

TERMS AND CONDITIONS OF THE APPLGREEN PROMOTION

1. The Promoter

The promoter ("The Promoter") is Elstwell Limited Trading as Chill.ie of Carraig House, Brookfield Terrace, Blackrock, County Dublin.

2. The Promotion

The promotion ("The Promotion") involves selection of six persons who have sought a quotation for car insurance on the Promoter's website, applegreen.ie in association with Chill.ie for entry into a draw ("the Draw") for the prize ("the Prize") as set out below. The Promoter may at its discretion provide for a greater number of entrants in the Draw and may prescribe other means of entry into the Draw.

3. Eligibility Criteria

To participate in the Promotion a participant must:

- i. Be aged eighteen years and over and reside in the Republic of Ireland.
- ii. seek a quotation for car insurance on the Promoter's website through Applegreen.ie or submit an entry form in-store between the 8th day of October 2010 and the 15th day of December 2010 (or such earlier date as the Promoter may at any time prescribe) by providing the information which the Promoter deems sufficient for provision of a quotation or;
- iii. Satisfy such other criteria or complete such other task (which shall not involve payment by the participant) as the Promoter may in its discretion prescribe.

4. Entry into the Draw.

Persons who have sought a quotation for car insurance on the Promoter's website, Applegreen.ie or have completed an entry form in-store will be selected at random. Notification of selection and non-selection for the Draw will be provided electronically by the Promoter with the participant's quotation. Only the participant's first request for a quotation for vehicle insurance can result in entry into the Draw. The Promoter may at its discretion provide for entry of further persons into the Draw by such means as the Promoter may decide but such means shall not include a requirement for any payment by those persons.

5. The Draw

The Draw will take place on the 15th December 2010. One person shall be selected at random from the entrants into the Draw by such means as the Promoter may decide and that person shall be declared the winner ("The Winner"). The Winner is entitled to the Prize subject to the Terms and Condition which follow and will be

notified that he/she has won the Prize by telephone and by post before 22nd December 2010.

6. The Prize

- i. The Prize consists of car insurance by the arrangement of Chill.ie who shall be responsible for payment of the premium for each policy subject to the limits set out hereunder.
- ii. The total sum of the premium which the Promoter shall be obliged to pay shall not exceed €800
- iii. Insurance policies which constitute the Prize must be arranged through Chill.ie and the Promoter shall have the sole discretion to choose an insurance provider. In availing of the Prize, the Winner must at all times comply with the Promoter's terms of conditions for the time being relating to the provision of its services.
- iv. Insurance policies which constitute the Prize must be held in the name of the Winner. The Promoter shall have no obligation to arrange a policy in the name of any person other than the Winner and the policies which constitute the Prize may not be transferred to any other person. The Winner shall provide the Promoter with all information and documentation required by the Promoter for the arrangement of the Policies. Failure to provide information and documentation required by the Promoter for the arrangement of the policies shall affect a forfeiture of the Prize in which event the Promoter shall have no further obligations to the Winner.
- v. In the event that a policy is cancelled, the Promoter shall have no obligation to arrange a second or further policy. Any amendments or adjustments which the Winner seeks to make to a policy which has been arranged as part of the Prize shall be made by the Winner at his/her own expense.
- vi. In the event that the premium of an insurance policy exceeds a limit stated in paragraph ii above, the Promoter may at its discretion arrange that policy on condition that the Winner pays the amount of the premium which exceeds the limit.
- vii. In the event that the Winner is deemed by an insurer to be uninsurable for a particular category of insurance, the Winner forfeits his/her Prize in respect of that category. In the event that the Winner is uninsurable in all categories of insurance listed at 6.i above, the Winner forfeits the entire Prize and the Promoter shall have no further obligations.

- viii. The Promoter may at its discretion replace the Prize or any part of the Prize in a single year or in all years with the cash value of the Prize which value shall not exceed the limits set out at paragraph 6.ii above. This clause shall not be interpreted as placing an obligation on the Promoter in any circumstances to provide the Winner with the cash value of the Prize
- ix. The Winner must complete a proposal form on the Promoter's website, Chill.ie within 12 months of the date of receipt by the Winner of notification of his/her Prize. If the Winner fails to complete a proposal form within that period, he/she shall be deemed to have forfeited the Prize and the Promoter shall have no further obligations.

7. Governing Law and Jurisdiction

The Promotion and these Terms and Conditions are governed by Irish Law. Any dispute arising out of or in connection with this Promotion shall be dealt with exclusively by the Courts of Ireland.

8. Miscellaneous

No purchase is necessary to participate in the Promotion or to be entered into the Draw. In particular, entrants in the Draw shall not be required to purchase any insurance offered following a quotation which effected participation. Selection for entry in the Draw is entirely random and unaffected by the decision of a participant to purchase or not to purchase insurance.

Participation in the Promotion is deemed to be acceptance of these terms and conditions. Participants in the Promotion agree to be bound by these Terms and Conditions and by the decisions of the Promoter. All decisions by the Promoter relating to the Promotion are final and no communication regarding any decision will be entered into.

The Promoter reserves the right and absolute discretion at any stage of the Promotion to amend these Terms and Conditions without prior notice to the participants or to adjourn or terminate the Promotion before a Winner has been selected. The Promoter accepts no responsibility or liability for failure to complete the Promotion or the Draw.

The Promoter reserves the right for the duration of the Promotion to disqualify any entry, participant or entrant from the Promotion and the Draw and any fraud or dishonesty (such as use of a false name or address) on the part of a participant or entrant at any time during the duration of the Promotion or Draw shall automatically disqualify the participant or entrant from the Promotion and Draw.

Incomplete requests for a quotation will not be accepted as participation in the Promotion and such requests will not be selected for entry to the Draw. No

responsibility will be accepted by the Promoter for entries lost or delayed in transmission.

Entry into the Draw is not open to any employees of the Promoter or members of their immediate families (including spouse, parents, grandparents, children, brothers, sisters, uncles, aunts or cousins) and in the event that such person is randomly selected for inclusion in the draw, that person shall not be included in the draw. The participants agree not to engage in any interviews or make any statements that would disparage in any way the Promoter, their servants or agents or the Promotion.

The Promoter, their servants or agents shall not under any circumstances be liable in contract tort or otherwise howsoever arising for any losses, damages, injuries or expenses claimed by the participants in respect of the Promotion or the Draw or the use of the Prize. The Participants and entrants in the Draw and the Winner shall further indemnify the Promoter, their servants or agents against any claim arising in respect of the Prize or their use of the Prize.

By accepting the Prize the Winner may be required to take part in publicity or promotional activities and accordingly acceptance of the Prize will be deemed to constitute acceptance by the Winner of the Promoter's entitlement to the use of the Winner's name, address, business name and photograph without compensation.

Neither these terms and conditions nor any act on the part of the Promoter in relation to the Promotion or the Prize is intended to create legal relations between the Promoter and the Winner or any other participant.

The Winner shall have no further entitlement to the Prize and the Prize shall terminate on the appointment of a liquidator or receiver to the Promoter or in the event of the sale of the Promoter by its shareholders or sale by the Promoter of its insurance business.