Terms & Conditions

1. Introduction

EonX operates and maintains the Site and administers nib Rewards for nib. Unless provided otherwise, EonX manages and fulfils any orders, vouchers, gift cards, enquiries and/or product sales within or through the Site.

Use of the Site is subject to the terms and conditions listed below ("Site Terms"). Please ensure you read and understand these terms.

2. General Definitions

(a) **Affiliated Points Partner** means an entity such as an airline or loyalty provider, who has approved the transfer of Program Points to their own frequent flyer or points programs for redemption.

(b) **Account** means your membership with the Client which provides you access to the Program.

(c) **Client** means nib health funds limited (ABN 83 000 124 381) ("nib"). In these Site Terms, all references to the Client shall be read as including nib's related bodies corporate as the context requires.

(d) **EonX** means EonX Services Pty Ltd (ABN 39 615 958 873), the operator of the Program, and is herein referred to as We, Us or Our.

(e) **eWallet** means the registered and trademarked name of the digital wallet available to You on the Program.

(f) **Member** means the person who is a member of the Client which has been provided approved access to the Program. A person must reside in Australia, be an individual aged 16 or over, and fulfil one of the following criteria:

(i) be insured under a product issued by nib, nib International Workers Health Insurance, nib Overseas Students Health Insurance, nib Corporate Health Insurance (excluding Qantas Health Insurance, Suncorp Health Insurance, AAMI Health Insurance, Apia Health Insurance, ING Health Insurance, Real Health Insurance, Seniors Health Insurance) which is not suspended or cancelled, have served 30 days of membership and premium payments must not be overdue or in arrears; or

(ii) be registered as a free nib member.

(g) **Products** means all functional **services**, offers and goods available on the Program, issued directly by EonX and or a Service Partner through EonX.

(h) **Program** means this Site, which delivers eWallet services to You, and which you have agreed to use in accordance with the Site Terms.

(i) **Program Points** means the points you have earned or been awarded, and redeemed in the Program.

(j) **Service Partner** means a third party business offering Products in the Program.

(k) **Reward** means Products or any other services which can be redeemed by Client Members within the Program.

(l) **Rewards Tier** means the membership type with the Client which governs the rate that Program Points are earned, or offers are made available to Client Members in the Program.

(m) **Site** means the Program website made available to You in accordance with these Site Terms.

(n) **Site Terms** means these Program Terms and Conditions.

(o) **You or Your** means the Member.

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(p) **We, Us or Our** means EonX, the operator of the Program.

3. Site Terms

(a) The Site is owned and operated by Us.
(b) Through this Site, You can access the Program, subject to being an approved eligible Member.
(c) These Site Terms apply to the use of the Program and the Site**,** including the use of the services offered on this Site.
(d) Any party that is registered to use the Program, and uses the Program, hereby agrees to be bound by these Site Terms.
(e) If You do not accept these Site Terms, please discontinue using this Site immediately. If You use the Site, You will be deemed to have accepted these Site Terms in their entirety.
(f) These Site Terms must be read in conjunction with any other applicable policies, terms and conditions governing the use of this Site as advised from time to time.
(g) We reserve the right to amend these Site Terms at any time. Where amendments will impact your use of the Program, We will inform you of the changes in a reasonable timeframe.
(h) Members' access and use of this Program is permitted by Us and the Client, and You remain liable to Us for any misuse of the Program (i.e. use of the Program outside the scope of these Program Terms and Conditions), and liable for any misconduct in using the Program (i.e. using the Program in a manner deemed to be fraudulent or unethical by Us).
(i) We may, at Our discretion, suspend access to the Program due to any breach of the Site Terms.
(j) We may change or add to this Program, any information or offers including products and services contained herein at any time.
(k) While We will use all commercially reasonable efforts to ensure that information on this Program is accurate and up to date, We will not be liable to You and any other third party for any errors displayed within the Program.
(l) In the event that the Program is terminated, We may continue to provide services (including those covered by these Site Terms) to the Member with the exception of any benefits that would have applied exclusively to the Client branded Program.

4. Disclaimers and Liabilities

(a) You are ultimately liable for any loss, damage, claim, fees, chargeback, demand and expense suffered or incurred by Us or the Client as a result of a breach of the Site Terms, and for any misuse, misconduct and fraudulent activity by You.
(b) We and the Client will not be liable for any damage to or any viruses which may affect Your computer on account of Your access to this Program.
(c) We and the Client are not liable if interference with or damage to Your computer systems occurs in connection with the use of this Program or linked websites.
(d) You may not use this Program to collect or harvest personal information including internet addresses about anyone participating in the Program.
(e) You may not purchase Products through this Program with the intention of on-selling them or for generating profit for You, or for any other third party.
(f) We and the Client are not liable whatsoever to You in respect of any loss or damage which may be suffered or

incurred due to misuse, misconduct or fraudulent activity, or which may arise directly or indirectly in respect of the services supplied pursuant to these Site Terms or in respect of any failure or omission on part of Us.

(g) To the extent permitted by law, no warranty condition, description, endorsement, guarantee or representation by Us and the Client is given or implied or has been given or implied, and any statutory or other warranty condition, description or representation is hereby excluded.

(h) You will access the Program using the approved access credentials to identify You, and You will be in breach of these Site Terms if You share these access credentials with anyone else, or provide information which is not Yours.

(i) For the avoidance of doubt, nothing in these Site Terms is intended to limit or exclude Our or the Client's liability for loss and damage that is caused by:
   (i) negligence or wilful misconduct in breach of these terms; or
   (ii) breach of any laws which apply to the Ours or the Client's provision of goods and services to You under these Site Terms.

5. Warranties

(a) To the extent permitted by law, We and the Client do not warrant that any information or service provided or referenced by this Program is either merchantable or accurate, that such information or service will fulfil any of Your particular purposes or needs, or that such information or service does not infringe on any third-party rights.

(b) While We use commercially reasonable efforts to include accurate and up-to-date information on the Program, We make no warranties or representations as to its accuracy.

(c) We may at Our discretion, periodically add, change, remove or improve any of the information, Products and technology contained in these Site Terms and Program.

(d) We and the Client assume no liability or responsibility for any errors or omissions in the content of the Program.

6. Third Parties

(a) We will not be liable for any mistake, failure or negligent action on the part of any Service Partner or the Client or any other third-party providing services in the Program.

(b) You acknowledge and agree that the provision of any services available to You in the Program are at Your own risk.

(c) Third parties that are providing services in the Program reserve the right to change, modify or cancel any offers or terms at their discretion.

(d) We and the Client will not be liable for any direct, indirect, incidental, special, consequential or punitive loss or damages (including but not limited to loss of use, loss of opportunity, loss of revenue, loss of profits, or loss of business) arising out of access to, or use of, the Program, website materials or linked materials.

7. Termination and Suspension

(a) These Site Terms commence on the date that Site access is granted to You and shall continue until terminated in accordance with its terms.

(b) We or the Client, may in our discretion, suspend or terminate Your access to the Program in the case of a breach of any Site Terms, without notice if:
  (i) We or the Client believe that you have committed a material breach of these Site Terms;
  (ii) You misuse any privilege granted to you as a Member under the Program;
  (iii) You reside outside of Australia;
  (iv) You supply any false or misleading information or make any false or misleading misrepresentations to Us, the Client or to any Service Providers in connection with the Program or a Product which materially affects Ours or the Client's ability to provide goods or services to you in accordance to these Site Terms;
  (v) We or the Client reasonably believe that purchases are being made for commercial purposes (including resale); or
  (vi) We or the Client suspect, detect, or are informed by a government authority or a reputable third party, that you have engaged, have attempted to engage, or are attempting to engage in fraudulent activity in connection with your use of the Program.

8. Closing Your Account

(a) Members who cancel their membership with the Client may change Rewards Tier or lose access to the Program but You will remain liable for all obligations related to Your Account even after the Account is closed.

(b) Before Your Account is closed, You must redeem Your points or funds within the Program, otherwise they will be forfeited upon Your Account closure or termination.

(c) Once Your Account is closed, You will not have access to the Program, however You will still be able to use the digital gift cards You have purchased on the Program and which were emailed to You upon completion of each previous purchase.

(d) You may not close Your account where You have a pending transaction or an open dispute or claim.

(e) Members who suspend their membership with the Client will be unable to access the Program for the duration of their suspension.

9. Program Points

(a) You will earn Program Points on eligible transactions in accordance with your Rewards Tier.

(b) The number of points available to be earned will be the number communicated at the time to obtain the Reward from any Service Partner.

(c) Program Points earned on eligible transactions, may exclude freight, delivery, taxes and GST.

(d) The Client, at its discretion, may also award additional Program Points to eligible Members under special promotions from time to time. These offers are subject to separate terms and conditions which will be communicated at the time the offer is made. Eligibility for these offers is subject to those terms and conditions, and eligible Members must read them carefully to successfully redeem the offer.

(e) You can redeem Program Points for Product in the Program.

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(f) Processing and allocation of Program Points into your eWallet may take up to 120 days after the date of purchase, subject to the terms set by the Service Partner.

(g) If the goods or services are cancelled, returned or refunded, Program Points will not be payable.

(h) Program Points do not have a monetary value and cannot be exchanged for cash. They cannot be sold, transferred or exchanged other than in accordance with these Site Terms.

(i) Program Points collected in your account are not transferable to any other person or account.

(j) Program Points will expire if:
  (i) You have not logged into the Program and earned or redeemed points in the last 12 months;
  (ii) You have not been an eligible Member for the last 6 months or more.

(k) The expiry of additional Program Points awarded by the Client to eligible members will be outlined at the time the offer is made. We recommend that You check the terms and conditions of the specific offer to inform Yourself of the expiry.

(l) Program Points can be checked:
  (i) through the Site via Your eWallet; or
  (ii) via email rewards@nib.com.au

(m) The Client may also send periodic statements to Members setting out details of their points balance.

(n) If you believe that there has been an error in the issuance or redemption of your Program Points you should notify Us via email rewards@nib.com.au as soon as possible so that We can resolve Your query.

10. Electronic Listings and Advertisements

(a) We do not accept responsibility for the accuracy, error or omission in any services or advertisements published within the Program, and disclaim all liability to You for any loss or damage arising from such inaccuracy, error or omission.

(b) Third parties providing services in the Program shall own the copyright of the listing or the advertisement.

(c) Your use of the Program may or may not require the installation of third party software or products. You agree that:
  (i) this is entirely Your responsibility; and
  (ii) We and the Client are not responsible in any way for making any recommendations about, supplying or installing such software or products.

(d) You acknowledge and agree that:
  (i) the Program may contain content and information drawn from a variety of third party sources and may from time to time make available to You third party products or services.
  (ii) The linked websites on this Program are provided for convenience only and may not remain current or be maintained.
  (iii) Links to third party websites should not be construed as any endorsement, approval, recommendation, or preference by Us and the Client, of those third party sites, and of any information, products or services referred to on those sites.

(e) Some products can only be purchased or redeemed by Members who are over 18 years of age.

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11. Trade Marks

Other products and company names mentioned in this Program may be the trademarks of other third parties, people or entities. Nothing in these Site Terms transfers any right title or interest in any trade marks to You.

12. Personal Information

(a) When transacting with You, We may ask You for Your name, email, mobile number, membership information, and any other relevant information required to accurately identify You.

(b) You are responsible for maintaining adequate security and control of Your passwords, personal identification numbers or any other information that You use to access the Program. You must complete and keep Your profile information current at all times.

(c) We will handle (and will procure that the Client handles) all personal information provided by You in accordance with Our Privacy Policy and the Client's Privacy Policy. To the extent of any inconsistency, the Client's Privacy Policy will prevail.

(d) We may change the Privacy Policy from time to time by publishing an updated version on the Site. We encourage you to check the Site periodically to ensure that you are aware of the current Privacy Policy.

(e) All parties are bound to comply with all relevant privacy laws and regulations, including the National Privacy Principles and Information Privacy Principles made under the Privacy Act 1988 (Commonwealth).

13. Delivery

(a) We and the Client do not take any responsibility for any Products such as gift cards, tickets, or vouchers that are misplaced, lost or stolen when sent through Australia Post. On ordering, You have the option of Registered Post at a fee, which is displayed during the time of checkout, and You acknowledge that Australia Post will be held liable for items that are misplaced or lost when sent via this method.

(b) For products purchased through the eStore, please note that that standard delivery is between 5-15 business days, subject to stock levels. If a delivery fee is applicable, this will be displayed during the time of checkout. Parcels will require a signature upon delivery. Deliveries cannot be made to a PO Box. Deliveries may not be made to gated communities. If You see that Your item has been damaged in transit, or upon arrival please refuse to accept the delivery so that items may be returned to Us immediately. If Your item is faulty please contact Us directly for assistance. Please choose Your purchases with care as We are unable to accept returns due to change of mind. Items can only be returned in circumstances where an item is damaged or faulty. If a return is required, please ensure You notify Us within 2 days of receipt of Your item.

14. Governance

This Program shall be governed by and construed in accordance with the laws of the State of New South Wales and the parties irrevocably submit to the jurisdiction of any Court of that State.

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15. Payments, Refunds & Chargebacks

(a) You agree to make all payments within the Program in Australian Dollars.

(b) Payment can be made by credit/debit card, Points or other payment options made available to You by Us. Once payment has been cleared, We will distribute the Products You have purchased. You confirm that the credit/debit card that is being used is Yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer and Us. If the issuer of Your credit card refuses to authorise payment for Products or services within our Program, We will not be liable for any such delay or non-delivery.

(c) Expiration of any Products including but not limited to gift cards and vouchers may vary depending on the requirements of the participating Service Partners.

(d) All gift cards or vouchers sold via this Program are restricted by the terms and conditions of each Service Partner, and should be found in their specific terms and conditions. It is important and we strongly encourage you to read the terms and conditions of applicable Service Partners.

(e) All gift cards and vouchers cannot be amended, cancelled, exchanged or refunded and are to be treated as cash. Gift cards and vouchers are valid until the expiry date set by the Service Partner and cannot be exchanged or replaced. Gift cards and vouchers are sold for Your personal use only, and are not to be re-sold or to be re-distributed.

(f) We will only process card transactions that have been authorised by the applicable card issuer, and do not guarantee or assume any liability for transactions authorised and completed which may later be reversed or charged back. You are responsible for all reversed or charged back transactions, regardless of the reason for, or timing of, the reversal or chargeback.

(g) We may add or remove one or more payment methods at any time.

(h) Credit/Debit card payment may attract an additional fee which will be shown at the time of purchase.

(i) If a chargeback occurs, We will use commercially reasonable efforts to resolve the dispute, however once the chargeback is finalised, We will automatically debit You for the chargeback amount in addition to a chargeback fee of $55.00.

16. Purchase Limit

We and/or Service Partners may impose limits on the number or dollar value of Products that Members are allowed to purchase. We reserve the right to introduce and modify spending and quantity limits at any time without notice. Limits may be imposed based on various factors, including user behaviour, supply, and the overall integrity of the Program.

17. Taxes and Information Reporting

It is Your responsibility to determine what, if any, taxes apply to the benefits or payments You make or receive, and it is solely Your responsibility to assess, collect, report and remit the correct taxes to the appropriate authority. We are not responsible for determining whether any taxes apply to

Your transaction, or for calculating, collecting, reporting or remitting taxes arising from any transaction. You acknowledge that We may make certain reports to tax authorities regarding transactions that We process.

18. Contact

We are committed to dealing with Member queries and resolving issues in accordance with Our complaints handling processes and policies, and relevant regulatory standards.

If You have a concern about our services, or believe Your Account may be subject to an unauthorised transaction, account takeover or other type of fraudulent activity, You should contact Us immediately.

For any notice to be given in writing, or to get in touch with Us, please contact us as follows:

Email: rewards@nib.com.au

Phone: 1300 962 530

Last Updated 07 August 2026