

CBHS Health Fund Limited
CBHS Let's Talk Health Promotion
TERMS AND CONDITIONS

1. Information on how to enter the 'CBHS Let's Talk Health Promotion' (**Promotion**) and claim 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 or promotion.
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. The Promotion commences at 12:00am (AEST) on 01 July 2017 and closes at 11:59pm (AEST) on 18 August 2017 (**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 Member 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 level of private health insurance cover (**Cover Type**) purchased as set out below:

Cover Type	Gift Value
Couple, single parent or family Eligible Policy	AUD \$200.00
Single Eligible Policy	AUD \$100.00

- d. **Eligible Policy** means a current and active policy with CBHS that includes Hospital and Extras cover which commences during the Promotion Period;
- e. **No re-serving of waiting periods** means no re-serving of waiting periods when transferring to the same or lower level of cover;
- f. **30-day cooling-off period** means if you cancel your policy within the 30-day cooling-off period (and you have not made any claims), you will receive a full refund of premiums paid.

Eligibility

5. Entry is only open to a resident of Australia aged 18 years or over and who is an Eligible Member.

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.

Eligible Member Promotion

8. To enter, applicants, during the Promotion Period must:
 - a. be an Eligible Member;
 - b. not be a member of an Eligible Policy with CBHS within the last 12 months;
 - c. go to <http://www.cbhs.com.au/join> and complete and lodge the application form (**Application Form**):
 - i. providing the Eligible Member's full name, post code, valid email address and phone number;
 - ii. prior to 11:59pm on 13 August 2017.
 - d. say the code 'Let's Talk' to a CBHS Member Care representative when you join CBHS over the phone;
 - 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 claiming the Eligible Member Gift and CBHS membership process.
9. Only one entry is permitted per household during the Promotion Period, as determined by the residential address linked to the Eligible Policy.

Eligible Member Gift

10. The Eligible Member 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 Member 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 Members in monthly batches (once per calendar month), a full three months after the month the Eligible Member joins CBHS on an Eligible Policy.
11. The Eligible Member must claim and redeem their Gift within three (3) months after the date the Reward Code is sent otherwise it will be forfeited.
12. Following redemption of the Reward Code, GiftPay will fulfil the Gift in the form of e-gift card(s) to the Eligible Member which is accessed via the GiftPay website.
13. 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
14. 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.
15. Gifts are not transferable or exchangeable and cannot be taken as cash.

General

16. 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 Member. Contact details provided incorrectly via the Contact Form may be deemed by the Promoter as invalid.
17. 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.
18. 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.
19. The Promoter's decision is final and no correspondence will be entered into.
20. Incomplete, indecipherable or illegible entries will be deemed invalid.
21. 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.
22. 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.
23. All entries become the property of the Promoter.
24. 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-policy

25. 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.
26. 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. 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.
27. 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.
28. This Promotion is governed by the laws of New South Wales and each applicant submits to the non-exclusive jurisdiction of the courts of New South Wales.

Promotion support is available at:

Email: help@cbhs.com.au

Phone: 1300 136 796