

PRIZE INDEMNITY CERTIFICATE WORDING



International
Underwriting
Agencies Ltd

www.iua.co.nz

Insurance Clause

This Certificate of Insurance is to indemnify the Assured, in respect of their assumed liability to award a prize in accordance with the Rules of the Event, up to but not exceeding the stated Limit of Indemnity, subject to the terms, conditions and exclusions contained herein or endorsed hereon.

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The Insurers stated in the Schedule hereby agree with the Assured in consideration of the payment of the premium and the statements contained in the declarations and schedules supplementary thereto, and subject to the limits of indemnity, deductibles, exclusions, conditions and other terms of this Certificate of insurance and all forms and endorsements made hereof, to afford insurance in accordance with the forms and endorsements included in each Section forming a part of this Certificate of Insurance.

Please read this Certificate of Insurance carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. Your Broker should be contacted immediately if any correction is necessary.

No claim arising from errors, omissions and mis-prints and other prizes given in these promotions shall be covered by this Certificate of Insurance.

The subscribing Insurers' obligations under Certificates of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscription. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

Excess

This Certificate of Insurance is subject to the deduction of any excess stated in the Schedule which shall be borne by the Assured.

Warranties

It is warranted that the Assured shall:

Necessary arrangements

- a) make all necessary arrangements for the successful fulfillment of the Insured Event in a prudent and timely manner,

Contractual requirements

- b) ensure all necessary licenses, visas and permits are obtained and are current for the period of this Certificate of Insurance and that all contractual arrangements have been confirmed in writing to the Assured.

Conditions Precedent

It is a condition precedent to this Certificate of Insurance that the Assured has:

Truth Statements

1. diligently made all necessary enquiries and truthfully declared all material facts likely to influence a prudent Insurer in determining:
 - i. whether or not to accept this risk,
 - ii. the premium,
 - iii. the conditions, exclusions and limitations.

Pre-Existing Conditions

2. no knowledge at inception, of any matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Certificate of Insurance.

Premium Payments

3. paid the premium due in accordance with the conditions of quotation contained in the Proposal Form and/or in the ensuing written quotation.

Materiality of Information

4. declared that all information contained in the written Proposal Form or in documents supplied to support such Proposal is in all respects true and complete and is the result of diligent enquires to establish that information. Further the Assured agrees that all such information is material and such items form the basis of this Certificate of Insurance.

Information Changes

5. advised the Insurers of any change in the information above which took place prior to inception of this Certificate of Insurance.



General Conditions

False or Fraudulent Acts

1. Any fraud, misstatement or concealment of information in connection with this Certificate of Insurance or in the making of a claim shall render all claims hereunder forfeit.

Due Diligence Clause

2. The Assured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Certificate of Insurance.

Compliance with Terms

3. The Assured shall observe and fulfil the terms and conditions contained herein or endorsed hereon.

Jurisdiction Clause

4. It is mutually agreed that this Certificate is to be governed and construed in accordance with the laws of New Zealand whose courts shall have jurisdiction.

Service of Suit Clause

5. The Insurers hereon agree that:-
 - a) In the event of a dispute arising under this Certificate, Insurers at the request of the insured (or reinsured) will submit to the jurisdiction of any competent Court in New Zealand. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
 - b) Any summons notice or process to be served upon the Insurers may be served upon:

Lloyd's General Representative
c/o Hazelton Law
Level 3
101 Molesworth Street
Wellington
New Zealand

Who has authority to accept service and to enter an appearance on Insurers' behalf, and who is directed at the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that he will enter an appearance on Insurers' behalf.

- c) If a suit is instituted against any one of the Insurers all Insurers hereon will abide by the final decision of such court or any competent appellate court.

Premium and Expenses

6. The Premium and any expense incurred in the formulation of a claim hereunder shall not be recoverable items.

No return of Premium

7. The Premium being prepaid and this Certificate of Insurance non – cancellable there can be no return of Premium unless otherwise stated in the Schedule.

Maintenance of Records

8. The Assured shall maintain adequate records in connection with the subject matter insured hereunder.

Permission for other Insurance

9. It is understood and agreed that no other insurance shall be effected by the Assured to protect the interest insured hereunder without the prior written approval of the Insurers hereon. In the event that such other insurance is effected the Insurers reserve the right to amend to terms and conditions of this Certificate of Insurance.

Assignment

10. This Certificate of Insurance may not be assigned in whole or in part without the written consent Insurers.

Publicising

11. The Assured shall undertake not to publicise the existence of this Certificate of Insurance for the prize mentioned in the attached schedule.



General Exclusions

This Certificate of Insurance does not cover any loss directly or indirectly arising out of contributed to by or resulting from:

Fraud

1. any fraud, misrepresentation or concealment by the Assured.

War

2. actual or threatened war, invasion, act of foreign enemies, hostilities, insurrection, (whether war be declared or not), civil war, rebellion, revolution, 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.

Civil Commotion

3. civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.

Government or Civil Intervention

4. the operation of any statute or law providing for compulsory national service for citizens or residence, any order for reparation, internment, imprisonment, deportation or the refusal or permit to enter or remain within any country or at any place where the Insured Event is to be held which is the subject of this Certificate of Insurance.

Radioactive Contamination

5.
 - a) ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Seepage and/or Pollution and/or Contamination

6. see page and/or pollution and/or contamination unless it is discovered during the period of this Certificate of Insurance and is the direct cause of loss hereunder.

Financial

7.
 - a) withdrawal, insufficiency or lack of finance howsoever caused.
 - b) financial failure, default, insolvency, liquidation or failure to pay of any person, whether or not the person or business is a party to this Certificate of Insurance.
 - c) variations in the rates of exchange, tax, or insert, or the stability of any currency.

Lack of Support

8.
 - a) Lack of inadequate response, support or withdrawal of support by any party(ies).

-
- b) Lack of or inadequate attendance or insufficient interest prior to attendance.

Other Insurance

- c) any happening which is insured by or would, but for the existence of this Certificate of Insurance, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this Certificate of Insurance not been effected.

Electronic Date Recognition Exclusion (E.D.R.E)

- d) This Certificate does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
 - (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not;
 - (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

Terrorism

- e) Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of or threat of or fear of terrorism (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion an act of terrorism means an unlawful act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This exclusion also excludes loss damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to any act of or threat of or fear of terrorism (whether actual or perceived). If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Biological & Chemical

- f) It is agreed that, regardless of any contributory clauses, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of
 - a) Missiles, bombs, grenades, explosives
 - b) Biological or chemical contamination



Contamination' means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

SARS/Avian Flu/ Atypical Pneumonia/ Swine Flu Exclusion

- g) Excluding any loss expense or liability directly or indirectly arising out of attributable to or resulting from
- 13.1 Severe Acute Respiratory Syndrome (SARS) and/or
 - 13.2 Atypical Pneumonia and/or
 - 13.3 Flu (Avian Flu) and/or
 - 13.4 Flu (H1N1) 2009 and/or
 - 13.5 Other influenza variant deemed an epidemic or pandemic by the WHO
 - 13.6 Or any threat or fear thereof (whether actual or perceived) in respect of 13.1, 13.2, 13.3, 13.4, and above.
- 13.5

If the Insurer alleges that by reason of this Exclusion any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be on the Assured.

Claims Procedure

It is a condition precedent to the liability of the Insurers that in the event of any happening or circumstance which could give rise to a claim under this Certificate of Insurance, the Assured shall:

- i) as a matter of urgency give notice by the most expeditious means of the happening of any circumstance, to the name(s) designated in the attached Schedule.
- ii) confirm the facts in writing as soon as possible, with as much information as available.
- iii) make no admission of liability without the prior written consent of Insurers.
- iv) take all steps to minimise or avoid any loss hereunder.
- v) provide the Insurers or their appointed representatives with:
 - a) all necessary assistance in a timely manner,
 - b) all information received,
 - c) all documentation and records necessary to establish and assess indemnity hereunder,
 - d) copies or extracts as may be required.
- vi) prove the loss to the satisfaction of the Insurers.

Endorsement no. 1

It is hereby noted and agreed that notwithstanding anything contained herein to the contrary: -

1. It is warranted that the Premium shall be paid to the Insurers within the specified time prior to the event or Insurers may cancel coverage ab initio.
2. Warranted Security Precautions agreed between the Assured and the Security Consultants named in the schedule are followed and that any prize number must not be disclosed prior to the declaration of the events results.
3. Loss adjuster: The Security Consultants named in the schedule who are also to provide an audit for any premium adjustment purposes.

All other Terms and Conditions remain unaltered.



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