

# CBHS Health Fund Limited January Promotion TERMS AND CONDITIONS

1. Information on how to enter and register for the January Promotion (**Promotion**) form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
2. The promoter is CBHS Health Fund Limited ABN 87 087 648 717 of Level 5, 79 George Street, Parramatta, NSW, 2150 (**Promoter** or **CBHS**).
3. This promotion commences at 12:00am (AEST) on 1 January 2018 and closes at 11:59pm (AEST) on 31 January 2018 (**Promotion Period**).

## Definitions

4. For the purpose of these Terms and Conditions:
  - a. **Current Member** means an existing member of CBHS.
  - b. **Eligible Member** means current and former employees, contractors and franchisees of the Commonwealth Bank of Australia Group and their partners and immediate family members - including dependant and non-dependant children, siblings, parents and grandchildren. Full details regarding eligibility are available at <https://www.cbhs.com.au/Are-You-Eligible>;
  - c. **Eligible Applicant Gift or Gift** means one GiftPay e-Gift Card (e-Gift Card) issued by Unified Incentives Pty Ltd ABN 53 157 818 427 t/as GiftPay (**GiftPay**) to the value corresponding to the joining method purchased as set out below:

| Joining Method                                      | Gift Value   |
|---|--------------|
| Join online   | AUD \$200.00 |
| Join via phone or face-to-face sales representative | AUD \$100.00 |

- d. **Eligible Policy** means a current and financially active policy with CBHS that includes both Hospital Cover and Extras Cover which commences during the Promotion Period;
- b. **Waiting Periods** means the two and six month waiting periods which usually apply to CBHS Extras Cover.

## Eligibility

5. Entry is only open to residents of Australia aged 18 years or over and who are Eligible Members.
6. Employees of the Promoter and the Promoter's associated companies; participating retailers; and, agencies associated with this Promotion, are ineligible to enter.
7. Entries submitted from outside Australia will not be considered.

## The Promotion

8. To enter, applicants must, during the Promotion Period:
  - a. not have been a member of an Eligible Policy within the last 12 months;
  - b. be an Eligible Member;
  - c. go to <http://www.cbhs.com.au/join> and complete and lodge the application form with the code 'JANUARY' prior to 11:59pm on 31 January 2018;
  - d. contact CBHS on 1300 136 796 and say the code 'JANUARY' to a CBHS Member Care representative when you join CBHS over the phone or with a face-to-face sales representative;
  - e. acknowledge they agree to these Terms and Conditions and the CBHS Privacy Policy;
  - f. join CBHS on an Eligible Policy within the Promotion Period; and
  - g. follow any other reasonable directions provided by the Promoter in relation to the claim process,

(hereafter referred to as **Eligible Applicant**).
9. Entries received after the close of the Promotion Period will not be eligible.
10. Only one entry is permitted per household during the Promotion Period, as determined by the residential address linked to the Eligible Policy.

## Eligible Applicant Gift

11. To be eligible to receive the Eligible Applicant Gift, the Eligible Applicant's Eligible Policy must commence in the Promotion Period and be active and paid up-to-date for a period of 90 days after the Eligible Applicant joins CBHS on an Eligible Policy.

## Payment of Gift

12. The Eligible Applicant will be sent a unique URL (**Reward Code**) within the Member Centre inbox linked to their Eligible Policy after the third (3) full calendar month from the date that the Eligible Applicant joins CBHS on an Eligible Policy (**Eligibility Date**). The Eligible Policy must not be in arrears at the date of the Eligibility Date to receive the Gift. For clarity, the Promoter will deliver Reward Codes to Eligible Applicants in monthly batches (once per calendar month), a full three months after the month the Eligible Applicant joins CBHS on an Eligible Policy.
13. The Eligible Applicant must claim and redeem their Gift within three (3) months after the date the Reward Code is sent otherwise it will be forfeited.
14. Following redemption of the Reward Code, GiftPay will fulfil the Gift in the form of e-gift card(s) to the Eligible Applicant which is accessed via the GiftPay website.

15. The e-gift card is subject to the expiry date stated on the e-gift card, and will not be reissued if unused after expiry date lapses. For full e-gift card terms and conditions, please refer to [www.giftpay.com/business/egifts.aspx](http://www.giftpay.com/business/egifts.aspx)
16. If the Gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the Gift with another gift of equal value and/or specification.
17. Gifts are not transferable or exchangeable and cannot be taken as cash.

### **Waived Extras Waiting Periods**

18. To be eligible to have the 2 and 6 month Waiting Periods on Extras Cover waived Eligible Applicants must join CBHS by 31 January 2018 and hold an Eligible Policy for 90 days after they join CBHS. Any Waiting Periods more than 6 months, including Waiting Periods for Hospital or Pre-existing Conditions will continue to apply.
19. This waiver is not transferable or exchangeable and cannot be taken as cash.

### **General**

20. The Promoter reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the process or the operation of the Promotion. The Promoter reserves the right to verify the validity of each Eligible Applicant.
21. If this Promotion is interfered with in any way, or is unable to be conducted as anticipated as realistically expected due to any factor beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Promotion, as appropriate.
22. Any cost associated with accessing the Promoter's website for the purpose of entering this Promotion is the entrant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion.
23. The Promoter's decision is final and no correspondence will be entered into.
24. Incomplete, indecipherable or illegible entries will be deemed invalid.
25. Except for any liability that cannot be excluded by law, the Promoter (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 out of the Promotion, including, but not limited to, where arising out of the following:
  - i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - ii) any theft, unauthorised access or third party interference;
  - iii) any Gift that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - iv) any variation to the Gift value to that stated in these Terms and Conditions;
  - v) any tax liability incurred by the applicant; or
  - vi) use of the Gift.

26. Nothing in these Terms and Conditions is intended to exclude, restrict or modify a consumer's rights under the *Competition and Consumer Act 2010* (Cth). These Terms and Conditions must be read subject to those statutory provisions and will not affect any statutory rights that an entrant may have.
27. All entries become the property of the Promoter.
28. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, Promotion suppliers and as required, to Australian regulatory authorities. Validity of an entry is conditional on providing this information. All personal information provided will be held in accordance with the CBHS Privacy Policy which can be accessed at [www.cbhs.com.au/policies/privacy](http://www.cbhs.com.au/policies/privacy)
29. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Applicants should direct any request to access, update or correct information to the Promoter.
30. These Terms and Conditions are deemed to incorporate the Promoter's Privacy Policy and CBHS Health Benefit Fund Rules and by entering the Promotion, entrants accept the terms and conditions of the Promoter's Privacy Policy and CBHS Health Benefit Fund Rules. For further details, see the Promoter's Privacy Policy and CBHS Health Benefit Fund Rules at [www.cbhs.com.au](http://www.cbhs.com.au). You acknowledge and agree that the Promoter's Privacy Policy and CBHS Health Benefit Fund Rules may be updated from time to time without notice to you. You should review the same periodically for changes at the abovementioned web address.
31. By selecting the tick box to know about other offers from CBHS, you accept that you may be contacted by phone or email by CBHS and provided with marketing offers. To opt-out, applicants may click unsubscribe in email correspondence received, or call us at the details provided below.
32. This Promotion is governed by the laws of New South Wales and each applicant (whether or not an Eligible Applicant) submits to the non-exclusive jurisdiction of the courts of New South Wales.

**Promotion support is available at:**

**Email:** [cbhslive@cbhs.com.au](mailto:cbhslive@cbhs.com.au)

**Phone:** 1300 136 796