

CBHS GROUP TERMS AND CONDITIONS

CBHS Health Fund Limited and CBHS Corporate Health Pty Ltd CBHS Celebrate: All Extras Waits Waived Promotion

TERMS AND CONDITIONS:

1. Information on how to enter and register for the CBHS Celebrate: All Extras Waits Waived 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 and CBHS Corporate Health Pty Ltd ABN 85 609 980 896 of Level 5, 79 George Street, Parramatta, NSW, 2150 (**Promoter** or **CBHS Group**).
3. The Promotion commences at 12.01 am (AEST) on 25 August 2016 and closes at 11.59 pm (AEST) on 31 August 2016 (**Promotion Period**) and may be extended.

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 Corporate Health Extras Cover** means Gold Extras, Silver Extras or Bronze Extras as defined in the CBHS Corporate Health Benefit Fund Rules;
 - c. **CBHS Corporate Health Hospital Cover** means Gold Hospital, Silver Hospital and Bronze Hospital as defined in the CBHS Corporate Health Benefit Fund Rules;
 - d. **Current Member** means an existing member of the CBHS Group with a current, active policy with the CBHS Group;
 - e. **Eligible Member** has the meaning given in clause 8 of these Terms and Conditions;
 - f. **Eligible Policy** means;
 - i. any current, active policy with CBHS Health Fund Limited which includes CBHS Extras Cover and excludes Hospital only policies; and
 - ii. means any current, active policy with CBHS Corporate Health Pty Ltd which includes a combined cover of CBHS Corporate Health Extras Cover **AND** CBHS Corporate Health Hospital Cover.
 - g. **Extras Waiting Periods** means;
 - i. the two, six and twelve month waiting periods which apply to CBHS Extras Cover for CBHS Health Fund; and
 - ii. the two and six month waiting periods which apply to CBHS Corporate Health Extras Cover for CBHS Corporate Health.
 - h. **Immediate Family** means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin;

- i. **Membership** means a single, couple, family or sole parent membership.
- j. **Referring Member** has the meaning given in clause 12 of these Terms and Conditions; and
- k. **Referring Member Gift** means a cash payment in the sum of AUD \$100.00 for every Membership referred to the CBHS Group by a Referring Member during the Promotion Period.

Eligibility

- 5. Entry is only open to residents of Australia aged 18 years or over.
- 6. Employees (and their Immediate Family) 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 be a member of the CBHS Group within the last 6 months;
 - b. be eligible for Membership with an Eligible Policy;
 - c. contact the CBHS Group on 1300 136 796 to join, in person or go to cbhs.com.au/celebrate and complete and lodge the entry form. The entry form must include the entrant's full name, phone number and valid email address (**Entry Form**);
 - d. follow any other reasonable directions provided by the Promoter in relation to the membership process,

(Collectively **Eligible Member**).
- 9. Entries received before or after 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.

Referring Member Promotion

- 11. To enter the Promotion, a Current Member, during the Promotion Period must:
 - a. notify and obtain the consent of the new member to disclose their personal information to the Promoter for the purpose of this Promotion (**Consent**);
 - b. go to www.cbhs.com.au/celebrate and complete and lodge the referral form (**Referral Form**):
 - i. providing the full name and membership ID of the Current Member; and
 - ii. providing the full name, email address, post code and phone number of the new member and specify the relationship between a Current Member and Eligible Member;
 - iii. prior to 11:59pm on 30 September 2016.

- c. acknowledge Consent has been obtained and agree to these Terms and Conditions and the CBHS Health Fund Privacy Policy;
- d. follow any other reasonable directions provided by the Promoter in relation to claiming the Referring Member Gift and CBHS Group membership process.

12. A Current Member who completes the steps set out in clause 11 is a Referring Member.

Referring Member Gift

- 13. An Eligible Member can only be referred once. In the event an Eligible Member is referred more than once, only the first Referring Member to refer that Eligible Member will be eligible for the Referring Member Gift.
- 14. To be eligible to receive the Referring Member Gift, the Referring Member and Eligible Member's Eligible Policy must be active and paid up-to-date for a period of 3 months after the Promotion Period ends.

Waived *Extras Waiting Periods*

- 15. To be able to claim the waiver for Extras Waiting Periods, the Eligible Member must join either CBHS Health Fund Limited or CBHS Corporate Health Pty Ltd and commence payment of their Eligible Policy.
- 16. This waiver is not transferable or exchangeable and cannot be taken as cash.

General

- 17. 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 member and recipient. Contact details provided incorrectly via the Entry Form may be deemed by the Promoter as invalid.
- 18. 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.
- 19. 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.
- 20. The Promoter's decision is final and no correspondence will be entered into.
- 21. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 22. 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.
- 23. 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.

24. All entries become the property of the Promoter.
25. 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.
26. 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.
27. These Terms and Conditions are deemed to incorporate the Promoter's Privacy Policy and by entering the Promotion, entrants accept the terms and conditions of the Promoter's Privacy Policy and CBHS Health Benefit Fund Rules or CBHS Corporate Health Benefit Fund Rules. For further details, see the Promoter's Privacy Policy and CBHS Health Benefit Fund Rules at www.cbhs.com.au or CBHS Corporate Health Benefit Fund Rules at www.cbhscorporatehealth.com.au. You acknowledge and agree that the Promoter's Privacy Policy and CBHS Health Benefit Fund Rules and CBHS Corporate 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.
28. By selecting the tick box to know about other offers from the CBHS Group, you accept that you may be contacted by phone or email by the CBHS Group and provided with marketing offers. To opt-out, applicants may click unsubscribe in email correspondence received, or call us at the details provided below.
29. This Promotion is governed by the laws of New South Wales and each applicant (whether or not an Eligible Member) 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