

## **CBHS Health Fund Limited – CBHS Time to think Onsport.com.au promotion**

### **TERMS AND CONDITIONS:**

- 1) Information on how to enter and register for the 'CBHS Time to think Onsport.com.au 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) The Promotion commences at 12:00am (AEDT) on 18 October 2016 and closes at 11:59pm (AEDT) on 31 December 2016 ("**Promotion Period**").

### **Definitions**

- 4) For the purpose of these Terms and Conditions:
  - a) "**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) "**Eligible Members**" 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 <https://www.cbhs.com.au/join-cbhs/joining-cbhs/who-can-join>.
  - c) "**Eligible Policy**" means a current and active policy with CBHS that includes both Hospital and Extras Cover commencing concurrently during the Promotion Period.
  - d) "**Extras Waiting Periods**" means the 2 and 6 month waiting periods which normally apply to Extras Cover.
  - e) "**Gift**" means one Onsport.com.au e-gift card issued by Edge Loyalty Systems Pty Ltd ABN 96 138 299 288 ("**Supplier**") to the value of AUD\$100.

### **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, an applicant must, during the Promotion Period:
  - a) not be a member of an Eligible Policy within the last 12 months;
  - b) be an Eligible Member;

- c) enter via one of the following processes:
  - i) complete and lodge a CBHS entry form available at [www.cbhs.com.au/think](http://www.cbhs.com.au/think). The entry form must include the applicant's full name, phone number and valid email address ("**Entry Form**"); or
  - ii) join CBHS online at <https://www.cbhs.com.au/join-cbhs/join-online>; or
  - iii) say the code 'Think2016' to a CBHS Member Care representative when you join CBHS over the phone; and
- d) join and commence payment of an Eligible Policy; and
- e) 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 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 able to claim a Gift the Eligible Applicant's Eligible Policy must be active and paid up-to-date during the Promotion Period. Where the Eligible Policy is a Couples or Family policy with joint policyholders, the Gift will be allocated to the primary policyholder.

12) Eligible Applicants will be emailed a redemption code ("**Reward Code**") after the third (3) full calendar month from the date that their membership with an Eligible Policy becomes financially effective ("**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 of financial join by the Eligible Applicant.

13) The Eligible Applicant must redeem their Reward Code within three (3) months of the date of the Eligibility Date.

14) Following redemption of the Reward Code, the Supplier will email the Gift in the form of a printable e-gift card to the Eligible Applicant at the email address linked to their Eligible Policy.

15) Gifts are subject to the expiry date stated on the e-gift card, and will not be reissued if unused after expiry date lapses. Gifts will not have cash access and may be subject to minimum purchase prices at the store of purchase. For full Gift Terms and Conditions, please refer to: <http://www.giftcardplanet.com.au/products.php> or by contacting 1300 079 267.

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, subject to the approval of relevant regulatory authorities.

17) Gifts are not transferable or exchangeable and cannot be taken as cash.

### **Waived Extras Waiting Periods**

- 18) To be able to claim the waiver for Extras Waiting Periods, the Eligible Member must join CBHS between 22 November 2016 and 31 December 2016 on an Eligible Policy and commence payment of their Eligible Policy.
- 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 member and recipient. Contact details provided incorrectly via the Entry Form may be deemed by the Promoter as invalid.
- 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](http://www.cbhs.com.au).
- 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