

# CBHS Health Fund Limited Join Online Fitbit Promotion TERMS AND CONDITIONS

1. Information on how to enter and register for the Join Online Fitbit 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 (AEDT) on 1 November 2018 and closes at 11:59pm (AEDT) on 31 January 2019 (**Promotion Period**).

## Definitions

4. For the purpose of these Terms and Conditions:
  - a. **CBHS Extras Cover** means Top Extras, Intermediate Extras, Essential Extras or extras associated with FlexiSaver Package, KickStart Package, StepUp Package or Prestige Package as defined in the CBHS Health Benefit Fund Rules;
  - b. **CBHS Hospital Cover** means Comprehensive Hospital, Active Hospital, Limited Hospital, Basic Hospital or hospital cover associated with FlexiSaver Package, KickStart Package, StepUp Package or Prestige Package as defined in the CBHS Health Benefit Fund Rules;
  - c. **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 dependent and non-dependent children, siblings, parents and grandchildren. Full details regarding eligibility are available at [www.cbhs.com.au/Are-You-Eligible](http://www.cbhs.com.au/Are-You-Eligible);
  - d. **Eligible Policy** means a current and active policy with CBHS that includes both CBHS Hospital Cover and CBHS Extras Cover commencing during the Promotion Period;
  - e. **Gift** means
    - i) one Fitbit Alta HR (**Fitbit**) valued at \$199.95; and
    - ii) four weeks free cover is applied after the third month of cover held on an Eligible Policy.

## 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 be eligible to receive the Gift, applicants must:
  - a. not be a member of an Eligible Policy within the last 12 months;
  - b. be an Eligible Member;
  - c. go to <https://www.cbhs.com.au/join> and complete and submit the application form with the code 'FITBIT' prior to 11:59pm (AEDT) on 31 January 2019;
  - d. join CBHS on an Eligible Policy within the Promotion Period; and
  - e. follow any other reasonable directions provided by the Promoter in relation to the membership process,(hereafter referred to as **Eligible Applicant**).
9. An application to join CBHS which is 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.

## Gift

11. To be eligible to receive the Gift, an Eligible Applicant must join CBHS online by 31 January 2019 and the Eligible Policy must be active and paid up-to-date for a period of 90 days after the Eligible Applicant joins CBHS on an Eligible Policy.
12. Gifts are not transferable or exchangeable and cannot be taken as cash.

## Fulfilment of Fitbit

13. The Eligible Applicant will be sent a Fitbit to the address linked to their Eligible Policy after the third 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 Fitbit. For clarity, the Promoter will deliver the Fitbit 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.
14. If the Fitbit is unavailable, the Promoter, in its discretion, reserves the right to substitute the Fitbit with another gift of equal value and/or specification.

## General

15. 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.
16. 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.

17. 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.
18. The Promoter's decision is final and no correspondence will be entered into.
19. Incomplete, indecipherable or illegible entries will be deemed invalid.
20. 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:
  - 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 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;
  - d. any variation to the Gift value to that stated in these Terms and Conditions;
  - e. any tax liability incurred by the applicant; or
  - f. use of the Gift.
21. 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.
22. All entries become the property of the Promoter.
23. 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).
24. 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.
25. 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.
26. By entering this Promotion, you agree that CBHS will use the information you provide to contact you by phone or email and provide you with direct marketing communications

and offers. To opt out at any time, you can click on unsubscribe in email correspondence received or contact CBHS on the contact details provided below.

27. 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