

nib “2 and 6 Month Waiver”

Terms and Conditions

1. These Terms and Conditions apply to the nib “2 and 6 Month Waiver” (“**Waiver**”). This Waiver and these Terms and Conditions are issued by nib health funds limited ABN 83 000 124 381 (“**nib**”). By participating, entrants agree to be bound by these conditions. Claims must comply with these conditions to be valid.
2. The Promoter is Compare the Market Pty Ltd ABN 83 117 323 378 of Level 8 Toowong Tower, 9 Sherwood Road, Toowong QLD 4066 (“**Promoter**” or “**nib**”).
3. The Waiver commences at 12:00 am (AEST) on 1 October 2020 and closes at 11.59 pm (AEST) on 30 November 2020 (“**Waiver Period**”).
4. The Waiver is open only to permanent residents of Australia who are 18 years or over as at the date of joining (being the date of completion of join) (“**Eligible Members**”).
5. The Waiver is only available in conjunction with the purchase of a **nib combined Hospital and Extras Australian resident’s health insurance product** (“**nib ARHI product**”) through the Promoter’s website (“**Eligible Product**”), and does not apply to a purchase of nib Overseas Students Health Insurance, nib International Workers Health Insurance, nib Corporate Private Health Insurance, Qantas Health Insurance, Suncorp Health Insurance, GU Health Insurance, AAMI Health Insurance or Apia Health Insurance, or those moving from one of these products to an nib ARHI product. The Waiver excludes any non-health related insurance products (e.g. Travel) and dependants moving from family/parents health cover to their own policy.
6. The Waiver consists of waiving the 2 and 6 month waiting period for Eligible Members on all Extras services that normally require a 2 or 6 month waiting period under the relevant Eligible Product.
7. Eligible Members must meet all of the following requirements (“**Eligibility Requirements**”):
 - (a) the Eligible Member must successfully purchase and commence an Eligible Product during the Waiver Period through the Promoter’s website or call centre;
 - (b) the Eligible Product must have a policy start date during the Waiver Period;
 - (c) the Eligible Member must not be a current policyholder of a product issued by nib (including Qantas Health Insurance, Suncorp Health Insurance, GU Health Insurance, AAMI Health Insurance, Apia Health Insurance, nib International Workers Insurance or nib Overseas Students Insurance at the time of joining the Eligible Product, or have joined and cancelled any of these policies 6 months before or during the Waiver Period;
 - (d) the Eligible Member must have a valid email address applied to their policy; and
 - (e) the Eligible Member must not be an employee of the Promoter or of nib.
8. The Waiver cannot be combined with any other offer or promotion unless otherwise stated.
9. nib will apply the Waiver at the time the Eligible Member takes out the Eligible Product.
10. Each Eligible Member acknowledges that the Waiver cannot be redeemed for cash, returned for a refund, or be replaced after expiry and is not legal tender, an account card, a credit or security.
11. Except for any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), the Promoter and nib exclude 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 in connection with this Waiver, including but not limited to:

- (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's or nib's control);
- (b) any theft, unauthorised access or third-party interference;
- (c) any tax liability incurred by a customer (independent financial advice should be sought); or
- (d) accepting and/or using the Waiver.

- 12. Nothing in these conditions restricts, excludes, modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
- 13. nib may, at its sole discretion and at any time, amend, withdraw, cancel, suspend all or any part of this Waiver. Eligible Members will not be entitled to any additional compensation in the event that the Waiver or element of the Waiver has been amended, withdrawn, cancelled, or suspended.
- 14. Proof of identity, residency and eligibility is at the discretion of the Promoter and nib. In the event that a policyholder cannot provide suitable proof, they may forfeit the Waiver in whole and no substitute will be offered.
- 15. The Promoter and nib reserve the right to disqualify any persons that provides false information or who seeks to gain an unfair advantage or to manipulate this Waiver.
- 16. nib (subject to State and Territory legislation) reserves the right to amend, withdraw, cancel or suspend this Waiver if an event beyond the control of nib or the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this Waiver.
- 17. Personal information will be collected by the Promoter and nib for the purpose of conducting and promoting this Waiver, and to assist nib and the Promoter to improve their services. By receiving this Waiver, an Eligible Member consents to storage and use of their personal information by nib in accordance with its Privacy Policy

(at <https://www.nib.com.au/legal/privacy-policy>) and the Promoter in accordance with its Privacy Policy (at https://secure.comparethemarket.com.au/static/legal/privacy_policy.pdf). If the personal information is not provided, the member may not participate in this Waiver.