

## Terms and Conditions:

# “QUANTUM INSURANCE, Your Car 2018, 2017, 2016 insurance” campaign

Quantum Insurance Ltd. under the name (“**Quantum Insurance**”), herewith referred to as the “**Promoter**” or the “**Organiser**” is conducting a Car Insurance campaign for private cars with registration year 2018,2017 and 2016 as well as a Lucky Draw (the “**Lucky Draw**”). By participating in the Lucky Draw, the client, also referred to as the “policyholder” agrees to be bound by the following Terms and Conditions and represents and warrants that he/ she has met the eligibility criteria set out under these Terms and Conditions.

1. The Promoter of the “**QUANTUM INSURANCE, Your car 2018, 2017, 2016 insurance” competition (Promotion)**” is Quantum Insurance Ltd.
2. The Promotion starts on **1<sup>st</sup> August 2018** and closes on **31<sup>st</sup> December 2018**, at 11.59 pm (**Promotion Period**). Entries received by the Promoter after the **Promotion Period** are ineligible to participate in the Promotion.
3. By entering the Promotion, participants (i) are deemed to accept these terms and conditions (**Terms and Conditions**); (ii) consent unambiguously that their personal data may be used for marketing and promotional purposes; and (iii) consent that they may be contacted to provide feedback on their transactions with the promoter.
4. **(i) To be eligible for this Lucky Draw (herein known as the Draw), customer:**
  - a) must have successfully applied for and subscribed to a motorcar insurance policy during the **Promotion Period** with Quantum Insurance for a Policy period of insurance of not less than 12 months,
  - b) must be at least eighteen (18) years of age and with a valid Mauritius mailing address,
  - c) must be a Mauritian citizen or resident only, and

d) must be the owner of a private car duly insured under one of the Quantum's Insurance policies.

(ii) Corporate clients are also eligible to participate in the lucky draw.

(iii) This **Competition** also applies to existing Policyholders of an active motor car insurance Policy during the **Promotion Period** for private cars of registration year 2018, 2017 or 2016 insured with Quantum Insurance to be eligible for this **Lucky Draw**.

5. The policyholder participates in the lucky draw at the end of the **Promotion Period** during which the policyholder subscribes to the insurance policy.
6. Each approved insurance policy is eligible for one (1) qualifying chance, in this case represented by the customer Policy number and assigned code.
7. Staff and Directors of Quantum Insurance and their immediate family members (i.e. spouse and children) are not eligible for the Draw. Staff of advertising agency of Quantum Insurance and any other parties directly involved in organizing, promoting, or conducting the Promotion are not eligible to participate in the Promotion.
8. The NIC/ Passport numbers of winner(s) must be the same as stated on the Insurance Policy Schedule.
9. Five distinct Prizes will be drawn for this **Promotion** at the end of the **Promotion Period**. The prizes are:
  - 1<sup>st</sup> Prize: One Year Free Insurance for one car (Up to a maximum of Rs 25,000 & non-refundable).
  - 2<sup>nd</sup> Prize: One set of new tyres.
  - 3<sup>rd</sup> Prize: Valeting Voucher worth Rs 5000 at The Car Connexion.
  - 4<sup>th</sup> Prize: Valeting Voucher worth Rs 5000 at the Car Connexion.
  - 5<sup>th</sup> Prize: Valeting Voucher worth Rs 5000 at the Car Connexion.

10. At the end of the **Promotion Period**, there will be 5 distinct prize draws each being awarded to a distinctive individual winner in the weeks following the last day of the month of the **Promotion Period**.
11. The draw shall be effected under the supervision of the Gambling Regulatory Authority at the Mauritius Turf Club and shall be open to public. It will be witnessed by a Senior Executive and 2 members of staff of Quantum Insurance.
12. During the draw, Quantum Insurance reserves the right to draw a number of “reserve winners” to replace any winner subsequently disqualified. The number of “reserve winners” and the manner of replacement will be made at Quantum Insurance’s discretion.
13. Quantum Insurance reserves the right to substitute or replace the prize with any other prize of equal or similar value without prior notice. The winner shall not request for a substitution of prize or cash in lieu of the awarded prize. The prizes are not transferable.
14. All winners will be notified in writing by mail and/or ordinary post. The mailing address will be the same as shown in the Insurance Policy Schedule.
15. Winners will be required to acknowledge receipt of the prizes.
16. Prizes are not transferable or exchangeable and must be claimed within 6 months of the winners being notified by mail or official letter and presentation of original National Identity Card otherwise the prizes shall be forfeited to the National Solidarity Fund. The winner whose prize has been forfeited is not entitled to any compensation notwithstanding non-receipt of notification.
17. The customer codes, names, and/or Policy number of winners will be published in 2 daily newspapers of wide circulation for 2 consecutive days within 7 days of the draw.
18. By participating in the **Lucky Draw**, the winner agrees that Quantum Insurance may disclose and publish his/her name and any other of his/her particulars (including photographs) in any manner it thinks fit for publicity purposes and to

cooperate with and participate in the activities organized by Quantum Insurance for these purposes.

19. In the event of any inconsistency between these Terms and Conditions and any brochures, marketing or promotional materials relating to the draw, these Terms and Conditions shall prevail.
20. The redemption of any prize shall constitute a purchase of goods and services by the person redeeming the prize from the merchant supplying the goods or services, and Quantum Insurance assumes no liability or responsibility for the acts or defaults of the merchant or for any non-delivery, non-performance or defects in the redeemed goods or services. Quantum Insurance is not an agent of the merchant. Any dispute about the quality or service standard must be resolved directly with the merchant. The merchant supplying the goods or services may impose conditions for the redemption of the prize. The winner and any other person who benefit from the prize accept and enjoy the prize at their own risk, and agree that Quantum Insurance will be hold harmless and will not be responsible for any injury, loss or damage suffered because of the redemption or usage of the prize.
21. Quantum Insurance reserves the right at any time to amend or vary these Terms and Conditions and/or any of the instructions or explanations at its sole discretion without prior notice. Any such changes shall be binding and will take effect immediately upon such amendment, change or deletion. Quantum Insurance shall not have any liability whatsoever as regards such changes.
22. The terms of this draw will be governed by and construed in accordance with the laws of the Republic of Mauritius and subject to the exclusive jurisdiction of the Courts of the Republic of Mauritius.
23. All details and particulars submitted in the **Lucky Draw** Competition must be accurate, true and complete.
24. Quantum Insurance's decisions on all matters pertaining to the **Lucky Draw** are final and binding. No further correspondence regarding the **Lucky Draw**, these Terms and Conditions or any decision made by Quantum Insurance in connection therewith and/or the results will be entertained.

25. Participation in this **Lucky Draw** shall constitute acceptance of these Terms and Conditions and any amendment(s) thereof.
26. Quantum Insurance reserves the right to terminate any participant's participation in the Contest at any time in its discretion in the event of breach or suspected breach of any of the Terms and Conditions herein without prior notification or any liability to any participant whatsoever.
27. Quantum Insurance reserves the right to pursue legal action against any person which it believes has undertaken fraudulent activities or other activities harmful or prejudicial to this Competition, the insurance policy subscription process or the relevant web site.
28. This Competition and the Terms and Conditions shall be governed by Republic of Mauritius law and each participant agrees to submit any claim, dispute or controversy to the exclusive jurisdiction of the courts of the Republic of Mauritius.
29. The Organiser hereby undertakes that it shall abide by the data protection law when handling the personal information of participants for the purposes of the Promotion and all other related activities.
30. The Organiser encourages dialogue should there be an issue, before resorting to the courts. In the unfortunate situation where legal action does arise, these Terms and Conditions (and all other rules, policies, or guidelines incorporated by reference) will be governed by and construed in accordance with the laws of Mauritius.
31. In case the policyholder/customer does not wish to participate in the Competition and the **Lucky Draw**, he/she should inform Quantum Insurance Ltd. of same by e-mail to [info@quantuminsurance.com](mailto:info@quantuminsurance.com) or in writing by registered post to: **Office Administrator, Quantum Insurance, Level 1, HSBC Centre, 18 Bank Street, Ebene Business Park, Ebene 72201, Mauritius.**