

Terms & Conditions

Win an Apple Watch a Day – February 2025

1. These Terms and Conditions apply to the “**Win an Apple Watch a day**” 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 Ltd ABN 83 000 124 381 of 22 Honeysuckle Drive, Newcastle NSW 2300. (“**Promoter**” or “**nib**”).
4. This Competition is a game of chance authorised under: NSW TP/00507, SA T24/2269, ACT T24/02972.
5. The Competition commences at 9:00am AEDT on **Saturday, 1 February 2025** and closes at 11:59pm AEDT on **Friday, 28 February 2025** (“**Competition Period**”).
6. There are twenty-eight (28) individual prizes to be won; 1 prize for each day during the Competition Period. Each prize consists of one Apple Watch SE GPS 40mm valued at the recommended retail price of AUD\$399 (inclusive of GST) (each a “**Prize**”). The colour and watch band/size of each Prize may vary, are subject to availability, and will be allocated to winners at random, as determined by the Promoter. The winner will not be able to choose their preferred colour/band/size, and Promoter is not liable if a winner does not receive the Prize in their preferred colour/band/size. Apple is not a participant in or sponsor of this Competition.
7. The total Prize pool for the Competition is AUD\$11,172.

How to enter

8. Entry into the Competition is only open to new or current nib or GU Health members, who, at the time they enter the competition:
 - a. are aged 18 years or older;
 - b. hold either an Extras, Hospital, Ambulance or Overseas Cover with either nib or GU Health; or hold a free nib membership; and
 - c. are up-to-date with any premium payments, if applicable (“**Eligible Entrants**”).
9. Membership with nib or GU Health (and, consequently, participation in this Competition) is subject to the terms and conditions which apply to the relevant nib or GU Health membership program, as amended from time to time.
10. To enter the Competition, Eligible Entrants must, during the Competition Period:
 - a. For new or existing nib members, go to the nib HealthCheck by logging in to the nib App, nib member account online or by visiting **<https://www.nib.com.au/healthcheck>**; or for existing GU Health members, go to the GU HealthCheck by logging into the GU Health App or via **<https://www.guhealth.com.au/health-services/healthcheck/home/>**; and
 - b. Log in to their member account or enter their details to join as a free nib member; and
 - c. answer and submit all responses to complete their nib or GU HealthCheck; and
 - d. be an active member at the time to competition is drawn, **Tuesday 11 March 2025** (excludes members whose policy is suspended, in arrears or on hold); and
 - e. have a first name, last name and valid email address registered on their membership or policy to be notified by the Promoter if they win a prize.
11. Eligible Entrants must not be an employee of the Promoter or its related entities and must not have any immediate family members who are employees of the Promoter or its related entities. ‘Immediate family’ means spouse, de facto spouse, child or stepchild (whether natural or by adoption), parent or stepparent, brother, sister, stepbrother or stepsister.
12. Eligible Entrants can **enter only once**.
13. Entries must be received during the Competition Period and will be deemed to be received only when they have actually been received by the Promoter.
14. Entrants are responsible for their own costs associated with entering.
15. Entrants who use automatically generated entries or multiple aliases, may be disqualified from the Competition.

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Prize Draw and Redemption

16. Only one Prize can be won by an Eligible Entrant.
17. Prizes are not transferrable, exchangeable or redeemable for cash.
18. Prizes may not be resold, offered for resale, used for advertising, promoting or other commercial purposes. Prizes must be taken as offered and may not be varied.
19. The Prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST.
20. The Promoter does not accept responsibility for any variation in the Prizes. If any Prize is unavailable, the Promoter reserves the right to substitute the Prize with a prize of equal or greater value, subject to any applicable regulation.
21. Acceptance and use of a Prize is subject to any additional terms and conditions of the relevant retailer or supplier.
22. The twenty-eight (28) Prize draws (representing one draw for each day during the Competition Period) will take place on **Tuesday, 11 March 2025** commencing at 2:00pm AEDT at Gadens Lawyers, Level 13, 447 Collins Street, Melbourne VIC 3000. In each draw, the first valid entry drawn randomly from the entries received on the relevant day during the Competition Period will each win a Prize (being one Prize for a winner for each day of the Competition Period).
23. Entries received in one calendar day during the Competition Period **do not** roll over into the next calendar day and are not included as entries for subsequent draws.
24. Where no entries have been received for any relevant day during the Competition Period, the Prize will carry over to the next draw on which the Promoter has received enough entries to award the Prize.
25. The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a Prize is unclaimed ("**Reserve Entrants**").
26. Winners will be contacted by the email registered on their membership or policy within three (3) business days of the draw.
27. Winners' first name, last name initial and postcode will be published on the website **www.nib.com.au/health-insurance/competition-winners** ("**Website**") on **Tuesday, 18 March 2025**.
28. Prizes will be mailed out from **Tuesday, 18 March 2025** once winners have claimed their Prize, confirmed their postal AU address, and have acknowledged that their Prize will be sent to that postal AU address.
29. If a Prize has not been accepted or claimed by **Tuesday, 25 March 2025** (the "**Prize Claim Date**") or if, after making all reasonable attempts, the Promoter cannot contact a winner (or a winner does not contact the Promoter) by the Prize Claim Date, the relevant entry/ies will be discarded and the Promoter will conduct an unclaimed prize draw on **Thursday, 27 March 2025** at the same time and place as the original draw in order to distribute any unclaimed prizes.
30. Any such winner/s in the unclaimed prize draw will be contacted by email within 3 business days of the draw.
31. The first name, last name initial and postcode of any winner/s in the unclaimed prize draw will be published on the Website on **Monday, 31 March 2025**.
32. If any Prize remains un-won at the end of this Competition, or if a Prize winner cannot be found, that information will be published on the Website on **Tuesday, 29 April 2025**.
33. Prizes and all elements of Prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable for providing alternative Prizes. Prizes are subject to any additional terms and conditions imposed by the relevant supplier.
34. Where the Promoter, acting reasonably, is of the view that an entrant has breached these Terms and Conditions, it reserves the right to discard their entry.
35. 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 does not waive those rights.

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General terms

36. If an entrant or their entry are deemed by the Promoter to breach these Terms and Conditions, their entry may be discarded.
37. 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.
38. 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.
39. This Competition adheres to the Instagram and Facebook terms and conditions set out in the promotion guidelines. Eligible Entrants release Instagram and Facebook and their associated companies from all liabilities arising in respect of the Competition. Eligible Entrants acknowledge that the competition is in no way sponsored, endorsed or administered by, or associated with Instagram and Facebook.
40. The Promoter is not liable for any problems with communications networks outside its reasonable control.
41. 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.
42. By entering, entrants request that their full address not be published.
43. 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.
44. 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 inclusive market values.
45. 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 the agencies and companies associated with this Competition exclude all liability (including negligence), for any personal injury, illness or death; or any loss, expense or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way in connection with this Competition, including but not limited to:
 - 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.
46. 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, or for any damage that occurs to displayed Prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, Prize/s will only be delivered to addresses in Australia. The Promoter is not responsible for any undelivered emails due to an entrant's spam filters or email settings.

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47. The Promoter reserves the right to disqualify any persons who materially breach any of these Terms and Conditions, provide false information or who seek to gain an unfair advantage or to manipulate this Competition.
48. You may have consumer rights 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, which may be relevant to any issue or problem you encounter in relation to this Competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See www.accc.gov.au for more information about those rights under the *Competition and Consumer Act 2010* (Cth).
49. 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 Kingdom, the United States, the Philippines, Brazil and the Cayman Islands.
50. By entering, 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 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. The Promoter will not use any sensitive information collected about you as a result of you entering this Competition for direct marketing purposes.
51. The Promoter's Privacy Policy (see <https://www.nib.com.au/legal/privacy-policy>) includes information about:
 - a. How to see access to the personal information the Promoter holds about you and seek correction of that information; and
 - b. How to complain about a privacy breach and how the Promoter will deal with such a complaint.