

Terms & Conditions

nib “Win 1 of 20 Sonos One Speakers” Competition

Terms and Conditions

1. These Terms and Conditions apply to the nib “Win 1 of 20 Sonos One Speakers” Competition (“**Competition**”). By participating, entrants agree to be bound by these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.
2. The Promoter is nib health funds limited ABN 83 000 124 381 of 22 Honeysuckle Drive, Newcastle NSW 2300. (“**Promoter**” or “**nib**”). NSW Permit: LTPS/19/40437, ACT Permit: TP 19/04766, SA Permit T19/2031.
3. The Competition commences at 12:00am (AEDT) on 10 December 2019 and closes at 11.59pm (AEDT) on 31 January 2020 (“**Competition Period**”).
4. There are 20 individual prizes to be won. Each prize consists of a black SONOS One Speaker valued at AUD\$299 each (“**Prize**”). The total Prize pool for the Competition is AUD\$5,980.

How to enter

5. Entry into the Competition is open to permanent residents of Australia, who are aged 18 years or older on the date on which they enter the Competition (“**Eligible Entrants**”).
6. To enter the Competition, Eligible Entrants must subscribe using a valid and current email address (and provide any other requested information including their residential address) to receive healthy living and health insurance

information from nib, along with updates on current or upcoming offers at

<https://go.nib.com.au/comp> or

<https://go.nib.com.au/corpcomp>.

7. Eligible Entrants must not be an employee of the Promoter and must not have any immediate family members who are employees of the Promoter. Immediate family means spouse, defacto spouse, child or step child (whether natural or by adoption), parent or step parent, brother, sister, step brother or step sister.

8. Eligible Entrants can enter only once.

Prize Draw & Redemption

9. Only one Prize can be won by an Eligible Entrant.
10. Prizes are not transferrable, exchangeable or redeemable for cash.
11. 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.
12. The Prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST.
13. 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.
14. The Prize draws will take place on Friday 7 February 2020 at 12:00pm (AEDT) at Edge

Loyalty Systems Pty Ltd, Level 1, 500 Chapel St, South Yarra, VIC 3141, Australia. Each of the first 20 valid entries drawn randomly from the entries received during the Competition Period will win a Prize. If an entry is unsuccessful for any reason, it will be redrawn until all 20 Prizes have been allocated.

15. Winners will be contacted by email within 2 business days of the draw.
16. Winners' names and State of residence will be published on the Websites on 10 February 2020 for 28 days.
17. Prizes will be mailed out from nib's Newcastle head office at 22 Honeysuckle Drive, Newcastle, 2300 from 12 February 2020 once winners have advised their mailing address, and have acknowledged that their Prize will be sent to that address. The Promoter takes no responsibility for Prizes lost or damaged in transit.
18. If a Prize has not been accepted or claimed by 7 May 2020 (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/s (as relevant) on 11 May 2020 at the same time and place as the original draw in order to distribute the unclaimed Prize/s.
19. Any winner/s in the unclaimed Prize draw will be contacted by phone and in email within 2 business days of the draw.
20. The names and State of residence of any winner/s in the unclaimed Prize draw will be published on the Websites on 12 May 2020 for 28 days.
21. 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. The Promoter is not liable for any problems with communications networks. Entrants are responsible for their own costs associated with entering. Entrants who use automatically generated entries or multiple aliases, may be disqualified from the

Competition.

22. 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. Prizes are subject to any additional terms and conditions imposed by the relevant supplier.
23. 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.
24. 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

25. 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.
26. The Promoter is not liable for entries, Prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
27. The Promoter's decision in connection with all aspects of this Competition is final.
28. 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.

29. 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 non-monetary 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.

30. 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:

- (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.

31. The Promoter is not responsible for any undelivered emails due to an entrant's spam filters or email settings.

32. 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.

33. Nothing in these Terms and Conditions limit, exclude, modify or purport 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.

34. 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 (at <https://www.nib.com.au/legal/privacy-policy>). If the personal information is not provided, the entrant may not participate in this Competition.