

TERMS AND CONDITIONS OF ENTRY INTO HCF Thank You Birthday competition

- 1) Instructions on how to participate in this Competition (defined below) and prizes form part of these Terms and Conditions. Participation in the Competition is deemed acceptance of these Terms and Conditions. This Competition is not valid in conjunction with any other offer.
- 2) The Competition is conducted by HCF – The Hospitals Contribution Fund of Australia Ltd (A.B.N 68 000 026 746) of HCF House, 403 George Street, Sydney, NSW 2000 (“**HCF**” or “**Organiser**”).
- 3) The ‘HCF Thank You Birthday competition’ (“Competition”) is only available to Australian residents who (“Eligible Entrants”):
 - (a) are existing HCF policy holders (with a current HCF policy, not a suspended or lapsed HCF policy); and
 - (b) are eligible to participate in the HCF Thank You member recognition program as Opal, Emerald, Ruby or Diamond members.
- 4) Employees of HCF, their partners, agents and suppliers associated with the Competition and each of their immediate families are not eligible 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.
- 5) Eligible Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Organiser to enter into a further agreement as evidence of consent to the minor entering this Competition.
- 6) The Competition commences at 09:00am AEDT on Thursday, 15 November 2018 and ends 11:59pm AEDT on Monday, 31 December 2018 (“Competition Period”). All times and dates are in AEDT as per local NSW time.
- 7) To enter the Competition, an Eligible Entrant must, during the Competition period:
 - log in to the HCF Online Member Services, via hcf.com.au/members, follow the links to ‘HCF Thank You’, click the HCF Thank You competition tile; and
 - enter their valid email address, tick ‘Enter Competition’ and accept these Terms and Conditions.
- 8) The Organiser reserves the right, at any time, to verify the validity of entries and members (including a member’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who HCF has reason to believe has breached any of these Terms and Conditions, tampered with the Competition or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Errors and omissions may be accepted at HCF’s discretion. Failure by HCF to enforce any of its rights at any stage does not constitute a waiver of those rights. HCF’s legal rights to recover damages or other compensation from such an offender are reserved.
- 9) Incomplete, indecipherable or illegible entries will be deemed invalid.
- 10) Only one (1) entry is permitted per HCF Policy.
- 11) The draw will take place at The Hospitals Contribution Fund of Australia Ltd, HCF House, Level 6, 403 George Street, Sydney, NSW 2000 on 7 January 2019 at 11:00am AEDT and will be drawn manually. The first valid entries drawn will win a prize in accordance with clause 13). The winners will be notified by email within two (2) business days of the draw by 9 January 2019 and their names will be published online at hcf.com.au/thankyoubirthday on 14 January 2019.

- 12) The Organiser's decision is final and no correspondence will be entered into.
- 13) The winners are drawn at random and each winner will receive the prize in the order set out in the table. The gift card must be activated by the winner within 3 months of the draw date. Any unused portion of a gift card will expire with the card and will not be redeemable.
- 14) Gift cards cannot be redeemed for cash, reloaded, returned for a refund, have their balances consolidated to a new gift card, or be replaced after expiry and are not legal tender, account cards, credit or debit cards or securities.
- 15) If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
- 16) Total prize pool value is AUD \$20,356.

PRIZES				
NO	PRIZE	QUANTITY	VALUE	TOTAL
1	Woolworths gift card	1	\$2,000	\$2,000
2	JB HI-FI gift card	1	\$500	\$500
3	Agoda gift card	1	\$500	\$500
4	David Jones gift card	1	\$300	\$300
5	Booktopia gift card	5	\$200	\$1,000
6	BioConnected Earphones	10	\$125	\$1,250
7	Thankyou gift card	5	\$100	\$500
8	Booktopia gift card	12	\$100	\$1,200
9	Jurlique gift card	2	\$100	\$200
10	Booktopia gift card	10	\$75	\$750
11	Jurlique gift card	15	\$70	\$1,050
12	YOGA Earth Mat	18	\$69.50	\$1,251
13	Booktopia gift card	20	\$50	\$1,000
14	Endota gift card	10	\$50	\$500
15	Thankyou gift card	20	\$50	\$1,000
16	David Jones gift card	10	\$50	\$500
17	Jurlique gift card	6	\$50	\$300
18	Event Cinemas (Double pass)	15	\$31	\$465
19	Village Cinemas gift card	10	\$31	\$310
20	YOGA Class Pass	50	\$25.60	\$1,280
21	Priceline gift card	125	\$20	\$2,500
22	Woolworths gift card	100	\$20	\$2,000

- 17) Subject to the unclaimed prize draw, if for any reason a winner does not take/redeem a prize by the time stipulated by the Organiser, then that prize will be forfeited. To take/redeem a prize, the winner must follow the link in the

email they are sent from HCF to notify them that they are a winner and confirm their email address by 11:59PM on 8 April 2019.

- 18) If there is a dispute as to the identity of an entrant, the Organiser reserves the right, in its sole discretion, to determine the identity of the entrant.
- 19) If any prize is unavailable, the Organiser, in its discretion, reserves the right to substitute the prize with a prize to the equal or greater value if the winner agrees in writing, subject to any written directions from a regulatory authority. If the winner does not agree despite reasonable attempts by the Organiser to reach an agreement and the prize is not available due to circumstances beyond the Organiser's control, the Organiser may substitute that prize with another item or items determined by the Organiser to be of equal or higher value, subject to any written directions from a regulatory authority.
- 20) If there are any unclaimed prizes, an unclaimed prize draw will take place on 10 April 2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winners of the unclaimed prize draw will be notified in writing within two (2) business days of the draw by 12 April 2019 and their names will be published online at hcf.com.au/thankyoubirthday on 17 April 2019.
- 21) If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of HCF, including but not limited to technical difficulties, unauthorised intervention or fraud, HCF reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any individual; or (b) subject to regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.
- 22) Prizes, or any unused portion of a prize, are not transferable, exchangeable and cannot be redeemed as cash.
- 23) Gift cards are subject to any terms and conditions specified by the issuer including any specified on the gift card itself. Any unused portion of any gift card will not be redeemable for cash. Any ancillary costs associated with the redemption of any gift card are the responsibility of the winner. For full terms and conditions regarding the gift cards please visit the terms and conditions on hcf.com.au/members.
- 24) Any cost associated with accessing the Internet in respect of this Competition is the entrant's responsibility and is dependent on the Internet service provider used.
- 25) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, HCF (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 this Competition.
- 26) The collection, use and disclosure of personal information provided in connection with this Competition is governed by HCF's Privacy Policy available at <http://www.hcf.com.au/privacy-policy/>. HCF collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, suppliers and, as required, to Australian regulatory authorities. Participation in this Competition is conditional on providing this personal information. Entrants should direct any request to access, update or correct information to HCF and direct any complaints regarding treatment of their personal information according to the Privacy Policy. The personal information provided will not be disclosed to any overseas entity.

NSW Permit No. LTPS/18/29368

ACT Permit No. TP 18/02154

SA Permit No. T18/1985