

## HCF 90<sup>th</sup> Birthday Competition Terms and Conditions

- By joining an eligible HCF policy through the entry mechanisms described below during the competition period, you agree to be entered into the ***HCF 90th Birthday Competition (competition)***, you acknowledge that you have read these terms and conditions and that you agree to be bound by them (unless you have opted out in accordance with the How to Enter section below). Information on how to enter forms part of these terms and conditions.
- This competition is being run by The Hospitals Contribution Fund of Australia Limited (ABN 68 000 026 746) of Level 5, 403 George Street Sydney NSW 2000 (**Promoter**). To contact the Promoter, please call 1300 363 992.

### WHO CAN ENTER

#### Eligible members:

- To be eligible to enter the competition you must:
  - reside in Australia;
  - be 18 years or older;
  - have a valid telephone number and a valid email address;
  - between 1 October 2022 and 30 November 2022:
    - purchase a HCF hospital and extras policy with a cover start date between 1 October 2022 and 30 November 2022:
      - directly through any HCF branch, online or through the HCF call centre,
        - under the retail plan; or
        - under a HCF corporate or referrer plan, where the ongoing discount applicable to that plan does not exceed 10%; or
      - through any third party broker or agent who has authority to sell on HCF's behalf; or
    - have an existing HCF policy (excluding a policy issued under a corporate or referrer plan) with Hospital Only Cover, Extras Only Cover or Ambulance Only Cover and upgrades this policy to hospital and extras cover (excluding hospital and extras cover issued under a corporate or referrer plan). For example, member has Hospital Only cover and takes out Mid Extras; or
    - have existing HCF Hospital and Extras Cover (excluding hospital and extras cover issued under a corporate or referrer plan) and upgrade your Hospital and/or Extras policy to a higher level of cover (excluding a policy issued under a corporate or referrer plan). For example, member has Hospital Bronze Plus and Mid Extras and upgrades to Hospital Silver Plus and retains Mid Extras;
  - pay your first premium or upgraded premium before 30 November 2022 (except if you joined through a corporate plan and your employer pays for the premiums); and
  - maintain the new policy purchase or the upgraded policy and any existing policy until 30 November 2022.

## **Ineligible members:**

The following persons are not eligible to enter the competition:

- HCF members who took out Overseas Visitors Health Cover, Ambulance Only Cover or HCF Life products cannot enter;
- Employees, directors or officers of the Promoter, any companies or agencies associated with this competition, or their immediate families, are ineligible to enter. 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.

## **HOW TO ENTER**

- The competition period commences at 12:01am AEDT on 1 October 2022 and ends at 11:59pm AEDT on Wednesday 30 November 2022 (**competition period**), and the Promoter reserves the right to extend the competition end date at any time (subject to regulatory approval).
- To enter the competition, you must, during the competition period, meet the eligibility criteria as set out above.
- HCF policyholders who do not wish to participate in the competition can opt-out by emailing 90bdaycomp@hcf.com.au before 11:59pm AEDT on Wednesday 30 November 2022 and will be removed from the competition.
- No late entries will be accepted. Incomplete or incoherent entries will be invalid.
- A limit of one entry to the competition per policy applies.
- There is no cost to enter.
- The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

## **PRIZE**

- There are 90 separate prizes to be won including 5 x eGift Cards from Flight Centre or Accor Hotels (at the winner's choice) valued at \$10,000 each (**first prize**), 10 x eGift Cards from Woolworths Supermarket or Coles (at the winner's choice) valued at \$7,500 each (**second prize**) and 75 x Ultimate Gift Cards valued at \$1,000 each (**third prize**). The winners of the Ultimate Gift Card can choose to receive a gift card from one of Beauty & Spa, HIM, HER, Active (**Merchant Group**): **Beauty & Spa:** Ella Bache, Sephora, Michael Hill, The Body Shop, MAC, The Iconic, Dusk. **HIM:** Rebel, The Iconic, Lululemon, Nike, Xbox, H&M, 99 Bikes, Supercheap Auto, BCF, ASOS, Binge, Barbecues Galore, Drummond Golf, Oxford, YD, Oakley, Cotton ON, Speedo, Rip Curl, Stan Car Wash, Kayo. **HER:** H&M, Adidas, Lululemon, Nike, Peter Alexander, Bras N Things, Sephora, The Iconic, JD Sports, ASOS, Forever New, Wittner, Swarovski, Pandora, Lorna Jane, Nine West, Seed, Cotton On, MAC, The Body Shop, T2. **Active:** Adidas, JD Sports, Footlocker, Nike, New Balance, The Iconic, Lorna Jane, Rip Curl, Anaconda, Speedo, 99 Bikes,

Puma, Under Amour, Drummond Golf. The gift card can be redeemed at any of the merchants within the selected Merchant Group.

- The total prize pool value is AUD \$200,000. Entrants will go into the draw to win 1 of 90 prizes available.
- Each prize will be randomly drawn and assigned to each winner.
- The prizes will not be transferable to another person.
- The prizes do not include any costs associated with redeeming the prize.
- No part of a prize is exchangeable or redeemable for cash or any other prize.
- Lost or stolen vouchers will not be replaced or refunded. The vouchers are subject to the relevant retailer's full terms and conditions available on their website.
- If a prize is not available for any reason, the Promoter reserves the right to substitute the prize with another item of equal or greater value if the winner agrees in writing and subject to any approvals from regulatory authorities. If the winner does not agree despite reasonable attempts by the Promoter to reach an agreement and the prize is not available due to circumstances beyond the Promoter's control, the Promoter may substitute the prize with another item or items determined by the Promoter to be of equal or higher value.

#### **SELECTION OF WINNER**

- The winners will be chosen at random using a random number generator which will take place at 10:00AM AEDT on 5th December 2022 at the Promoter's offices at Level 5, 403 George Street Sydney NSW 2000.
- The first 5 entries valid entries drawn will win the first prize. The following 10 entries will win the second prize. The following 75 entries will receive the third prize.
- The winners will be personally notified by email by 7<sup>th</sup> December 2022.
- The name of the winners will be published on the Promoter's website at <https://www.hcf.com.au/Campaigns/uncommon-care> by 12<sup>th</sup> December 2022
- The results of the draw will be final and binding and no correspondence will be entered into in relation to the results of the draw. This is a game of chance.
- The Promoter must distribute the prizes to the winners within 28 days of the winners responding to HCF notifying them of the outcome of the draw, at no cost to the winners.

#### **SECOND CHANCE DRAW**

- If a winner does not respond within 3 months of being notified that they have won the competition, that winner is not readily identified and reasonable efforts have been made by the Promoter to identify the winner were unsuccessful, they will automatically forfeit their prize and the Promoter reserves the right to select another winner through a second chance draw.
- If necessary, a second chance draw will be held on 6 March 2023 at the same time and place as the first draw. The first valid entry drawn will win any unclaimed prize.
- The winner/s will be personally notified by email by 8 March 2023

- The name of the winner/s will be published on the Promoter's website at <https://www.hcf.com.au/Campaigns/uncommon-care> by 15 March 2023
- The results of any second chance draw will be final and binding and no correspondence will be entered into in relation to the results of the draw.
- HCF will distribute the prize/s to the winner/s within 28 days of the draw, at no cost to the winners.

## STANDARD TERMS

- Subject to regulatory approval, the Promoter reserves the right to amend the competition and its terms and conditions at any time and for any reason, and will notify entrants of any such amendments as soon as reasonably practicable on the competition page at <https://www.hcf.com.au/Campaigns/uncommon-care>. It is the entrant's responsibility to regularly check the competition page for any amendments.
- Nothing in these terms and conditions limits, excludes or modifies or purports limit, exclude or modify the Promoter's liability in relation to the consumer guarantees under the Australian Consumer Law (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 competition including:
  - any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - any theft, unauthorised access or third party interference;
  - any entry or prize claim 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;
  - any variation in prize value to that stated in these terms and conditions;
  - any tax liability incurred by the winners or entrants; or
  - use of the prize.
- To the extent permitted by law (including the Australian Consumer Law), if the competition is not capable of running as planned including by reason of technical failure, fraud or any cause beyond the Promoter's control, the Promoter may cancel or suspend the competition or invalidate any affected entries, subject to regulatory approval.
- By entering the competition, the winners agree to participate in such promotional activity as the Promoter may require without remuneration. Each winner also consents to the use and publication of their name, image and any other details provided by the winner in any marketing material without any further reference or payment to the winner.
- The Promoter collects personal information in order to conduct the competition, comply with its legal obligations as the Promoter and for the purpose of running the competition. For these purposes, the Promoter may disclose such personal information to related companies, agents, regulatory bodies, contractors, service providers and any company with whom the Promoter is

running the competition. These recipients may be located overseas. If you do not provide all the personal information we request, you may not be able to participate in the competition.

- Please read the Promoter's privacy policy available on the Promoter's website at <https://www.hcf.com.au/about-us/about-HCF/governance-and-structure/policies/privacy-policy> for more information about how the Promoter handles personal information, how to access and correct your personal information, how to make a complaint, and how the Promoter handles complaints.
- The Promoter is not liable for any tax implications arising from prize winnings, including fringe benefits tax. Independent financial advice should be sought.
- The laws of Victoria apply to this competition. Entrants submit to the exclusive jurisdiction of the laws of Victoria.

**Authorised under:**

- ACT permit no. TP 22/01821; and
- NSW permit no. TP/02165 and
- SA permit no. T22/1492