

# Terms & Conditions

## nib "\$150 Coles eGift Card" Offer Terms and Conditions

1. These Terms and Conditions apply to the nib "\$150 Coles eGift Card" Offer (**Offer**). By participating, claimants agree to be bound by these conditions. Claims must comply with these conditions to be valid.
2. The Promoter is nib health funds limited ABN 83 000 124 381 of 22 Honeysuckle Drive, Newcastle NSW 2300. Phone: 13 16 42 ("**Promoter**" or "**nib**"). The Promoter has engaged Edge Loyalty Systems Pty Ltd ABN 96 138 299 288 (Level 1, 500 Chapel St, South Yarra, VIC 3141, Australia) (**Edge Loyalty**) to undertake the fulfilment of the gift.
3. The Offer commences at 12:00 am (AEST) on 1<sup>st</sup> July 2017 and closes at 11.59pm (AEST) on 31 July 2017 ("**Offer Period**"). Policies purchased after 11.59pm (AEST) on 31 July 2017 will not be eligible for the Offer.
4. The gift consists of one (1) Coles eGift Card valued at AUD\$150.00 (inclusive of GST) ("**gift**" or "**Coles eGift Card**"). **The Coles eGift Card can be used at any Coles Supermarkets and Coles Central stores. It cannot be redeemed at Coles Online, Coles Express or Liquorland.**
5. The Offer is only available in conjunction with the purchase of a **nib combined Hospital and Extras Australian resident's health insurance product** through nib's approved online channels during the Offer Period ("**Eligible Product**"), and does not apply to a purchase of a nib overseas students health insurance, international workers health insurance, corporate private health insurance or travel insurance product or dependants moving from family/parents cover to their own policy,
6. This Offer is open only to permanent residents of Australia who are 18 years or over as at the date of joining (being the date of completion of join) ("**Eligible Entrants**").
7. Eligible Entrants must meet the following entry requirements ("**Entry Requirements**"):
  - (a) the Eligible Entrant must successfully purchase an Eligible Product during the Offer Period through one of the nib's approved online channels (using the nib website [www.nib.com.au](http://www.nib.com.au), nib mobile site or tablet);
  - (b) the Eligible Product must have a Policy Start Date between 1 July 2017 and 31 July 2017;
  - (c) the Eligible Product must be current and paid up to date as at the date of the Offer being redeemed;
  - (d) the Eligible Entrant must not be a current policyholder, or have joined and cancelled an Eligible Product 2 months before or during the Offer Period;
  - (e) the 30 day cooling off period must have expired, calculated from the date of join; and
  - (f) the Eligible Entrant must have a valid email address applied to their policy.
  - (g) the Eligible Entrant must not be an employee of the Promoter or its agencies.
8. Limit of one (1) gift for each Eligible Product purchased during the Offer Period. Where the policy is a couples or family policy with joint policyholders, the gift will be allocated to the primary policyholder.

# Terms & Conditions continued

9. The Offer cannot be combined with any other offer or promotion, a corporate policy rate, or any Apia, Qantas Assure, Suncorp or AAMI policy.
10. Eligible Entrants who meet the Entry Requirements will be entitled to receive the gift unless they notify the Promoter that they do not wish to participate in the Offer.
11. Once an Eligible Entrant has satisfied the Entry Requirements in clause 7, the Promoter will email the Eligible Entrant a letter of confirmation to their nominated email address **between 45 and 60 days** after the date of joining to confirm that the entrant has qualified for participation in the Offer. This email will include a unique code and an email link to a website where the Eligible Entrant must complete the claim form with their nominated delivery address and unique code within 60 days of receiving their code letter of confirmation.
12. After successfully completing the claim form on the linked website during the Offer Period, the Eligible Entrant will receive one (1) Coles eGift Card valued at AUD\$150.00 (inclusive of GST).
13. The gift card will be emailed by the Promoter to the nominated email address provided at time of claiming the eGift Card, within approximately 5 working days from date of successfully claiming their Gift Card.
14. Each Eligible Entrant acknowledges that:
  - (a) The Coles eGift Card can be used at any Coles Supermarkets and Coles Central stores. It cannot be redeemed at Coles Online, Coles Express or Liquorland. Conditions and exclusions apply. For full Terms of Use visit [giftcards.com.au](http://giftcards.com.au) or phone 1300 725 159.
  - (b) The preloaded credit on the card will expire as per the expiry date on the card.
  - (c) The Coles eGift Card cannot be redeemed for cash, reloaded, returned for a refund, or be replaced after expiry and is not legal tender, an account card, a credit or security.
  - (d) Any dispute about goods or services purchased with the Coles eGift Card must be resolved with the retailer. To the extent permitted by law, Edge Loyalty and the Promoter's liability is limited to replacing faulty Coles eGift Cards.
  - (e) Please refer any Coles eGift Card transaction enquiries to Edge Loyalty. Neither the Promoter nor Edge Loyalty is able to reverse any approved transactions.
15. The gift is not transferable or exchangeable. Coles eGift Card will be void if they are defaced, mutilated, altered or tampered with in any way. The Promoter and/or Edge Loyalty may subject Coles eGift Cards to verification and security checks in its absolute discretion.
16. Except for any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), the Promoter and Edge Loyalty (including their officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way in connection with this promotion, including but not limited to:
  - (a) any technical difficulties or equipment malfunction (whether or not under the Promoter or Edge Loyalty's control);
  - (b) any theft, unauthorised access or third party interference;
  - (c) any Coles eGift Card that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter or Edge Loyalty;
  - (d) any tax liability incurred by a customer (independent financial advice should be sought); or
  - (e) accepting and/or using a gift.Nothing in these conditions of entry restricts, excludes, modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
17. The Promoter reserves the right to withdraw or substitute all or part of this Offer with another offer of equal or greater value at the Promoter's sole discretion. Eligible Entrants will not be entitled to any additional compensation in the event that the gift or element of a gift has been substituted at equal or greater value.

# Terms & Conditions continued

18. Once the Coles eGift Card has been despatched via email, the Promoter or Edge Loyalty will not be responsible for and will be discharged for any delay or failure to deliver the Coles eGift Card.
19. Proof of identity, residency and eligibility is at the discretion of the Promoter. In the event that a policyholder cannot provide suitable proof, they may forfeit the Offer in whole and no substitute will be offered.
20. The Promoter reserves the right to disqualify any persons that provides false information or who seeks to gain an unfair advantage or to manipulate this promotion.
21. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this Offer if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this Offer.
22. Personal information is being collected by Edge Loyalty and the Promoter for the purpose of conducting and promoting this promotion, and to assist the Promoter to improve its services. For this purpose, personal information may be disclosed by the Promoter and or Edge Loyalty to organisations, including but not limited to agents, related entities, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. By entering this promotion, an entrant consents to storage and use of their personal information by Edge Loyalty in accordance with its Privacy Policy (at [http://www.edgeloyalty.com.au/Privacy\\_Policy.php](http://www.edgeloyalty.com.au/Privacy_Policy.php)) and by the Promoter in accordance with its Privacy Policy (at <https://www.nib.com.au/legal/privacy-policy>). If the personal information is not provided, the entrant may not participate in this promotion. Each Privacy Policy also contains information about how individuals may opt out, access, update or correct their information, how individuals may complain about the treatment of their personal information, and how each of the Promoter and/or Edge Loyalty will deal with such a complaint.