

Terms & Conditions

Student Edge Exclusive - Join nib GreenPass to win an Apple Watch a Day

1. These Terms and Conditions apply to the **"Student Edge Exclusive - Join nib GreenPass to 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 limited ABN 83 000 124 381 of 22 Honeysuckle Drive, Newcastle NSW 2300. (**"Promoter"** or **"nib"**). The Promoter has engaged Student Edge Pty Ltd ABN 78 116 154 904 of 223 Liverpool St Darlinghurst NSW 2010 to assist in running the Competition (**"Student Edge"**).
4. This Competition is a game of chance authorised under: ACT TP 24/01104.
5. The Competition commences at 9:00am AEST on Tuesday, 11 June 2024 and closes at 11:59pm AEST on Thursday, 20 June 2024 (**"Competition Period"**).
6. There are ten (10) 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 watch in a colour/band/size of preference. (Apple is not a participant or sponsor in this Competition). The Competition is a game of chance.
7. The total Prize pool for the Competition is AUD\$3,990.

How to enter

8. Entry into the Competition is only open to persons aged 18 years or over who;
 - a. hold a current Student Edge membership
 - b. are not a current nib GreenPass member
 - c. are not a current policy holder of a product issued by nib (including Qantas Health Insurance, Suncorp Health Insurance, GU Health Insurance, AAMI Health Insurance, Apia Health Insurance, ING Health Insurance, Priceline Health Insurance, Real Health Insurance, Seniors Health Insurance, nib International Workers Health Insurance, nib Overseas Students Health Insurance or nib Corporate Health Insurance) (**"Eligible Entrants"**).
9. To be eligible to win, Eligible Entrants must, during the Competition Period:
 - a. join nib GreenPass via <https://cloud.au.nib.com.au/studentedge>
 - a. provide their first name, last name and a valid email address to complete the join process and to enable the Promoter to communicate the offer of a prize; and
 - b. be an active nib GreenPass member at the time the Competition is drawn.
10. Eligible Entrants must not be an employee of the Promoter, Student Edge or 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



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adoption), parent or step-parent, brother, sister, step brother or step sister.

11. Eligible Entrants can enter only once.
12. 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.
13. Entrants are responsible for their own costs associated with entering.
14. Entrants who use automatically generated entries or multiple aliases, may be disqualified from the Competition.

Prize Draw and Redemption

15. Only one Prize can be won by an Eligible Entrant.
16. Prizes are not transferrable, exchangeable or redeemable for cash.
17. 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.
18. The Prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST.
19. 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.
20. Acceptance and use of a Prize is subject to any additional terms and conditions of the relevant retailer or supplier.
21. The Prize draws will take place on Wednesday, 26 June 2024 at 2:00pm AEST at nib health funds limited (ABN 83 000 124 381) of 22 Honeysuckle Drive, Newcastle NSW 2300. In each draw, the first valid entry drawn randomly from the entries received will win a Prize (one prize for each day of the Competition Period). Entries received in one calendar day do not roll over into the next calendar day entries for subsequent draws. Where no entries have been received for any relevant day during the competition period, the prize/s will carry over to the

next draw on which the Promoter has received enough entries to award the prize/s.

22. 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**").
23. Winners will be contacted by email within three (3) business days of the draw.
24. Winners' names will be published at www.nib.com.au/health-insurance/competition-winners ("**Website**") on Wednesday, 3 July 2024.
25. Prizes will be mailed out from Tuesday, 9 July 2024 once winners have confirmed their postal AU address, and have acknowledged that their Prize will be sent to that postal AU address.
26. If a Prize has not been accepted or claimed by 5:00pm AEST Friday, 12 July 2024 (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 Wednesday, 17 July 2024 at the same time and place as the original draw in order to distribute the unclaimed Prize/s.
27. Any winner/s in the unclaimed prize draw will be contacted by email within three (3) business days of the draw.
28. The names of any winner/s in the unclaimed prize draw will be published at www.nib.com.au/health-insurance/competition-winners on Wednesday, 24 July 2024.
29. 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, 30 July 2024**.
30. Prizes and all elements of Prizes must be taken as and when offered or will be

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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.

31. 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.
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.

General terms

33. 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.
34. The Promoter is not liable for entries, Prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
35. The Promoter is not liable for any problems with communications networks.

36. The Promoter's decision in connection with all aspects of this Competition is final.
37. 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.
38. 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.
39. 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.
40. 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 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 Competition, including but not limited to:

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- 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.
41. 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.
42. 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.
43. 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.
44. Personal information is being collected by the Promoter for the purpose of conducting and promoting this Competition, and to assist the Promoter to

improve its services. By entering this Competition, an entrant consents to storage and use of their personal information by the Promoter in accordance with its Privacy Policy. If the personal information is not provided, the entrant may not participate in this Competition.