



nib "\$200 EFTPOS Gift Card" Offer

Terms and Conditions

1. These Terms and Conditions apply to the nib "\$200 EFTPOS Gift Card" Offer (**Offer**), and information on the Offer and how to claim forms part of these Terms and Conditions. By participating, claimants agree to be bound by these conditions. Claims must comply with these conditions to be valid.
2. The Offer commences at 12:00 am (AEST) on 15 May 2016 and closes at 11.59pm (AEST) on 30 June 2016 ("**Offer Period**"). Claims received after 11.59pm (AEST) on 30 June 2016 will not be accepted.
3. The gift consists of one (1) EFTPOS Gift Card valued at AUD\$200.00 (inclusive of GST) ("**gift**" or "**EFTPOS Gift Card**").
4. The Offer is only available to a purchase of a **nib combined Hospital and Extras Australian resident's health insurance product** through nib's approved online channels during the Offer Period ("**Eligible Product**"), and does not apply to a purchase of a nib overseas students health insurance, international workers health insurance, corporate private health insurance or travel insurance product.
5. This Offer is open only to permanent residents of Australia who are 18 years or over as at the date of joining (being the date of completion of join) ("**Eligible Entrants**"). Employees and their immediate families of the Promoter, its related entities and agencies associated with this Offer (including TLC) are ineligible to claim a gift.
6. Eligible Entrants must meet the following Entry Requirements ("**Entry Requirements**"):
 - (a) the Eligible Entrant must successfully purchase the policy for an Eligible Product during the Offer Period through one of the nib's approved online channels (using the nib website www.nib.com.au, nib mobile phone app or tablet);
 - (b) the Eligible Product must have a Policy Start Date between 15 May 2016 and 30 June 2016;
 - (c) the Eligible Product must be current and paid up to date as at the date of the Offer being redeemed;
 - (d) the Eligible Entrant must not be a current policyholder, or have joined and cancelled an Eligible Product 2 months before or during the Offer Period;
 - (e) the first premium must have been paid for the new policy;
 - (f) the 30 day cooling off period must have expired, calculated from the date of join;
 - (g) the Eligible Entrant must have a valid email address applied to their policy; and
 - (h) the Eligible Entrant must not be an employee of the Promoter or its agencies.
7. Limit of one (1) gift for each policy during Offer Period. Where the policy is a couples or family policy with joint policyholders, the gift will be allocated to the primary policyholder.
8. The Offer cannot be combined with any other offer, Corporate Policy rate or promotion.
9. Eligible Entrants who meet the Entry Requirements will be entitled to receive the gift unless they notify the Promoter that they do not wish to participate in the Offer.

10. Once a policyholder has satisfied the Entry Requirements in clause 6, the Promoter will email the Eligible Entrant a letter of confirmation to their nominated email address to confirm that, based on the information provided in each entry, the entrant has qualified for participation in the Offer. This email will include a unique code and an email link to a website where the Eligible Entrant must complete the claim form with their nominated delivery address and unique code within 60 days of receiving their code letter of confirmation.
11. After successfully completing the claim form on the linked website during the Offer Period, the Eligible Entrant will receive one (1) EFTPOS Gift Card valued at AUD\$200.00 (inclusive of GST).
12. Each gift card will be mailed by the Promoter directly to the Australian residential address provided to nib at time of entry, within approximately 60 days from date of entry. Any posting and handling charges will be paid by the Promoter.
13. Incomplete, inaccurate, erroneous, ineligible, indecipherable entries or entries not completed in accordance with these Terms and Conditions will be deemed invalid. The Promoter's decision is final and no correspondence will be entered into.
14. Each Eligible Entrant acknowledges that:
 - (a) The EFTPOS Gift Card can be used to purchase goods/services at retailers in Australia with EFTPOS facilities. Some merchants may choose not to accept the EFTPOS Gift Card. The EFTPOS Gift Cards are subject to conditions of use as imposed by the gift supplier, including periods of validity. The preloaded credit on the card will expire as per the expiry date on the back of the card.
 - (b) The EFTPOS Gift Card cannot be redeemed for cash, reloaded, returned for a refund, have balances of other Debit Cards consolidated to a new EFTPOS Gift Card, or be replaced after expiry and is not legal tender, an account card, a credit or security.
 - (c) Any dispute about goods or services purchased with the EFTPOS Gift Card must be resolved with the retailer. To the extent permitted by law, TLC and the Promoter's liability is limited to replacing faulty EFTPOS Gift Cards.
 - (d) Please refer any EFTOPS Gift Card transaction enquiries to TLC. Neither the Promoter nor TLC is able to reverse any approved transactions.
15. The gift is not transferable or exchangeable. EFTPOS Gift cards will be void if they are defaced, mutilated, altered or tampered with in any way. The Promoter and/or TLC may subject EFTPOS Gift Cards to verification and security checks in its absolute discretion.
16. To report your EFTPOS Gift Card lost or stolen, call 1800 815 004. Lines open Monday - Friday 9.30am to 5.30pm (AEST).
17. 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 and TLC (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 in connection with this 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 or TLC's control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any EFTPOS Gift Card that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter or TLC;
 - (d) any tax liability incurred by a customer (independent financial advice should be sought); or

(e) accepting and/or using a gift.

Nothing in these conditions of entry restricts, excludes, modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

18. These terms are subject to change by publishing a notice on the website www.nib.com.au from 15 May 2016, 60 days prior to the change taking effect.
19. The Promoter or TLC reserves the right to withdraw or substitute all or part of this Promotional Offer with another offer of equal or greater value at the Promoter's sole discretion, subject to the requirements of any gaming authority. Claimants will not be entitled to any additional compensation in the event that the gift or element of a gift has been substituted at equal or greater value.
20. The Promoter or TLC takes no responsibility for EFTPOS Gift Cards that may be damaged or lost in transit. Once the EFTPOS GIFT Card has been despatched, the Promoter or TLC will not be responsible for and will be discharged for any delay or failure to deliver the EFTPOS Gift Card.
21. Proof of identity, residency and eligibility is at the discretion of the Promoter. In the event that a policyholder cannot provide suitable proof, they may forfeit the Offer in whole and no substitute will be offered.
22. The Promoter reserves the right to disqualify any persons that provides false information or who seeks to gain an unfair advantage or to manipulate this promotion.
23. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this Offer if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this Offer.
24. Personal information is being collected by TLC Marketing Worldwide Pty Ltd (TLC) (ABN 66 124 275 921, 88 Cumberland St, The Rocks, NSW 2000, Sydney, Australia) and the Promoter for the purpose of conducting and promoting this promotion and its winners, and to assist the Promoter to improve its services. For this purpose, personal information may be disclosed by the Promoter and or TLC to organisations, including but not limited to agents, related entities, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Those disclosures may include to organisations in overseas locations such as the United Kingdom. By entering this promotion, an entrant consents to storage and use of their personal information by TLC in accordance with its Privacy Policy (at <http://www.tlcmarketing.com/Documents/au/PrivacyPolicy.pdf>) and by the Promoter in accordance with its Privacy Policy (at <https://www.nib.com.au/legal#privacy>). If the personal information is not provided, the entrant may not participate in this promotion. Each Privacy Policy also contains information about how individuals may opt out, access, update or correct their information, how individuals may complain about the treatment of their personal information, and how each of the Promoter and/or TLC will deal with such a complaint.
25. The Promoter is nib health funds limited ABN 83 000 124 381 of 22 Honeysuckle Drive, Newcastle NSW 2300. Phone: 13 16 42 ("Promoter" or "nib").