

Terms & Conditions

nib “Win your way to Grand Final Day” Competition

1. These Terms and Conditions apply to the nib “Win your way to Grand Final 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 Richmond Football Club Limited ABN 25 679 73 340 of Swinburne Centre, Punt Rd, Richmond VIC 3121 to assist in running the Competition (“**Richmond FC**”).
4. This Competition is an AFL Authorised GF Promotion: GFAFL24/46.
5. The Competition commences at 9:00am (AEST) on Friday, 3 May 2024 and closes at 11:59pm (AEST) on Sunday, 25 August 2024 (“**Competition Period**”).
6. There is one (1) individual prize to be won. The prize consists of two (2) reserved seat tickets to the 2024 Toyota AFL Grand Final (valued at \$900) and one (1) \$5,000 nib Digital Visa Gift Card (the “**Prize**”). The total Prize pool for the Competition is AUD\$5,900 inc GST. The nib Digital Visa Gift Card (‘Card’) is issued by Heritage and People’s Choice Limited trading as Heritage Bank ABN 11 087 651 125 (‘Heritage’) pursuant to a licence from Visa Worldwide PTE Ltd. For full terms and conditions visit <https://activgiftcard.com.au/termsconditions/>
7. For the avoidance of doubt, no flights, travel or accommodation is provided as part of the Prize.
8. The Competition is a game of skill. Chance plays no part in determining the

winner. Each entry will be individually judged, based upon individual creative merit and originality.

Entry requirements

9. Entry into the Competition is only open to permanent residents of Australia, who are aged 18 years or older on the date on which they enter the Competition (**Eligible Entrants**).
10. To be eligible to win, Eligible Entrants must:
 - a. Go to the competition entry form at <https://cloud.au.nib.com.au/win-your-way-to-gf-2024> the “Website”; and
 - b. Complete the competition question in 50 words or less; and
 - c. Complete all required data entry fields on the competition entry form; tick the box to accept these Competition terms and conditions; tick the opt-in box for the GreenPass Privacy Collection Notice; and submit the form to join nib GreenPass.
11. Eligible Entrants must not be an employee of the Promoter, Richmond FC 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 adoption), parent or step parent, brother, sister, step brother or step sister.
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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How to enter

16. To enter this Competition, Eligible Entrants must go to the Website, fill in their details, sign up to nib GreenPass and tell us in 50 words or less: *"How would winning \$5,000 and tickets to the 2024 Toyota AFL Grand Final get you excited and why?"*.
17. Competition entries become the property of the Promoter upon submission.
18. 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.

Prizes and Determination of winners

19. Only one Prize can be won by an Eligible Entrant.
20. Prizes are not transferrable, exchangeable or redeemable for cash.
21. 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.
22. The Prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST.
23. 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.
24. Acceptance and use of a Prize is subject to any additional terms and conditions of the relevant retailer or supplier.
25. The Prize judging for the winning entry will take place at 11:00am (AEST) on Wednesday, 28 August 2024 at 22 Honeysuckle Drive, Newcastle NSW 2300. A panel of judges will choose one (1) prize winner, who will be selected based on the creativity and originality of their submission. The judges' decision in relation to any aspect of the Competition will be final and binding on every person who enters, and no correspondence will be entered into.
26. The Promoter may draw two additional reserve entries and record them in order in case the winning entry or entrant is deemed invalid, or a Prize is unclaimed ("**Reserve Entrant(s)**"). The reserve entries will be selected using the same method as the original judging, subject to the requirements and/or approval of any regulatory authority.
27. The winner will be contacted by email and/or telephone within 24 hours of the Competition being drawn.
28. If, after making all reasonable attempts, the Promoter cannot contact the Winner (or if the Winner does not contact the Promoter) by 5.00pm (AEST) on Monday, 2 September, their entry will be forfeited. The prize will then be awarded to the first or second Reserve Entrant selected.
29. The Winner will be sent their \$5,000 nib Digital Visa Gift Card within 14 days of the competition draw taking place and once they have confirmed their details and acknowledge that their prize will be sent to the confirmed email address submitted with their entry.
30. The two (2) reserved seat tickets to the 2024 Toyota AFL Grand Final will be sent out to the Winner as soon as they become available from the AFL, approximately from 9 September 2024, and once they acknowledge that their prize will be sent to the previously confirmed email address.
31. The Promoter takes no responsibility for Prizes lost or damaged in transit.
32. The Winner's name and state of residence will be published on the website <https://www.nib.com.au/health-insurance/competition-winners> ("**Website**") on Thursday, 5 September 2024.
33. The Prize and all elements of the Prize 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

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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.
36. The Promoter also reserves the right to disqualify any entrant submitting an entry which, in the opinion of the Promoter, is incomprehensible, illegible, and incomplete or includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. Failure by the Promoter to enforce its rights at any time does not constitute a waiver of these rights.
37. Entrants and winners agree to submit images and/or content of them with their prize if it is requested by nib in conjunction with promoting the competition. This content will become the property of the said agents and suppliers for promotional purposes. The Winner agrees to grant the Promoter a perpetual and non-exclusive license to use competition footage and photographs in all media worldwide, including online social networking sites, and the Winner will not be entitled to any fee for such use.
38. The Winner consents to any comments made being published on the promoter's website, social media accounts and marketing materials.

General terms

39. 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.

40. The Promoter is not liable for entries, Prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
41. The Promoter is not liable for any problems with communications networks.
42. The Promoter's decision in connection with all aspects of this Competition is final.
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 Games may be subject to change by the AFL without notice, and as a result, the Promoter reserves the right to modify or cancel the Competition without notice in the event that a Game is cancelled, changed or delayed.

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45. 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.
46. Subject to any rights any person has under any laws, the Promoter excludes all liability to the maximum extent allowed by law, for any loss or damage (including loss of opportunity, profits or business) in relation to or arising from this Competition.
47. The Promoter is not responsible for any undelivered emails due to an entrant's spam filters or email settings.
48. 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.
49. 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.
50. 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.