

CONTINGENCY INSURANCE - PROMOTION

CERTIFICATE WORDING



A.I.S. Insurance Brokers Pty Ltd
Contingency Insurance Division
137 Moray Street South Melbourne Vic 3205

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LLOYD'S

CERTIFICATE OF INSURANCE

Effected through
A.I.S. Insurance Brokers Pty Ltd
(hereinafter called the Coverholder)

THIS IS TO CERTIFY that in accordance with the authorization granted under Contract No. B0868PFDBA1603162 to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract, and in consideration of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

SCHEDULE

Certificate No:	T150797(203)
The Assured:	Lifeflight
Rate:	
Premium	\$7,648.50
GST	\$764.85
Stamp Duty	\$757.20
Administration	\$764.95
Administration GST	\$76.50
Total	\$10,012.00
Period of Insurance:	
Inception	19/02/2019
Expiry	6/04/2019
The details are:	
INSURED:	Lifeflight
PROMOTION:	Scan To Win
DRAW DATE:	5 April 2019
DRAW LOCATION:	The Wandiny Room, Novotel Twin Waters Resort, 270 Ocean Dr, Twin Waters Qld 4564
INTEREST:	Insured's legal liability to indemnify one(1) third party who successfully selects the correct winning barcode from not less than twenty (20) approved barcodes.
CONDITION:	Warranted one barcode in the approved form is affixed to each Netball
LIMIT OF LIABILITY:	AUD \$50,990 any one event and in the aggregate
EXCESS/SELF-INSURANCE:	Nil
PROBABILITY:	The contestant has a mathematical probability of winning the insured prize of 1 in 20
TERRITORIAL LIMITS:	Commonwealth of Australia
JURISDICTION:	The Insurance shall be governed by the laws of Commonwealth of Australia subject to the exclusive jurisdiction of the courts of Commonwealth Australia.
APPLICATION AND EQUIPMENT USE:	The conduct of the draw is subject to the terms and conditions detailed in the 'Prizetech Application and Equipment Use Agreement'. A copy is available at

<http://www.prizetech.com.au/wp-content/uploads/2018/09/2018-Prizetech-Application-and-Equipment-Use-Agreement-1.pdf> or by calling AIS Insurance on (03) 8699 8888.

This premium is a minimum and deposit premium and no return premium will apply.

This certificate is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to the Coverholder shown above in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with you, you should contact:

Lloyd's Underwriters' General Representatives in Australia
Level 9
1 O'Connell Street
Sydney NSW 2000
Telephone Number: (02) 8298 0700
Facsimile Number: (02) 8298 0788
Email: ldraustralia@lloyds.com

who may refer your dispute to Lloyd's Complaints team in the UK.

Complaints that cannot be resolved by Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

The Underwriters hereon agree that:

- (i) In the event of a dispute arising under this Insurance, the Underwriters at the request of the Assured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- (ii) any summons notice or process to be served upon the Underwriters may be served upon :
Lloyd's Underwriters' General Representatives in Australia
Level 9
1 O'Connell Street
Sydney NSW 2000
who has authority to accept service and to enter and appearance on the Underwriters' behalf, and who is directed at the request of the Assured to give a written undertaking to the Assured that he will enter an appearance on the Underwriters' behalf.
- (iii) if a suite is instituted against any one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

The amount of premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Coverholder placing Insurance.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

A.I.S. Insurance Brokers Pty Ltd
137 Moray Street South Melbourne 3205
Telephone 03 8699 8888
Facsimile 03 8699 8899

IN WITNESS WHEREOF this certificate has been signed:

Date 27 February 2019



A.I.S. Insurance Brokers Pty Ltd (Coverholder)

LMA3083 (Australia)
Form approved by Lloyd's Market Association

effected through

**A.I.S. Insurance Brokers Pty Ltd
(hereinafter called the Coverholder)**

THIS CERTIFICATE OF INSURANCE confirms that in return for payment of the Premium shown in the Schedule, certain Underwriters at Lloyd's have agreed to insure you, in accordance with the wording attached to this Certificate.

You or your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the Coverholder shown above. In the event of loss, each Underwriter (and their executors and administrators) is only liable for their own share of the loss.

In accepting this Insurance, the Underwriters have relied on the information and statements that you have provided. You should read this Certificate carefully and if it is not correct contact the Coverholder. It is an important document and you should keep it in a safe place with all other papers relating to this insurance.

DUTY OF DISCLOSURE

YOUR DUTY OF DISCLOSURE

INSURANCE CONTRACTS ACT 1984 (CTH) S.21

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, which 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.

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 it 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 claim and treat the contract as if it never existed.

FORM TAL (IX) QUANTITATIVE WORDING ATTACHING TO POLICY

This Policy, the Schedule and any information and statements you have provided 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 specific meaning wherever it may appear.

WHEREAS the INSURED named in the Schedule hereto (hereinafter called "the Insured") has by information and statements which shall form the basis of the Contract and be deemed to be incorporated herein, applied to Lloyd's Underwriters (hereinafter called the Underwriters) for the Insurance hereinafter contained and has paid the premium as consideration for such Insurance.

THE UNDERWRITERS agree to pay to the Insured subject to the terms and conditions contained herein or endorsed hereon against loss or damage sustained or incurred during the period of Insurance and more particularly defined in the Schedule attached hereto.

PROVIDED ALWAYS THAT:-

- i) the liability of the Underwriters shall in no case exceed the aggregate limit of liability as stated in the Schedule
- ii) the Insured shall bear the Excess/Self-insurance stated in the Schedule as the amount to be borne by the Insured.

WARRANTIES

It is warranted by the Insured that at the inception of this insurance:

- i) the Insured has truthfully declared all material facts likely to influence a reasonable Underwriter in determining:-
 - a) whether or not to accept the risk
 - b) the premium
 - c) any conditions, exclusions and limitations,having diligently made all necessary enquiries to establish those facts.
- ii) the Insured has no knowledge or information of matter, fact or circumstance, above that advised to and agreed with the Underwriters, which is likely to give rise to a loss hereunder.
- iii) the identity of the Underwriters in respect of this Policy is not disclosed by the Insured to any third party without the written consent of Underwriters.
- iv) the Insured;
 - a) has accepted the legal liability to pay a third party upon the happening of the contingency (as stated in the Schedule) for which insurance coverage is provided herein,
 - b) shall observe and comply with all applicable laws, ordinances and regulations whether federal, state or local,
 - c) shall ensure that all necessary licenses and permits are obtained and remain current for the period of this Policy.
 - d) has made all arrangements for the proper fulfilment of the promotion consistent with sound commercial and legal practice.

EXCLUSIONS

Notwithstanding anything contained to the contrary in the Rules and/or Regulations of the insured promotion, the Underwriters shall not be liable for any loss directly or indirectly caused by, consequent upon, contributed to or resulting from any of the following;

- A)
 - i) withdrawal, insufficiency or lack of finance howsoever caused,
 - ii) the financial failure of any venture,
 - iii) lack of or inadequate receipts, sales or profits of any venture,
 - iv) variations in the rate of exchange, rate of interest or stability of any currency,
 - v) financial default, insolvency or failure to pay of any person, corporation or entity,
 - vi) lack of adequate response or adequate financial or other support or withdrawal of such support by any party.all (i) to (vi) whether involving a party to this Insurance or otherwise.
- B) actual or threatened war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection military or usurped power, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
- C) civil commotion assuming the proportions of or amounting to a popular rising, riot, martial law or the act of any lawfully

constituted authority.

- D) destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- E) destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss and/or any legal liability of whatsoever nature directly or indirectly caused by, or contributed to by or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - iii) seepage or pollution or contamination unless it is discovered during the period of this Insurance and is the direct cause of a loss hereunder.
- F) breach of contract by any party to this Insurance unless demonstrably caused by an event beyond the control of the party breaching the contract.
- G) any loss which at the time of the happening of such loss is insured by, or would but for the existence of this Policy be insured by any other existing Policy or Policies, except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
- H) the Insured's lack of due care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss hereunder.
- I) erroneous printing or duplication.
- J) infidelity and/or dishonesty by or in collusion with the Insured and/or their employees, agents or any person or persons connected with the insured promotion.
- K) failure of the Insured's computer systems.
- L)
 - i) the payment of the promotion prize to any person who is a director, officer or employee of the Insured, or is in any way directly or indirectly connected with the management of the promotion, the computer systems or the security systems employed therein.
 - ii) the payment of the promotion prize to any person who is ineligible to receive such prizes due to their breach of any of the Rules and/or Regulations and/or of the law governing their participation in the insured promotion.
 - iii) the payment of the promotion prize to any person who is substituted to the position of winner in place of any person excluded by reasons of L a) or L b) above.
- M) the payment of any prize other than that detailed in the Schedule.

CONDITIONS PRECEDENT

It is a condition precedent to liability under this Policy that;

- 1) the Insured shall use due diligence and do all things reasonably practicable to avoid or diminish any circumstance that increases or could increase the likelihood of a loss above that advised to and agreed with the Underwriters.
- 2) the Insured shall fully comply with all terms and conditions contained within this Policy and any endorsements including but not limited to anything to be done or complied with by the Insured. The Insured shall at all times provide full and truthful information.
- 3) in the event of any happening likely to give rise to a claim the Insured shall;
 - i) give immediate notification to person(s) named in the Schedule.
 - ii) make no admission of liability without the prior written consent of the Underwriters.
 - iii) prove the loss to the satisfaction of the Underwriters.
 - iv) assist in the assessment of any claim under this Policy by producing for inspection all books and documents and giving all information and explanations, which are reasonably necessary to establish and assess the loss hereunder.
 - v) Submit to examination under oath.
- 4) the Insured shall not assign or transfer this Policy without the written consent of the Underwriters.
- 5) the Insured shall at the expense of the Underwriters and in the name of the Insured do and concur in doing and permit to be done such acts and things as may be necessary or reasonably required by the Underwriters, for the purpose of enforcing

any rights and remedies against, or of obtaining relief or indemnity from, other parties to which the Underwriters shall be or would become entitled or subrogated upon the Underwriters paying any loss under this policy whether such acts and things become or be necessary or required before or after such payment.

- 6) the Insured fully complies with all recommendations made by the Security Consultants as named in the Schedule.
- 7) the Insured undertakes to ensure that only the prize(s) that fall within the full Rules and/or Regulations of the insured promotion and terms and conditions of this Policy are honoured by them.
- 8) each entry has a mathematical possibility of winning the insured prize of that stated in the Schedule.

CONDITIONS

1. the premium hereon is deemed fully earned at inception and no cancellation or return premium shall be allowed without the consent of the Underwriters.
2. any claim or statement found to be false or fraudulent will give Underwriters the right to avoid the policy from the date of discovery of the aforesaid false or fraudulent claim or statement and no premium will be returnable. Furthermore Underwriters shall have no liability in relation to any claim where a false or fraudulent statement is made.
3. in the event of any circumstances giving rise to a claim hereunder and if the claim being adjusted in accordance with Policy terms and conditions shall be reduced by any savings such saving shall accrue to the benefit of the Underwriters.
4. the premium and any expense incurred for the insurance by this Policy is deemed not to be an expense in the assessment of any claim hereunder.
5. if the premium specified in the Schedule is subject to adjustment, the Insured shall keep during the entire currency hereof the records necessary to enable the premium to be adjusted on the basis specified in the Schedule and shall at all reasonable times permit the Underwriters by their duly appointed representatives to examine and verify such records. At the end of each period specified in the Schedule and at the expiry of this Policy the Insured shall declare to the Underwriters such particulars for premium adjustments and pay to the Underwriters any additional premium due.
6. this Policy shall be governed by the laws of the country or state stipulated in the Schedule whose courts shall have jurisdiction in any dispute arising hereunder.
7. the security and oversight of all proceedings in connection with the insured promotion is to be undertaken and approved by the Security Consultants as named in the Schedule, the cost of which is to be borne by the Insured.

FRAUDULENT CLAIMS CLAUSE (AUSTRALIA)

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Assured or anyone acting on the Assured's behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of the Assured, the Underwriter, without prejudice to any other right(s) they might have under this Policy, shall be entitled to refuse to pay such claim.

Sanction Limitation and Exclusion

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit, would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Commonwealth of Australia, United Kingdom or United States of America.

FINANCIAL SERVICES GUIDE

Date: 1st April 2014

A.I.S. Insurance Brokers Pty Ltd

About the Financial Services Guide

This Financial Services Guide (FSG) contains information about A.I.S Insurance Brokers Pty Ltd (AFS Licence Number 255304) and services we can offer you in relation to insurance and financial services, how we, staff and others are paid, your rights and responsibilities as a client, any potential conflict of interests we may have, internal and external disputes resolution procedures and how you can access them and arrangements we have in place to compensate for clients losses. This FSG is effective April, 2014 and remains valid unless a further FSG is issued to replace it. In which case, we will provide you with a copy, alternatively, you can instruct us to provide you with a copy via post, fax, email or any of the contact information provided above.

A.I.S Insurance Brokers Pty Ltd are licensed as a General Insurance Broker to deal in, and advise on general insurance products for wholesale and retail clients.

Who Is Responsible For The Financial Services Provided

A.I.S Insurance Brokers Pty Ltd is responsible for the financial services that will be provided to you, or through you or your family members, including the distribution of this FSG. A.I.S Insurance Brokers Pty Ltd holds a current Australian Financial Services Licensee no: 255304. The contact details for are on the front of this FSG.

Professional Indemnity Insurance

A.I.S. Insurance Brokers Pty Ltd is covered under Professional Indemnity Insurance which we believe meets the requirements of Section 912B of the Corporations Act. The insurance (subject to its terms and conditions) will continue to cover claims relating to employees who no longer work for us (but did at the time of the conduct).

Statement of Advice

Should we provide you with advice which takes into account your personal objectives, financial situation or any relevant information in order to arrange insurance policies for you, we will provide you with a Statement of Advice (SOA), which confirms the advice we have given, explains our remuneration and any relevant associations and interest for arranging the insurance policies we have recommended. In some circumstances, we may not require or ask for this information or if you do not provide us with all the information requested, any advice you receive may not be appropriate to your needs, objectives and financial situation. You should read all information and warnings contained in the SOA where provided prior to making a decision about an insurance policy. All advice and insurance products are reviewed at the time of issuance and we will only review your insurance arrangements when you inform us about changes in your circumstances, at any scheduled status review or at renewal of your insurances. In providing you advice about the costs and terms of recommended policies, we usually consider policies offered by the insurers or insurance providers that we deal with on a regular basis and we have not compared those policies.

Who Do We Act For When Providing The Financial Service?

A.I.S Insurance Brokers Pty Ltd usually provides financial services on your behalf and acts as your broker unless we tell you otherwise. We may act under a binder or agency agreement from the insurer. Should we act under a binder or agency, this means we will represent and act for the insurer, not for you. We will tell you when we are acting under a binder or agency to arrange your insurance or advise you about your insurance needs. Binders or Agencies that we currently have in place include equine and livestock, bathing box, photographic equipment, guarantee bonds and promotional insurances.

Fees For Our Services Provided

You are entitled to know how and what we will charge for our services and what other benefits we receive. For each product that A.I.S Insurance Brokers Pty Ltd issue we will charge for our services and may receive other benefits. Our remuneration will depend on the advice and level of services being provided. These arrangements are described in further detail below.

For each insurance product the insurer will charge a premium that includes any relevant taxes, charges and levies. We often receive a payment based on percentage of this premium (excluding relevant taxes, charges and levies) called commission. This is paid to us by the insurers; however in some cases we will also charge you a fee. These will all be shown on the invoice that we send you. You can choose to pay by any of the payment methods set out in the invoice. You are required to pay us within the time set out in the invoice. If there is a refund or a reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy, (such as a premium adjustment provision), we will retain any fee we have charged you. We will also retain commission depending on our arrangements with the insurer, or charge you a cancellation fee equal to the reduction in our commission or broker fee. When you make payment to us, it will be banked into our trust account. We retain the commission from the premium you pay us and remit the balance to the insurer in accordance with our arrangements with the insurer. We will earn interest on the premium while it is in our trust account or we may invest the premium and earn a return, we will retain any interest or return on investment earned on the premium.

Profit share commission

We have entered into Intermediary Profit Share agreements with certain insurers. The underwriters involved are our binding facilities arranged with Lloyd's of London. Provided that we meet certain criteria, including profitability, we will receive additional commission by way of a share of the profit we generate for those insurers. This will be a payment from these insurers based on; the profit that they earn on certain business; and/or the volume of certain business we provide to them, within an agreed period (usually 12 months). We may be paid a percentage of the profit on our portfolio or an agreed amount. This will depend on the level of profit achieved. If there is no profit, we will not receive any additional payment.

What Information Do We Maintain on File

We maintain a record of your personal profile, including details of insurance policies that we arrange or issue for you. We may also maintain records of any recommendations or advice given to you. We will retain this FSG and any other FSG given to you as well as any SOA or PDS that we give or pass on to you for the period required by law. We are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. A copy of our privacy policy is available on request and a copy is also available on our website www.aisinsurance.com.au If you wish to look at your file please ask us. We will make arrangements for you to do so.

Conflicts Of Interest

We are obliged to disclose all aspects of our business in which actual, apparent, potential or perceived conflicts of interest may arise to promote the following primary outcomes:

- (a) confident and informed decision making by consumers;
- (b) fairness, honesty and professionalism by those who provide financial services; and
- (c) fair, orderly and transparent markets for financial products.

Resolving Your Complaints

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. These procedures are available free of charge to you. Any dispute should be referred to the Complaints Officer at A.I.S. Insurance Brokers Pty Ltd, Doug Allen dallen@aisinsurance.com.au (137 Moray Street, South Melbourne Victoria, 3205), who will review the information and give you a response within 10 working days. If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to Financial Ombudsman Service (FOS).

FOS can be contacted at physical address: Level 12, 717 Bourke St, Docklands VIC 3000 Mailing Address: GPO Box 3, Melbourne VIC 3001 or phone on 1300 780 808, fax 03 9613 6399, email info@fos.org.au or website www.fos.org.au. This will still be free of charge to you. Should your complaint relate to our Facility Insurance with Lloyds of London, you may forward your complaint to us and we will address this complaint with Lloyd's Financial Ombudsman Service (FOS).

PRIVACY STATEMENT

Date: 27 February 2019

A.I.S. Insurance Brokers Pty Ltd

A.I.S. Insurance Brokers Pty Ltd are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators).

Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information. If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy, visit our at www.aisinsurance.com.au or contact our Privacy Officer – Doug Allen privacy@aisinsurance.com.au.

VERY IMPORTANT NOTICE

OTHER PARTIES INTEREST

If the subject matter of insurance outlined overleaf is property, then the contract only covers the interest of the named insured in the property and does not extend to cover the interest of any Third Party in such property.

INSURANCE COMPANY

A.I.S. Insurance Brokers Pty Ltd (ACN 065 797 597) is NOT the insurer to this contract and is not liable for any loss or claim. The insurance company(ies) are clearly shown on the schedule overleaf.

INSURER SECURITY

A.I.S. Insurance Brokers Pty Ltd (ACN 065 797 597) make no representation about the security, financial strength or performance of the insurance company(s) of this contract in any regard. We are guided by independent analysis (where available) of the insurers we utilise, although the decision to accept the cover and insurer offered for each policy is yours.

BINDER AGREEMENT

If the insurance outlined overleaf (or part thereof) is written under a "binder agreement" this gives us authority to enter into insurance contracts and/or settle claims on behalf of the insurance company(ies). As a consequence, we are acting in these transactions as agent of the insurance company and not as your agent.

CANCELLATION

If this cover is cancelled before the expiry date of the period of insurance, we will refund to you the gross return premium, but we will charge a cancellation fee equivalent to the brokerage and administration fee we received upon the placement of the insurance. The refund received by you will therefore be the equivalent amount as the refund we receive from the underwriter.

DISPUTE RESOLUTION

A.I.S. Insurance Brokers Pty Ltd (ACN 065 797 597) subscribes to a disputes resolution service as required by legislation and the General Insurance Brokers' Code of Conduct. Should you have a dispute or not be fully satisfied in relation to the services provided by AIS it may be covered by this facility. Please contact the Internal Complaints Officer at AIS for details of this facility, a free consumer service, and the procedures for lodging a claim under its guidelines.