winner's personal information with Toyota Motor Corporation Australia (ABN: 64 009 686 097) who will share the personal information with a Toyota dealer near to the Winner's address, for the purpose of providing the prize. The Promoter uses and manages entrants' personal information in accordance with its Coles privacy policy [www.coles.com.au/Privacy](http://www.coles.com.au/Privacy). Coles may also share your personal information with third parties who support us in our marketing or promotional activities, which include Focal Promotions (ABN: 76 007 374 325). Coles will be unable to consider your entry into this Competition if you do not provide this information. Where you provide us with personal information about someone else (e.g. parents, siblings, other individuals), you must have their consent to provide their personal information to us. Coles will not disclose this

information provided by you unless required or authorised by law or in accordance with our Privacy Policy. Please contact Coles Customer Care on 1800 061 562 or via webform at <http://www.coles.com.au/customer-service/contact-us> for any privacy related queries. By entering the competition, each Entrant consents, without royalty or any fees, to the Promoter and Coles Group of Companies using their personal information for future marketing and promotional purposes.

## Meanings

25. In the competition terms, the following words have the following meanings:

<b>Word</b>	<b>Meaning</b>
Competition	Coles Insurance 'Win A Car' competition
Promotional Period	From 12:01pm (AEST) on 06/07/2021 to 11:59pm (AEDT) on 04/10/2021
Draw date & time	12/10/2021 at 10.00am (AEDT)
Draw address	Focal Promotions, 2/7 Stayner Street Beaumaris VIC 3193
Force majeure event	an event which is beyond the control of the Promoter, including: (a) vandalism, power failures, tempests, natural disasters, acts of God, global health emergencies, epidemics, pandemics, civil unrest, strike, war or terrorism; and (b) An infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion
Immediate family member	spouse, ex-spouse, de-facto spouse, child, step-child, parent, step-parent, grand-parent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin
Current customer	A Coles Comprehensive Car Insurance policy holder who purchased the policy outside of the Promotional Period and still holds the policy in-force
Permits	ACT Permit No TP 21/00998 NSW Permit No NTP/01976 SA Permit No T21/832
Prize Supplier	Toyota Motor Corporation Australia, 155 Bertie Street, Port Melbourne VIC 3207
Prizes	Total prizes: 1. Maximum prize pool value: up to \$42,376. <b>PRIZE INCLUSIONS</b> <ul style="list-style-type: none"> <li>• 1 x \$1,000 Coles Gift Card</li> <li>• 1 x Toyota RAV4 2.5L Hybrid GX Vehicle in Glacier White valued at \$37,070 RRP</li> <li>• 12 months registration</li> <li>• 12 months compulsory third party insurance (CTP)</li> <li>• maximum dealer delivery charge, and</li> <li>• stamp duty for the winner's State</li> </ul> <p>Please note actual driveaway price value may differ based on your delivery location, applicable statutory charges/taxes, and CTP requirements etc. in your state/territory.</p> <p>Prize does not include optional extras or accessories, comprehensive insurance and any other insurance not stated, fuel, personal costs and all</p>

other ancillary or related costs.

#### **PRIZE CONDITIONS**

##### Toyota Vehicle

- All Prize values are reflective of the recommended retail price and are in Australian dollars and are given at the opening date of the Promotion Period. The Prize Supplier takes no responsibility for any variations in the Prize values.
- Subject to agreement by the Prize Supplier, supplying dealer, stock availability, and colour availability, the winner may upgrade the vehicle's optional extras and accessories at their cost. Except as expressly stated in these Terms and Conditions, the supplying dealer will not provide a substitute model.
- If the Prize, or any part of the Prize, is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification. The Prize Supplier accepts no other liability or responsibility for any loss incurred by the Winner or any other party if the Prize, or any part of the Prize, is unavailable for any reason. The Prize Supplier and its representatives will not be liable for any damage to or delay in transit of prizes.
- The prize vehicle must be collected from a location stipulated by the Promoter which may be a Coles Supermarket location or Toyota dealership in close proximity to the Winner and it must be registered in the name of the winner as stipulated in the competition entry prior to collection. If the Winner is unable to collect the prize vehicle, the Winner may incur the cost of transporting the vehicle, if needed, to an alternate prize claim point as nominated by the Winner and deemed acceptable by the Promoter and Prize Supplier. Any costs associated with the transport of the vehicle to an alternate location will be the responsibility of the Winner.
- The Winner must provide all information and sign all documentation necessary to enable Toyota Australia to register the prize vehicle in the Winner's name as stipulated in the competition entry prior to collection. Receipt of the prize vehicle is subject to the Winner being able to lawfully take possession of the prize vehicle and comply with all registration and compulsory third-party insurance requirements of the State/Territory in which the Winner elects to register the prize vehicle.
- The Winner must have a current valid Australian driver's licence, as applicable. If the Winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then such Winner may assign the motor vehicle prize to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter and Prize Supplier take no responsibility for any such arrangements between the Winner and the assignee. The Winner must provide a representative of the Promoter with certified copies of all required documentation as detailed in terms 14 and 15 by the Promoter before the car is awarded

##### Coles Gift card

- Coles Gift Card prizes are subject to terms detailed at

	<p><a href="http://www.giftcards.com.au">www.giftcards.com.au</a></p> <ul style="list-style-type: none"> <li>The Coles Gift Card will be posted via mail to the address stipulated by the Winner (delivery to be tracked and acceptance to be signed for).</li> </ul>
Promoter	<p>Coles - 800 Toorak Road, Hawthorn East, Victoria 3123</p> <p>Coles Car, Home and Landlord Insurance is issued by Insurance Australia Limited (ABN 11 000 016 722) (AFSL 227681) (IAL). Coles Supermarkets Australia Pty Ltd (Coles) is an authorised representative of IAL. Insurance is issued by Insurance Australia Limited. ABN 11 000 016 722 AFSL 227681 (IAL).</p>
Website	<p><a href="http://www.coles.com.au/insurance">www.coles.com.au/insurance</a> valid from 06/07/2021</p>

Coles Supermarkets Australia Pty Ltd (Coles) is an authorised representative of the insurance issuer, Insurance Australia Limited (ABN 11 000 016 722 AFSL 227681). Any advice provided is of a general nature only and does not take into consideration your objectives, financial situation or needs. Before acting on any advice you should consider its appropriateness. You should read the Product Disclosure Statement before deciding whether to acquire an insurance policy.