

TERMS AND CONDITIONS OF ENTRY INTO 'HCF Direct Credit Details Campaign' promotion

- 1) Instructions on how to participate in this Promotion (defined below) and prizes form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
- 2) The Promotion 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 "**Promoter**").
- 3) The 'HCF Direct Credit Details promotion' ("**Promotion**") is only available to Australian residents who: (a) are existing HCF policy holders prior to the start of the promotion (with a current HCF policy, not a suspended or lapsed HCF policy), (b) have provided or updated their bank account details with HCF by 11:59pm AEDT 20 January 2019 as required below at 6 and (c) have not entered the previous HCF Direct Credit Details Campaign promotion conducted in mid-2018. Employees of HCF, their partners, agents and suppliers associated with the Promotion 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.
- 4) 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 Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
- 5) The Promotion commences at 09:00am AEDT on Monday, 26 November 2018 and ends 11:59pm AEDT on Sunday, 20 January 2019 ("**Promotional Period**"). All times and dates are in AEDT as per local NSW time.
- 6) To be eligible to receive an automatic entry into the draw, eligible individuals must provide for the first time their Australian bank account details for the payment of benefits under their HCF policy or provide HCF with updated Australian bank account details by:
 - Calling us on 13 13 34;
 - In any HCF branch; or
 - Completing and returning a Direct Credit of Benefits form.
- 7) The Promoter 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 Promotion or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. 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.
- 8) Incomplete, indecipherable or illegible entries will be deemed invalid.
- 9) Only one (1) entry is permitted per HCF Policy.
- 10) The draw will take place at The Hospitals Contribution Fund of Australia Ltd, HCF House, Level 8, 403 George Street, Sydney, NSW 2000 on 29 January 2019 at 11:00am AEDT and will be drawn manually. The winner will be notified in writing within two (2) business days of the draw and their names will be published online at www.hcf.com.au from 31 January 2019. The Promoter may draw additional reserve entries in each draw and record them in order in case an invalid entry.
- 11) The Promoter's decision is final and no correspondence will be entered into.
- 12) The winner will receive a \$1,000 gift card ("**Gift Card**"). This card must be activated by the winner within 3 months of the date of issue and must be redeemed within 12 months of activation. Any unused portion of the Gift Card will expire at the end of 12 months and will not be redeemable

- 13) To activate the Gift Card you must go online to www.activateacard.com.au and enter in the card details. Once activated, funds are available by midday of the following business day.
- 14) The Gift Card 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\$1,000.
- 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 Promoter, then that prize will be forfeited.
- 18) If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 19) If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 20) A draw for any unclaimed prize may take place on 30 May 2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published online at www.hcf.com.au from 4 May 2019.
- 21) If this Promotion 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 Promotion, as appropriate.
- 22) Prizes, or any unused portion of a prize, are not transferable, exchangeable and cannot be redeemed as cash.
- 23) The Gift Card is subject to any terms and conditions specified by the issuer including any specified on the card itself. Any unused portion of the 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 Card please visit: <http://www.giftcardplanet.com.au/eftpos-cardholder-terms>
- 24) Any cost associated with accessing the Internet in respect of this Promotion 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 the Program.
- 26) The collection, use and disclosure of personal information provided in connection with this Promotion 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 Promotion 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 Promotion 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.

27) This Competition is authorised under: NSW Permit No. LTPS/18/29716