

Terms & Conditions

nib “Get a Quote to Win \$5,000 cashback on your Citro card” 30 May to 10 July 2024 Competition

Terms and Conditions

1. These Terms and Conditions apply to the nib “Get a Quote to Win \$5,000 cashback on your Citro card” Competition (“**Competition**”). By participating, entrants agree to be bound by these Terms and Conditions.
2. Entries must comply with these Terms and Conditions to be valid.
3. The Promoter is nib health funds limited ABN 83 000 124 381 of 22 Honeysuckle Drive, Newcastle NSW 2300 (“**Promoter**”). ACT Permit No. TP 24/01055.
4. The Competition commences at 12.00am (AEST) on 30 May 2024 and closes at 11.59pm (AEST) on 10 July 2024 (“**Competition Period**”).
5. There is 1 individual prize to be won. The prize consists of a once off cashback payment to be applied to the Eligible Member’s Citro card, for an amount of AUD \$5,000 (inclusive of GST) (the “**Prize**”). The total prize pool is \$5,000.
6. The Competition is a game of chance.
7. Entry into the Competition is not open to:
 - a. current policy holders of a product issued by nib (including Qantas Health Insurance, GU Health Insurance, Suncorp Health Insurance, AAMI Health Insurance, Apia Health Insurance, ING Health Insurance, Priceline Health Insurance, Real Health Insurance, Seniors Health Insurance, nib Health Insurance, nib International Workers Health Insurance, nib Overseas Students Health Insurance or nib Corporate Health Insurance); and
 - b. directors, officers, management or employees (including any of their immediate family members) of the Promoter or its related entities, or other companies associated with, or benefitting from, the Competition. Immediate family means spouse, de facto spouse, child or stepchild (whether natural or by adoption), parent or stepparent, brother, sister, step brother or step sister.
8. The Competition is only open to individuals who: (i) are Australian residents aged 18 years or older at time of entry; and (ii) have an active Citro account. (“**Eligible Entrant**”). Membership with Citro (and, consequently, participation in this Competition) is subject to the terms and conditions which apply to the Citro membership program available at <https://www.joincitro.com.au/terms> as amended from time to time.
9. To enter, Eligible Entrants must, during the Competition Period, visit <https://www.nib.com.au/citro>, and follow the prompts to complete and submit the online form to generate a quote (and provide any other requested information including their first name, last name, valid and current email address as used on their Citro account, date of birth and phone number).
10. Eligible Entrants can enter only once.
11. Entries must be received during the Competition Period and will be deemed to be received only when they have been received by the Promoter.

How to enter



nib.com.au 13 14 63

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Head Office – 22 Honeysuckle Drive, Newcastle NSW 2300

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12. Entrants are responsible for their own costs associated with entering.
13. Entrants who use automatically generated entries or multiple aliases, may be disqualified from the Competition.
14. Competition entries become the property of the Promoter upon submission.
15. Eligible Entrants agree to the Promoter's use of their feedback in any medium in connection with this Promotion as well as the Promoter's future marketing and communication activities, in accordance with the clauses 47-49 regarding personal information below.
22. The Promoter may draw additional reserve entries in the draw and record them in order, in case a winning entry/entrant is deemed invalid or the prize is unclaimed ("**Reserve Entrants**").
23. The winner will be contacted by email within 2 business days of the draw by a representative from Citrus Innovations Pty Ltd ABN 25 667 285 654.
24. The winner's name, postcode and state of residence will be published on the website <https://cloud.au.nib.com.au/citro-quote-comp> ("**Website**") on **28 August 2024** for 28 days.

Prize Draw and Redemption

16. Only one Eligible Entrant can win the Prize.
17. The Prize is not transferrable, exchangeable or redeemable for cash.
18. The Prize may not be resold, offered for resale, used for advertising, promoting or other commercial purposes. The Prize must be taken as offered and may not be varied.
19. The Prize value is correct as at the date of preparing these Terms and Conditions and includes any applicable GST.
20. The Promoter does not accept responsibility for any variation in the Prize. If the Prize is unavailable, the Promoter reserves the right to substitute the Prize with a prize of equal or greater value, subject to any applicable approval by the state/territory gaming authorities.
21. The Prize draw will take place on **7 August 2024** at 12pm (AEST) at Gadens Lawyers, Level 13, 447 Collins Street, Melbourne VIC 3000. The first valid entry drawn randomly from the entries received during the Competition Period will win the Prize.
25. The prize will be applied to the Eligible Member's Citro card from **7 August 2024** once the winner has confirmed their Citro account details and have acknowledged that their Prize will be sent to that account.
26. If the Prize has not been accepted or claimed by **18 September 2024** (the "**Prize Claim Date**") or if, after making all reasonable attempts, the Promoter cannot contact the winner (or the winner does not contact the Promoter) by the Prize Claim Date, the relevant entry will be discarded and the Promoter will conduct an unclaimed prize draw on **25 September 2024** at the same time and place as the original draw in order to distribute the unclaimed Prize.
27. Any winner in the unclaimed prize draw will be contacted by email within 2 business days of the draw.
28. The name and state of residence of any winner in the unclaimed prize draw will be published on the Website on **16 October 2024** for 28 days.
29. If the prize remains un-won at the end of this promotion, or if the prize winner cannot be found, that information will be published on the Website on **29 October 2024**.
30. The Prize and all elements of the Prize must be taken as and when offered or will

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be forfeited, and if forfeited, the Promoter will not be liable. The Prize is subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including relevant validity periods and terms of use.

31. Where the Promoter, acting reasonably, is of the view that an entrant or their entry has breached these Terms and Conditions, it reserves the right to discard their entry.
32. The Promoter reserves the right, at any time, to verify the validity of entrants (including an entrant's identity, age and place of residence) and may disqualify any entrant who is not eligible to enter the Competition under these Terms and Conditions or who fails to verify the validity of their entry. Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
33. The Promoter is not responsible for any dispute between a winner and any person with whom they choose to, or choose not to, share a Prize.

General terms

34. Any failure by a winner to comply with the conditions imposed by the Prize supplier may result in a Prize being cancelled or withdrawn without liability for the Promoter or the Prize supplier.
35. Entrants must not, in relation to this Competition:
 - - a. tamper with the entry process;
 - b. engage in any conduct that may jeopardise the fair and proper conduct of the Competition;
 - c. act in a disruptive, annoying, threatening, abusive or harassing manner;
 - d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or

companies associated with this Competition;

- e. breach any law; or
- f. behave in a way that is otherwise inappropriate.

36. The Promoter is not liable for entries, Prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control.
37. The Promoter is not liable for any problems with communications networks outside its reasonable control.
38. If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
39. By entering, entrants request that their full address not be published.
40. If this Competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the Competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
41. The Promoter is not responsible for any tax implications arising from entrants winning a Prize. Entrants should seek independent financial advice. If for GST purposes this Competition results in any supply being made for nonmonetary consideration, entrants must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST

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inclusive market values.

42. 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 excludes all liability (including in negligence), for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this Competition or any Prize, and including (but not limited to) arising as a result of:
 - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. any theft, unauthorised access or third party interference;
 - c. any tax liability incurred by a winner (independent financial advice should be sought); or
 - d. accepting and/or using the Prize.
43. Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of Prize/s due to circumstances beyond the Promoter's reasonable control. The Promoter is not responsible for any undelivered emails due to an entrant's spam filters or email settings.
44. The Promoter reserves the right to disqualify any persons who breach any of these Terms and Conditions, provide false information or who seek to gain an unfair advantage or to manipulate this Competition.
45. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia.
46. This Competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.
47. If you are the winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.
48. The Promoter may collect your personal information (including through the Promoter's agents or contractors). The Promoter will use your personal information to conduct and manage the Competition. The Promoter may disclose your personal information to the Promoter's related companies, agents and contractors to assist in conducting this Competition, communicating with you or storing data. This may include disclosures to organisations outside Australia, including in places such as New Zealand, the Republic of Ireland, the United States, the Philippines and the Cayman Islands. The Promoter's Privacy Policy (at <https://www.nib.com.au/legal/privacy-policy>) contains information about:
 - a. how to seek access to the personal information the Promoter holds about you and seek correction of the information; and
 - b. how to complain about a privacy breach and how the Promoter will deal with such a complaint.
49. By entering this Competition, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the Spam Act 2003 (Cth), the Promoter includes a functional unsubscribe facility in each direct

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marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this Competition.



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