

## TERMS AND CONDITIONS

These are the Terms and Conditions for the ING Australia Renault Car Promotion (“the Promotion”).

1. Information on entry and the prize forms part of these Terms and Conditions of entry. Entry into the Promotion is deemed acceptance of these Terms and Conditions.
2. ING Australia Limited ABN 60 000 000 779 of 347 Kent Street, Sydney, NSW, Australia, 2000 (the “Promoter”), is solely responsible for conducting the Promotion and the awarding of the prizes.
3. The Promotion commences at 12:01am (Sydney time) on 21 January 2008 and ends at 11:59pm (Sydney time) on 3 November 2008 (“Promotion Period”).
4. Entry is free and open only to new and existing customers who satisfy the following criteria (“Acts of Eligibility”):
  - (a) investors who make a payment into their ING Integra Super, ING Corporate Super, ANZ Super Advantage, ANZ Corporate Super, ING or ANZ OneAnswer Personal Super, OneAnswer Personal Super // Select, ING or ANZ OneAnswer Investment Portfolio or OneAnswer Investment Portfolio // Select account (each “an ING Account”) from other superannuation accounts further to completion of a consolidation form or an online rollover form. See [www.rollyoursuper.com.au](http://www.rollyoursuper.com.au)
  - (b) investors who contribute at least AU\$1,000, by way of Electronic Funds Transfer (“EFT”) or BPAY® **into their ING Account (as listed in paragraph 4(a))**;
  - (c) investors whose employers make contributions on their behalf into their ING Integra Super Personal, ING Corporate Super Personal, ANZ Super Advantage Personal and ANZ Corporate Super Personal account (each “an ING Personal Account”);
  - (d) **investors who transfer from an ING or ANZ OneAnswer Personal Super to an ING or ANZ OneAnswer Pension account (including OneAnswer Personal Super // Select) (“ING Pension Account”)**;
  - (e) **investors who establish a Regular Investment Plan and contribute at least AU\$100 per month or quarter per investment fund within their ING or ANZ OneAnswer Personal Super, OneAnswer Personal Super // Select, ING or ANZ OneAnswer Investment Portfolio or OneAnswer Investment Portfolio // Select Account**;
  - (f) policy holders who apply for (and are subsequently accepted for) a new OneCare insurance policy, or an increase in the amount of cover held on a pre-existing OneCare policy or pre-existing World of

Protection policy (including adding a new life insured or a new insurance type), and such policy or policy increase continues after the specified 14 day cooling off period;

during the Promotion Period; or

(g) policy holders who apply and make payment for, a new ING car, home, life or landlord insurance policy via telephone or online that takes effect on or before 3 November 2008 and continues after the specified 21 day cooling-off period.

5. Any person who performs an Act of Eligibility (“Eligible Entrant”), will gain entry into the Promotion. To win, an Eligible Entrant must continue to hold:

a) an ING Account, ING Personal Account **or an ING Pension Account which has been paid into as specified in clauses 4(a), (b), (c), (d) or (e);**

b) a policy entered into or increased as specified in clauses 4(f) or (g),

at the Draw Date.

6. If a winner is under 18 years of age, parental or guardian approval will be sought in awarding the prize. All winners (and the winner’s parent or legal guardian if the winner is under 18 years of age) must sign a waiver of liability and an indemnity in the form determined, in its absolute discretion, by the Promoter.

7. Directors, management, employees (and their immediate families) of the Promoter, their respective related bodies corporate and agencies associated with this Promotion are ineligible to enter.

8. Eligible Entrants will automatically receive one entry per Act of Eligibility made in accordance with clause 4.

9. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant for tampering with the entry process, or submitting an entry not in accordance with these Terms and Conditions. The draw will be conducted by Mike Da Silva & Associates (Aust) Pty Ltd ABN 50 003 894 022 (“MDSA”), and will take place at midday (Sydney time) on 5 December 2008 (“Draw Date”) at MDSA, 15 Grosvenor Street, Neutral Bay, NSW, Australia 2089. The result of the draw is final and no correspondence will be entered into. Winners will be notified by telephone and mail within two days, on which banks are open for general trading in Sydney other than a Saturday, Sunday or Public Holiday (“Business Day”), of the Draw Date and their names and localities will be published in The Australian newspaper on 12 December 2008. A public announcement will be published on [www.ing.com.au](http://www.ing.com.au) on the day of the draw.

10. The first Eligible Entrant randomly drawn from all valid entries made during the Promotion Period will win a 2008 Renault Laguna Hatch **Privilege dCi automatic transmission** with a retail value of AU\$50,000, (“First Prize”). The colour will be selected by the Promoter in its discretion, and will include all compulsory insurance, on-road costs (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The winner must collect the prize from their nearest authorised Renault dealership within six months of notification.

The second Eligible Entrant randomly drawn from all valid entries made during the Promotion Period will win two grandstand tickets (valid for four days) to the 2009 Formula 1™ ING Australian Grand Prix, return domestic economy flights for two to Melbourne from the winner’s nearest capital city in Australia (including taxes, from within Australia), four night’s accommodation (twin/double share) at a hotel in Melbourne’s CBD and all necessary transfers, valued at a maximum of AU\$3,500 (“Second Prize”).

The third Eligible Entrant randomly drawn from all valid entries made during the Promotion Period will win an ING merchandise pack, valued at AU\$200 (“Third Prize”).

Total maximum prizepool value is \$53,700.

The Promoter accepts no responsibility for any variation of any aspect of the above prizes, due to circumstances beyond its control. In any such event, an alternative element of the prize or a cash equivalent will be arranged.

11. The prizes must be taken by the winners, and, in relation to the Second Prize, a person to be chosen by the winner of the Second Prize to share in that prize (“Nominated Partner”), as stated, and cannot be transferred to another person, exchanged for other goods and services, or redeemed as cash. Any element of the prizes which is unused will be forfeited and no compensation will be paid if the winner is unable to use the prize as stated.
12. Unless otherwise stated as an element of the prizes, the prizes do not include travel, spending money, meals, hotel car parking, other hotel incidentals, ground transport, taxes, insurance, gratuities, merchandise or any other costs of a related, ancillary or incidental nature.

Any expenditure or liability incurred in relation to any extras of a personal nature, including but not limited to, tips, telephone, laundry and so on, are the responsibility and liability of the winner and if applicable, the winner’s Nominated Partner.

13. In relation to the Second Prize, the winner and the winner’s nominated partner must travel together on the same flights on all sectors. If the winner is a Victorian resident the winner will forfeit the airfare portion of the

prize and no payment will be paid in lieu. The Second Prize must be taken at the time determined by the Promoter in accordance with the Terms and Conditions, or else it will be void and may not be extended under any circumstances. Flight schedules and accommodation arrangements are subject to change without notice. Changes to travel arrangements may not be made once tickets have been issued. The winner of the Second Prize and the winner's Nominated Partner are responsible for ensuring that they can travel once the tickets have been issued and that all relevant travel documentation is obtained and valid (including identification etc). The Promoter takes no responsibility for any loss, liability or sanction resulting from the failure of the winner or the winner's partner to obtain and maintain valid travel documentation (including insurance).

14. The Promoter and their related bodies corporate, officers, employees, contractors and agents, and all other suppliers of the prize will not be liable for any loss, damage, or personal injury whatsoever (including but not limited to direct, indirect or consequential loss) which is suffered or sustained in connection with this Promotion, the marketing, endorsement, sponsorship or running of this Promotion or the use of any prize, except for any liability which cannot be excluded by law.
15. The Promoter may conduct further draws at the same time and place as the original draw on 20 March 2009 as are necessary to distribute the prize if it is unclaimed within 90 days of the Draw Date or if any winner is unable to demonstrate their eligibility for the prize as stated in clauses 4 and 5 above and by way of appropriate identification or as determined by the Promoter at the Promoter's sole discretion, subject to any written directions given under Regulation 37 of the Lottery and Gaming Regulations 1993 (SA), Regulation 10 of the Arts Unions Regulations 1992 (QLD) or any other applicable law. The winner of any further draw will be notified by phone and mail within two Business Days of the Draw Date and their name be published in The Australian newspaper on 27 March 2009.
16. Tax implications may arise from the prize winnings depending on the individual circumstances of the prize winner. In particular, the value of the prizes may be assessable to the prize winner under s26AJ of the *Income Tax Assessment Act 1936*. Independent legal and financial advice should be sought in this respect. The Promoter accepts no responsibility for any tax implications, including but not limited to capital gains tax, that may arise from any prize winnings.
17. If for any reason the Promotion is not capable of running as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who is found to tamper or to be involved or responsible for tampering with the

entry process and to cancel, terminate, modify or suspend the Promotion. In the event of this happening, please refer to clause 9 above.

18. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failures, theft or destruction or unauthorised access to, or alteration of entries. The Promoter is not responsible for any problems or any technical malfunctions of any telephone equipment or software because of technical problems or traffic congestion on the carrier's network, internet or at any website, or any combination thereof, including any injury or damage to the participant's or any other person's phone handset or computer relating to or resulting from participating or downloading of materials in this Promotion.
19. Entries remain the property of the Promoter. The names and photographs of the winners may be used for promotional purposes by the Promoter, unless the winner or winners otherwise notify the Promoter at the time of accepting their prizes. Eligible Entrants consent to the Promoter using information in connection with this Promotion for the purposes of facilitating the conduct of the Promotion and awarding the prizes. Without limiting the foregoing, Eligible Entrants' personal information provided in connection with the Promotion may be handled in accordance with the Promoter's Privacy Statement, a copy of which is available at [www.ing.com.au](http://www.ing.com.au)

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