

PRIZE INDEMNITY INSURANCE POLICY WORDING

General Product Information

The Policy is issued by Chubb Insurance Australia Limited ABN 23 001 642 020 AFSL 239687.

Our website can be visited at www.chubb.com/au

Important Relationships

YourCover Pty Limited ABN 35 169 038 466 AFSL 461299 (YourCover) has binding authority from the Insurer, Chubb Insurance Australia Limited ABN 23 001 642 020 AFSL 239687 (Chubb) to provide Prize Indemnity Insurance. Under this authority Chubb has appointed YourCover as its agent, on terms that an insured who deals with YourCover in relation to the insurance will have the same legal protection as if the insured had dealt directly with Chubb. YourCover acts on behalf of Chubb not you. Insure My Promo Pty Ltd ABN 43 619 585 634, AR 001256210 is an authorised representative of YourCover and also acts for Chubb.

Your Policy is issued electronically by Insure My Promo Pty Ltd trading as Promo in a Box.

YourCover Pty Limited ABN 35 169 038 466; AFSL 461299.
320 Adelaide Street, Brisbane, QLD 4000

Insure My Promo Pty Limited t/a Promo in a Box
ABN 43 619 585 634; AR No.001256210.
PO Box 130, Drummoyne, NSW 1470

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly.

The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 31,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base. Chubb is a major insurer of many of the country's largest companies. With five

branches and over 500 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

More information can be found at www.chubb.com/au

Contact Us

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
Tel: +61 2 9335 3200
Fax: +61 2 9335 3411
www.chubb.com/au

Duty of Disclosure

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Privacy Statement

In this Statement We, Our and Us means Chubb Insurance Australia Limited (Chubb).

You and Your refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle

Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our Website.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such as an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency, etc) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

Access to and correction of Your Personal Information

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

To request access to, update or correct your personal information held by Chubb, please complete this Personal Information Request Form and return it to:

Chubb Insurance Australia Limited
Email: CustomerService.AUNZ@chubb.com
Fax: + 61 2 9335 3467
Address: GPO Box 4907, Sydney, NSW 2001

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907

Sydney NSW 2001
Tel: +61 2 9335 3200
Email: Privacy.AU@chubb.com

Complaints and Dispute Resolution

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

Stage 1 – Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
Tel: 1800 815 675
Email: Complaints.AU@chubb.com

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if we cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

Stage 2 – Internal Dispute Resolution Procedure

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
Tel: +61 2 9335 3200
Fax: +61 2 9335 3411
Email: DisputeResolution.AU@chubb.com

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Stage 3 – External Dispute Resolution

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
Tel: 1800 931 678 (free call)
Fax: +61 3 9613 6399
Email: info@afca.org.au / info@fos.org.au
www.afca.org.au / www.fos.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

Financial Claims Scheme

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the *Corporations Act 2001* (Cth).

We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to <https://www.fcs.gov.au> for more information.

Your Insurance Policy Wording

Insuring Clause

In consideration of payment of the Premium (including taxes and duties) by **You**, the **Insurer** agrees to indemnify **You** subject to the terms and conditions of this **Policy**, for the **Prize Value** specified in the **Schedule** should the **Prize** be won by a **Participant** during the **Insured Promotion** and the Period of Insurance shown in the **Schedule**.

This **Policy** is subject to the **Policy Deductible** stated in the **Schedule** which is the first amount paid by **You**, should the Insuring Clause above be satisfied, at **Your** own risk and uninsured.

The maximum amount payable under this **Policy** shall not exceed the **Prize Value** or the **Policy Limit**, both as stated in the **Schedule**.

Insured's Agreement

You agree that as of the start date of the Period of Insurance of this **Policy** as set out in the **Schedule**, all material arrangements have been made for the successful fulfilment of the **Insured Promotion** and any license or permit required to be held for the **Insured Promotion** has been procured.

You declare that to the best of **Your** knowledge, the **Insured Promotion** is not and will not be held in violation of any law or statute and any relevant **Regulatory Approvals** have been obtained. Furthermore, **You** confirm that **You** have read and complied with **Your** Duty of Disclosure under the Insurance Contracts Act 1984 (Cth) and understand that failure to comply with this Duty of Disclosure may entitle the **Insurer** to reduce its liability under this **Policy** or, if the non-disclosure was fraudulent, the **Insurer** may have the option to avoid this **Policy** from its beginning.

Definitions

An explanation of what words mean. These words will have the same meaning wherever they appear in bold letters within this **Policy**, the **Schedule** or any **Policy** Endorsements and Extensions. Please read these words and the **Policy** carefully.

Application Form means the Promo in a Box Online Prize Insurance Application Form which must be completed in full prior to the insurance under this **Policy** coming into force.

Insured Promotion means the **Insured Promotion** shown in the **Schedule**.

Insurer means Chubb Insurance Australia Limited ABN 23 001 642 020.

Material Facts means those facts which are likely to influence a prudent insurer in determining:

- whether or not to accept the **Risk Covered** or any subsequent amendment;
- the Premium; or
- the conditions, exclusions and limitations.

Participant means any individual, selected to participate in the **Insured Promotion** for which the Premium (including taxes and duties) has been paid and included in the **Schedule**. The number of **Participants** and attempts noted in the **Schedule** must not be exceeded.

Policy means this document, the **Schedule** and any other document **We** tell **You** forms part of **Your Policy**.

Prize/Prize Value means the item or amount of money described in the **Schedule** up to the dollar value noted in the **Schedule**.

Promotion Location means the **Promotion Location** as shown on the **Schedule** where the **Insured Promotion** will be held including the City and State as disclosed in the **Application Form**.

Regulatory Approvals means all current and valid grants, authorisations, permits, licenses or written consents required at law including but not limited to competition laws, authorisations or permits that must be obtained prior to marketing and advertising the **Insured Promotion**, and which must be maintained without derogation or limitation until completion of the **Insured Promotion** by **You** to enable the **Insured Promotion** to take place at the **Promotion Location** including any limitations or restrictions on the number of **Participants** as issued by any applicable regulatory or enforcement body or authority including but not limited to any State or Territory Government, local Government, local Council or Shire with jurisdiction over the **Promotion Location**.

Risk Covered means the **Insured Promotion** including its structure, mechanics, **Prize Value** and probability as shown in the **Insured Promotion** and **Risk Covered** sections of the **Schedule**.

Schedule means the attachment to this **Policy** which sets out **Your** details and the details of the **Insured Promotion** and the Period of Insurance.

We/Us/Our/Chubb means Chubb Insurance Australia Limited ABN 23 001 642 020 AFSL 239687.

You/Your/Insured means the **Insured** as set out under "Your (business) name" in the **Schedule**.

Policy Conditions

The following conditions apply to this **Policy**. It is a condition precedent to **Our** liability under this **Policy** that **You**:

1. have truthfully declared all **Material Facts** having made all necessary enquiries to establish those facts.
2. have declared that all information contained in the **Application Form** or supplied to support such application or other application for this **Policy** is in all respects true and complete and unchanged at the inception of this **Policy**. Further, **You** accept that all such information is material, such items form the basis of this **Policy** and are incorporated within this **Policy**.
3. have no knowledge at the **Policy** inception date, of any undisclosed matter, fact or circumstance, actual or threatened that increases or could increase the possibility of a claim under this **Policy** beyond that declared to and agreed by the **Insurer(s)**.
4. have paid the Premium (including taxes and duties) due in accordance with the terms contained in this **Policy**.
5. have a legal liability to pay a third party upon the happening of the contingency as stated under **Risk Covered** in the **Schedule** for which insurance coverage is provided by this **Policy**.
6. shall observe and comply with all **Regulatory Approvals** pertaining to the **Risk Covered** and **Insured Promotion**.
7. shall ensure that all necessary contractual arrangements pertaining to the **Risk Covered** are made and confirmed in writing and that all necessary authorisations (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licenses, permits, visas, copyrights and patents) be obtained in a timely manner and valid for the **Risk Covered**.
8. shall ensure that the identity of the **Insurer(s)** is not disclosed any third party without the prior written consent of **Insurer(s)**.

General Conditions

General conditions that are applicable to this **Policy**:

1. This **Policy** and **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or **Schedule** shall bear such meaning wherever it may appear.
2. **You** shall observe and fulfil the terms and conditions contained or endorsed within this **Policy**.
3. The Premium (including taxes and duties) and any expense incurred in the formulation of a claim applicable to this **Policy** shall not be recoverable items.
4. The **Insurers** reserve the right to pursue an action for recovery from any party, whether before or after payment of a claim, at their sole discretion and in the name of the **Insured** or otherwise. In the event of any claim payment under this **Policy**, where permitted by law, the **Insurers** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery and the **Insured** shall execute all papers required and shall do everything that may be necessary to secure such rights.
5. No suit shall be brought upon this **Policy** unless **You** have complied with all the provisions of this **Policy** and have commenced suit within twelve (12) months after the loss occurs.
6. This **Policy** may not be assigned in whole or in part without **Our** prior written consent.
7. If the Premium (including taxes and duties) specified in the **Schedule** is subject to adjustment, the **Insured** shall maintain all records necessary to enable the Premium (including taxes and duties) to be adjusted on the basis specified in the **Schedule** and shall at all reasonable times permit the **Insurers** or their duly appointed representatives to examine and verify such records. At the end of each Period of Insurance specified in the **Schedule** (being at the expiry of this **Policy**) the **Insured** shall declare to the **Insurers** such information to enable the Premium (including taxes and duties) adjustment to be calculated and pay to the **Insurers** any additional Premium (including taxes and duties) due.
8. All claim payments due under the terms and conditions of this **Policy** shall be made payable to **You**, unless otherwise agreed in writing with the **Insurers**. Payment of such claims by the **Insurers** to the **You** or a party pre-nominated by **You** shall be a sufficient and complete discharge of all of the **Insurers'** obligations to **You** and any party nominated by **You** in connection with said claims.
9. **You** agree to reimburse **Insurer(s)** in full to the extent that sums received from **Insurers** and payable by the **Insured** to third parties are subsequently recovered or recoverable by the **Insured**.
10. Any savings following adjustment of a claim and salvage or recoveries as a result of a claim payable under this **Policy** shall accrue to the benefit of **Insurers**.
11. It is mutually agreed that this **Policy** shall be governed and construed in accordance with the laws and jurisdiction of Australia and the State or Territory of the **Promotion Location**, whose courts shall have exclusive jurisdiction.
12. **Your** directors, officers and employees and / or any other company / person(s) in a position to manipulate the outcome of the **Risk Covered** shall be ineligible for any payment from **Insurers** associated with the **Risk Covered**.
13. At all times **You** shall act with care, diligence and in a prudent manner so as to neither aggravate any loss nor increase the possibility of loss beyond that which, but for such failure to so act, might otherwise have been sustained or incurred under this **Policy**.
14. This **Policy** does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the **Policy** remain unchanged.

Exclusions applicable to this Policy

What is not covered by this Policy

This **Policy** does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

1. **Your** lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, under this **Policy**.
2. Alterations or variances of the **Insured Promotion** without **Our** prior written approval.
3. Any fraud, intentional misrepresentation or concealment by **You**.
4. Any contractual breach or dispute by **You** or any party contracted to **You**.
5. Withdrawal, insufficiency or lack of finance howsoever caused including but not limited to;
 - the financial failure of any venture;
 - lack of or inadequate receipts, sales or profits of any venture;
 - variations in the rate of exchange, rate of interest or stability of any currency; or
 - financial default, insolvency, or failure to pay of any person, corporation or entity;
 whether a party to this **Policy** or otherwise.
6. Where permitted by law, any happening which is insured by or would, but for the existence of this **Policy**, be insured by any other **Policy(s)** except for any excess beyond the amount which would have been payable under such other **Policy(s)** had this **Policy** not been effected.
7. Erroneous printing or duplication.

Cancellation of this Policy

This **Policy** may be cancelled at any time at the request of the **Insured**. **We** reserve the right to retain the full Premium (including taxes and duties). **We** may determine if a pro rata refund of the Premium would be applicable, and if so, on what basis.

We may also cancel this **Policy** on any grounds set out in the Insurance Contracts Act 1984 (Cth) by giving **You** written notice of such cancellation. The insurance cannot commence without the full payment of the Premium (including taxes and duties).

Cover will end on the earlier of:

1. the date **You** or any other **Insured** person does not comply with the **Policy** terms and conditions;
2. the end of the Period of Insurance shown on the **Schedule**; or
3. when this **Policy** is cancelled by **You** or any other **Insured** person at **Your** request or by **Us** pursuant to the Insurance Contracts Act 1984 (Cth).

How to make a claim under this Policy

You or someone with appropriate authority acting on **Your** behalf must:

Report loss as soon as possible

Any occurrence or loss which may give rise to a claim under this **Policy** should be reported to **Us** in writing as soon as possible and in any event within thirty (30) calendar days after **You** become aware of such loss.

If **You** wish to make a claim the contact e-mail address is: aus.property@chubb.com

Proof of loss

Written proof of loss must be given to **Us** as soon as possible and, in any event, within thirty (30) calendar days after receipt of Notice of Claim, together with original copies of all relevant documentation. **You** will at **Your** expense, provide **Us** with such certificates, information and evidence as **We** may from time to time require, in a form prescribed by **Us** including the provision of any **Regulatory Approvals**, as required by **Us**.

Before **We** have an obligation to pay a claim under this **Policy**, **You** shall as often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by **Us** at such reasonable time and place as may be designated by **Us** or **Our** representatives.

So far as is in **Your** power **You** shall cause **Your** employees and all other persons interested in the **Risk Covered** to comply with the foregoing.

No such examination under oath or examination of books or documents, nor any other act of **Ours** or **Our** representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which **We** might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to **Our** liability.

Payment of claims

Indemnity for a claim will be paid to **You** or as **You** direct. Unless otherwise specified in a particular section, all other indemnities will be payable to **You**.

Fraudulent claims

If any claim under this **Policy** is fraudulent in any respect, or if any fraudulent means or devices are used by **You**, or anyone acting on **Your** behalf to obtain benefits under this **Policy**, **We** may be entitled to reduce in whole or in part **Our** liability under this **Policy** for such claim. Please refer to **Your** duty of disclosure obligations.

Version 1.02

