

#### **COMPARE THE MARKET**

# **HEALTH PROMOTION ('PROMOTION')**

#### **TERMS AND CONDITIONS**

Important: You must activate your Reward Code within 2 months of it being emailed to you. If you do not activate the Reward Code during this time period, you will forfeit the Digital Reward Voucher.

### Introduction

- 1. The Promoter is Compare the Market Pty Ltd ABN 83 117 323 378, of Level 2, 88 Jephson St, Toowong 4066 (**Promoter**).
- 2. Information on how to qualify forms part of these Terms and Conditions. Customers who take up the offer are deemed to accept these Terms and Conditions. If there is any conflict between these Terms and Conditions and any other published material, these Terms and Conditions prevail.
- 3. Subject to the following Terms and Conditions the Promoter is offering some of its customers an e-gift card (Digital Rewards Voucher) as an incentive for them to purchase a Hospital only or Hospital and Extras combined health insurance policy (Health Policy) between 8:00am 02 February 2019 and 23:59pm, 31 July 2019 (AEST) (Offer Period).

## **Digital Rewards Voucher**

- **4.** The values of the Digital Rewards Voucher offered to customers is up to \$200.
- **5.** The Digital Rewards Voucher is an e-gift card that must be redeemed online with a number of retailers including Woolworths, Coles, JB Hi-Fi, Myer, Rebel Sport, Dan Murphy's, Kmart, Ticketmaster and Caltex. These retailers are subject to change from time to time. The customer must select the retailer at time of activating the Digital Rewards Voucher.

# Eligibility

- 6. In order to be eligible for the Digital Rewards Voucher, the customer must meet all of the following conditions:
  - (a) The customer must be an Australian resident aged 18 years or more. Australian resident means a person who resides in Australia at the time of application and either holds Australian or New Zealand citizenship; or holds an Australian permanent residency visa; or has been in Australia continuously for six months or more on a temporary work visa and currently resides in Australia;
  - (b) During the Offer Period, the customer must:
    - i. be offered a Digital Rewards Voucher through Compare the Market
    - ii. purchase a Health Policy either online via <a href="www.comparethemarket.com.au">www.comparethemarket.com.au</a> or via the call centre in the way specified by the Promoter.
  - (c) The customer must continuously hold the Health Policy for a period of 45 days (from the commencement date of the policy (Cooling Off Period);
  - (d) The customer must have made their first premium payment for the Health Policy;
  - (e) The customer must provide to the Promoter a valid email address to receive communication from the Promoter and its suppliers associated with the Promotion, and maintain that email address at all relevant times; and
  - (f) The customer must comply with any other special conditions communicated by the Promoter in relation to the Promotion.

### How to use and redeem the Digital Reward Voucher

7. In paragraphs 7-18



- (a) "Reward Code" means a single use, unique alphanumeric code used to Redeem a selected Digital Reward Voucher on a redemption website;
- (b) "Redeem" means to enter the Reward Code on a redemption website for a particular supplier of goods or services to register for a Digital Reward; and
- (c) "Digital Rewards Voucher" means the reward voucher that is emailed to each recipient upon Redemption of a Reward Code.
- **8.** Within 7 days of the conclusion of the Cooling Off Period, eligible customers will receive an email containing instructions on how to activate and use the Digital Rewards Voucher.
- 9. You must activate your Digital Rewards Voucher within 2 months of it being emailed to you. The code expiry date will be contained in the emailed containing your Digital Rewards Voucher. If you do not activate the Digital Rewards Voucher during this time period, you will forfeit the Digital Rewards Voucher.
- 10. Your Reward Code must be activated by the stated code expiry date which will be sent to you when your Reward Code is emailed to the email address you provided at registration. Reward Codes expire at 11:59 AEST on the stated expiry date of the Reward Code.
- 11. You must activate your Reward Code within 2 months of it being emailed to you. The code expiry date will be contained in the emailed containing your Reward Code. Reward Codes expire at 11:59 AEST on the stated expiry date of the Reward Code. If you do not activate the Reward Code/Digital Reward Voucher during this time period, you will forfeit the Reward Code/Digital Reward Voucher.
- **12.** Digital Reward Vouchers that are not activated or redeemed within the designated time frame cannot be reactivated, extended or refunded in any way.
- 13. The Digital Reward Voucher is issued by Edge Loyalty Pty Ltd ABN 96 138 299 288 (Cad Supplier). Terms and conditions apply to the Digital Reward Voucher and for details of these and information on how to use the Digital Reward Voucher go to https://eldigital.com.au/Pdf/terms.pdf. Eligible customers agree to be bound by these additional terms and conditions.
- **14.** Digital Reward Vouchers cannot be redeemed for cash, reloaded, returned for a refund, have their balances consolidated to a new e-gift card or voucher, or be replaced after expiry and are not legal tender, account cards, credit or debit cards or securities.
- **15.** You must keep your Digital Reward Voucher secure. If your Digital Reward Voucher is lost, or you suspect an unauthorised transaction, you must immediately report this to the Card Supplier by calling 1300 737 968. The Card Supplier may be able to stop stored Digital Reward Vouchers being used if you can provide Reward Code or Redemption details.
- **16.** If you have a query or complaint about the Digital Reward Voucher you have received, please contact complaints@comparethemarket.com.au immediately. The Promoter is not liable for the availability, quality or fitness for purpose of any goods or services purchased with the Digital Reward Voucher.
- 17. If you think there has been an incorrectly processed transaction in relation to your Digital Reward Voucher please contact the store where the transaction was made. The Card Supplier is unable to reverse any approved transactions.
- **18.** We are committed to safeguarding information that is provided to us. When you redeem your Reward Code, we collect information that is required to administer the reward delivery. This information is collected solely to support the administration of the Digital Reward Voucher.

### **Privacy**

- 17. The Promoter is committed to protecting our personal information and agrees to be bound by the *Privacy Act* 1988 (Cth) (Privacy Act). The Promoter's privacy policy which is available on the website www.comparethemarket.com.au. This details how the Promoter will collect, store, use and disclose personal information.
- 18. Personal information is collected in connection with entry into this Promotion for the purpose of facilitating access to the Digital Rewards Voucher. If the personal information requested is not provided, then a person will be ineligible to participate in this Promotion. By entering into the Promotion, the customer consents to the Promoter disclosing the personal information to the Card Supplier and to the Promoter and the Card Supplier using the personal information to process and validate the customer's claim for the Digital Rewards Voucher and to arrange delivery to the customer (if eligible).



#### General

- **19.** This Promotion is not available in conjunction with any other promotion, and the Promoter reserves the right to disqualify any person from receiving the Digital Rewards Voucher:
  - a. If it suspects fraudulent activity;
  - b. For a breach of these Terms and Conditions;
  - c. If it decides the person has not acted in good faith; or
  - d. For any false or misleading conduct of any kind.
- **20.** In the event the Health Policy is held by more than one person only one Digital Rewards Voucher will be issued to the first named policy holder of the Health Policy.
- **21.** The Promoter reserves the right in its sole discretion or subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the Promotion at any time without notice.
- 22. The Promoter, (including its officers, employees and agents) will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) for any theft, unauthorised access, third party interference, any technical difficulties or equipment malfunction, or personal injury (including loss of opportunity) suffered or sustained, in connection with the Promotion, the receipt, acceptance or use of the Digital Rewards Voucher (whether negligent or not) of the Promoter or officers, employees or agents, except for any liability that cannot be excluded by law.
- 23. The Promoter reserves the right to substitute the Digital Rewards Voucher with another incentive of the same value. Queensland law applies to these terms and conditions. By entering into this agreement you unconditionally submit to the jurisdiction of the courts of Queensland.