

WIN AN APPLE IPAD MINI BY BINDING ON BINDIT

Terms and Conditions

Participation

1. This competition ("**Competition**") is conducted by Berkley Insurance Company ABN 53 126 559 706 t/as Berkley Insurance Australia ("**Promoter**") of Level 7, 321 Kent Street, Sydney NSW 2000.
2. All entry instructions and prize information published by the Promoter form part of these terms and conditions. By entering, entrants accept these terms and conditions.
3. The Competition is only open to individuals who: (i) are Australian residents aged 18 years or older at the time of entry, and (ii) are employed or otherwise engaged by an insurance broker that is authorised by the Promoter and registered to use the Promoter's bindIT platform ("**Eligible Entrant**").
4. Competition entry commences at 12:00am on Monday, 21 March 2022 and closes at 11:59pm on Saturday, 30 April 2022 ("**Entry Period**"). Unless otherwise stated, all times are Australian Eastern Daylight Time.

Entry

5. In these conditions:
 - (a) "**Competition Website**" means <https://berkleyinaus.com.au/competition-terms-conditions/>
 - (b) "**Eligible Insurance Policy**" means a Management Liability Insurance Policy or IT Liability Insurance Policy.
 - (c) "**Issuer**" means Berkley Insurance Company ABN 53 126 559 706, AFSL 463129
6. To enter the Competition, an Eligible Entrant must, during the Entry Period use the bindIT platform to bind a new Eligible Insurance Policy with the Issuer. An Eligible Entrant will receive one (1) entry for each binding of a new Eligible Insurance Policy. The Issuer's normal underwriting criteria apply. An Eligible Entrant will not receive any entries into the Competition for: (i) varying or renewing an existing Eligible Insurance Policy with the Issuer; or (ii) binding a new Eligible Insurance Policy with the Issuer and cancelling or giving notice of cancellation of that same Eligible Insurance Policy during the Entry Period.
7. To be a valid entry, the Eligible Entrant must, during the Entry Period, provide all details required by the Promoter. Entrants may only enter the Competition in their own name. Multiple entries are permitted, but each entry must comply with these terms and conditions. No entries will be accepted outside the Entry Period.
8. Entries must be received by the Promoter during the Entry Period. Entries will be deemed received at the time that the Promoter is satisfied that all necessary requirements under clause 6 have been met and not at the time of submission by the Eligible Entrant. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or delays or failure in any equipment or service used to administer this Competition.
9. Each Eligible Entrant warrants and agrees that they have created the entry themselves and they are entitled to reproduce and exploit all underlying works in the entry.
10. Each Eligible Entrant acknowledges and agrees that the Promoter has the right, in its absolute discretion, to edit, amend, copy, reproduce, use, publish, broadcast and communicate to the public, the entry in any media, without any further consultation, reference, payment or other compensation. Each Eligible Entrant also agrees that they will not make any claim against the Promoter arising from the exercise of these rights, including claims in relation to any moral rights that they may otherwise have.
11. The Promoter may, in its absolute discretion, declare any entry invalid or disqualify any entrant that submits an entry that is incomplete or not in accordance with these terms and conditions, or otherwise acts in a manner that is dishonest or calculated to adversely impact the fair and proper conduct of this Competition.

12. The Promoter reserves the right to require an entrant to verify the validity of their entry within the requested time, including but not limited to an entrant's identity, age and association to a broker registered to use bindIT. The Promoter reserves the right to disqualify any entrant who does not satisfy any entry criteria in these terms and conditions. Errors and omissions may be accepted at the Promoter's discretion. Proof considered suitable for verification is at the Promoter's discretion.

Draw and Prize

13. All valid entries received during the Entry Period will be entered into the prize draw. The random prize draw will be conducted using a web-based generator and will be held by 4.00 pm on Wednesday, 3 May 2022 at Level 7, 321 Kent Street, Sydney NSW 2000.
14. There is one (1) prize to be won. The first valid entry randomly drawn will win the prize. The Promoter may draw reserve entries in a prize draw and record them in order to use in the instance an invalid entry or ineligible entrant is drawn, or if a prize is not claimed in accordance with these terms and conditions ("**Reserve Entrants**").
15. The prize is an Apple iPad mini 64GB Wi-Fi.
16. The total prize pool is valued at \$749 including GST. A prize value is the recommended retail value provided by the relevant supplier. The Promoter takes no responsibility for any variation in a prize's value due to changes in the recommended retail value or otherwise.
17. Any additional costs not expressly stated, but which may be incurred in accepting and using the prize, are the responsibility of the winner.
18. No compensation will be payable if a winner is unable to take any element of a prize. Any part of a prize that is not taken for any reason is forfeited and no compensation will be provided.
19. If a prize (or part of a prize) is unavailable for any reason, the Promoter may, in its absolute discretion, substitute alternative goods or services of equal or higher value, subject to the approval of any relevant gaming authority, where required. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a prize (or part of a prize) is unavailable for any reason.
20. Other than as expressly stated in these terms and conditions, a prize is non-transferable, non-refundable, non-exchangeable, non-replaceable, and non-redeemable for another prize including cash, except at the Promoter's discretion and subject to relevant legislation.

Prize Winner

21. The winner will be notified on the same day of the draw by a phone call and email, using the details provided in their entry. The prize notification will include instructions as to how the winner can receive their prize.
22. The name of the winner will also be published on the Competition Website and the Promoter's LinkedIn page by 4.00 pm on Friday, 6 May 2022.
23. The prize will only be awarded following any winner validation and verification that the Promoter requires in its absolute discretion.
24. If: (i) the prize is not claimed by a winner or the Promoter has been unable (despite reasonable efforts) to successfully contact the winner on or before 27 May 2022; or (ii) the prize is forfeited for any reason; or (iii) the winner is determined by the Promoter to be ineligible to win the prize in accordance with these terms and conditions, the prize will be forfeited and instead awarded to an Eligible Entrant from the list of Reserve Entrants, or, if required, to another Eligible Entrant in a redraw. Any redraw will be made from a pool of the remaining Eligible Entrants and will take place at 12:00pm on 30 May 2022 at the same location as the original draw, with any unclaimed prize awarded to the next valid entry randomly drawn. This process will be repeated if required.

25. The resulting reserve winner or redraw prize winner will be notified within 2 business days of the redraw by a phone call and email using the details provided in their entry.

General

26. If for any reason this Competition is not capable of running as planned, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition, subject to the approval of any relevant gaming authorities, where required.
27. The Promoter assumes no responsibility for (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers; (ii) any theft, destruction or unauthorised access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of administering this Competition (whether as a result of one of the above causes or otherwise); or (v) any delay in delivery (when not directly caused by the Promoter or its supplier), or failure of safe delivery of a prize.
28. If any dispute arises between you and the Promoter concerning the conduct of this Competition or claiming a prize, the Promoter will take reasonable steps to consider your concerns, taking into account any facts or evidence put forward, and to respond to it fairly within a reasonable time. All of the Promoter's decisions in relation to all aspects of this Competition are final and no further correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
29. The Promoter may communicate or advertise this Competition using social media platforms i.e. Facebook and LinkedIn ("**Social Media Platform**"). Each entrant completely releases the Social Media Platforms from any and all liability in relation to this Competition, and acknowledges that this Competition is in no way sponsored, endorsed or administered by, or associated with, any Social Media Platform. Eligible Entrants provide their information to the Promoter and not to any Social Media Platforms.

Privacy Statement

30. Entrants' personal information is collected from them by or on behalf of the Promoter to enable the Promoter to manage, administer and promote the Competition and, where applicable, publicise the winner. The personal information may also be provided to persons assisting the Promoter, including prize suppliers and media outlets. The winner's name will be announced at the Steadfast Convention, and published on the Competition Website and Promoter's LinkedIn page. By participating in the Competition, Eligible Entrants consent to the use and disclosure of their personal information.
31. If an Eligible Entrant does not provide the personal information the Promoter requests, the Promoter may not be able to enter them into the Competition. All personal information is handled in accordance with these terms and conditions, and the Promoter's Privacy Policy (which is available online at <https://berkleyinaus.com.au/privacy-policy/>). Information about how to access or correct the personal information that the Promoter holds about you, or complain, can also be found in the Promoter's Privacy Policy.