

Terms & Conditions

TERMS & CONDITIONS

Promotion	nib Get Away with 10K Promotion
Promoter	The Promoter is nib Health Funds Ltd (ABN 83 000 124 381) of 22 Honeysuckle Drive Newcastle, NSW 2300 ("nib").
Promotion Period	Promotion Period commences: 09.00am AEST on 01/06/2018 Promotion Period concludes: 11.59pm AEST on 30/06/2018
Eligible Entrants	The Promotion is only open to individuals who: (a) are residents of Australia; (b) are aged 18 years or older; (c) have a valid email address; (d) are not employees of nib. "Employees" means any directors, management, employees, consultants, officers or contractors. The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.
How to Enter	To receive one (1) entry in the Promotion, an Eligible Entrant must, during the Promotion Period, fully complete and submit the online entry form hosted at http://go.nib.com.au/getawaywithnib (Promotion Site) providing all details required, including but not limited to: (a) any requested personal information; (b) a valid email address; (c) agreeing to be emailed by nib; and (d) their acceptance of these Terms and Conditions, (Eligible Entry).

Required Verification	If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation required by the Promoter to verify their identity, age, eligibility to participate in the Promotion and claim the prize (if won) and compliance with these Terms and Conditions. If the items required by the Promoter are not received or an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry submitted by the entrant will be deemed invalid. The prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction. It is the responsibility of the entrant to provide the required information.
Prize Draw	A random electronic prize draw will be conducted by a representative of the Promoter at Prime Focus, Level 1, 500 Chapel St, South Yarra, VIC 3141 (Draw Location) at 12 noon AEST on 09/07/2018 (Prize Draw). The Promoter may draw reserve entries in the Prize Draw and record them in order to use in the instance an invalid entry or ineligible entrant is drawn, or the prize is not claimed, in accordance with these Terms and Conditions (Reserve Entries). The first Eligible Entrant with a valid Eligible Entry drawn in the Prize Draw will win the prize.
Prize Details	The prize is AUD\$10,000 awarded via bank transfer to the winner's Australian bank account as nominated by, and in the name of, the winner. If the winner does not provide their bank account details as and when requested by the Promoter, they will forfeit the prize and no substitute will be offered.
Notification of Prize Winner	The Prize winner will be notified via email and will also be announced on the Promotion Site from 31/07/2018 .
Re-Draw (If Any)	If the Prize is won by an Eligible Entrant and the Prize is unclaimed, undeliverable or returned to the Promoter by 11.00am AEDT on 09/10/2018 , a replacement winner will be determined from the Reserve Entries. If there are no available Reserve Entries, a random electronic re-draw will be conducted at 12 noon AEDT on that date at the Draw Location by a representative of the Promoter from all remaining entries received in the Promotion, subject to any directions from the relevant gaming departments (Re-Draw).
Notification of Re-Draw Winner (If Any)	Re-Draw winner (if any) will be notified via email and will also be announced on the Promotion Site from 02/11/2018 .
Entry Limit	Limit one (1) entry per person in the Promotion.
Prize Pool	AUD\$10,000.00
Permit Numbers	NSW LTPS/18/24421, SA T18/818 & ACT TP 18/00892.

GENERAL CONDITIONS

1. Details above and the following clauses collectively form the terms and conditions of this Promotion ("Terms and Conditions").
2. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
3. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
4. Any values stated in these Terms and Conditions are in AUD/RRP/including GST.
5. If more than one person attempts to claim the prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.
6. Entrants can only participate in the Promotion in their own name, using their own personal details. Entrants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
7. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded the prize to the ineligible person. Payment of the prize value to the Promoter may be required by the Promoter if this occurs.
8. Incomplete, indecipherable or incorrect entries will be deemed invalid. Entrants are responsible for ensuring their correct personal details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an entrant fail to receive their prize because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
9. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant.
10. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.
11. The Promoter is not responsible for any undelivered emails due to an entrant's spam filters or email settings.
12. The Promoter shall not be liable for the prize being lost, stolen, damaged or tampered with in any way before it reaches an entrant or after it has been released to an entrant.
13. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Eligible Entrants must submit their entries manually using a compatible internet browser. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically submit entries in the Promotion repeatedly is prohibited and will render all entries submitted using such means invalid.
14. The Promoter may, in its sole discretion, declare any entry or entrant invalid if the entrant:
 - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion;
 - (b) submits an entry that is not in accordance with these Terms and Conditions or

who tampers with the entry process; or

- (c) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.

15. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.

16. As a condition of claiming the prize, an entrant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or prize supplier in their absolute discretion including but not limited to a legal release and indemnity form.

17. The Promoter may communicate or advertise this Promotion via Facebook. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.

18. The Prize must be taken as offered and may not be varied. The Prize is not transferable, exchangeable or redeemable for cash (unless otherwise stated in these Terms and Conditions). If the prize is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, subject to any directions from any relevant authority.

19. Except for any liability that cannot be excluded by law, the Promoter (including its 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 out of the Promotion, including, but not limited to, where arising out of the following: (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 entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability/implications incurred by an entrant; or (f) use of the prize.

20. The:

- (a) Promoter, the Promoter's related entities and all agencies associated with the Promotion; and

- (b) the employees, agents, directors and contractors, of all entities referred to in this clause,

shall not be liable for any loss or entry, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) regarding, or arising from, the Promotion or acceptance of the prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

21. Entrants must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to winning the prize in the Promotion, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

PERSONAL INFORMATION/AGREEING TO HEAR FROM THE PROMOTER

22. Immediately upon submission by an entrant, their entry becomes the sole property of the Promoter.
23. By submitting an entry in the Promotion, entrants agree to be contacted by email by a nib representative, and consent to the information they provide being entered into a database and to be used by the Promoter, the Promoter's related entities and agencies engaged by the Promoter, for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them. Should an entrant wish to opt out or access or update their information held by the Promoter at any time, they can contact the Promoter via email at advertising@nib.com.au or via an opt-out function in future promotional material sent to the entrant.
24. Information entrants provide will also be used by the Promoter for the purpose of administering this Promotion and awarding the prize. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and, as required, to regulatory authorities.
25. The Promoter's privacy policy can be found at - <https://www.nib.com.au/legal/privacy-policy>. If an entrant has any questions regarding their privacy, they should contact the Promoter as set out in the privacy policy, or via email to advertising@nib.com.au