

Competition terms and conditions

Terms & Conditions

Latrobe Health Services "Gift Card Competition June – August 2024"

Introduction

1. These Terms and Conditions apply to the Latrobe Health Services "Gift Card Competition June – August 2024" Competition ("Competition"). By joining Latrobe Health Service, entrants agree to be bound by these Terms and Conditions.
2. Entries must comply with these Terms and Conditions to be valid.
3. The Promoter is Latrobe Health Services Limited ABN 94 137 187 010 of 32 Darlimurla, Newborough VIC 3825. ("Promoter" or "Latrobe Health Service"). ACT Permit No. [ACT TP 24/00724]

Competition Period

4. The Competition commences at 12:00am (AEST) on 1 June 2024 and closes at 11:59pm (AEST) on 31 August 2024 ("Competition Period").
5. The Competition is a game of chance.

Eligibility criteria

6. To be eligible to enter the Competition you must:
 - a. reside in Australia;
 - b. be 18 years or over;
 - c. have not held cover, joined, applied either directly with Latrobe Health or one of our aggregator partners or been an existing member in the last 60 days;
 - d. must not be a director, officer, management or employee of Latrobe Health;
 - e. have provided valid membership details;("Eligible Entrant").

How to enter

7. To enter the Competition, Eligible Entrants must, during the Competition period:
 - a. join and begin cover on an eligible Latrobe Health Services hospital and extras combined cover;
 - b. join and begin Latrobe Health Services cover as a new member through the Latrobe Health Services website, branch, Member Experience Hub or via the Latrobe Health Services call centre (1300 362 144) or through the aggregator Compare Club via their website www.compareclub.com.au or via their call centre (1300 112 582) or through the aggregator iSelect via their website www.iselect.com.au or via their call centre (03 9276 8000);
 - c. must have provided valid and true details on your membership application;
 - d. must set up direct debit when joining;
 - e. must maintain direct debit and hold eligible product at the date of the draw (11 September 2024);
 - f. be an active member (no suspensions in place) at the date of the draw (11 September 2024);

- g. premium payments must be up to date at the date of the draw (11 September 2024);
8. Eligible Entrants can enter only once.
9. No late entries will be accepted.
10. Incomplete or incoherent entries will be invalid.
11. There is no cost to enter.
12. The promoter reserves the right, at any time, to verify the validity of entries and entrants (including entrant's identity) and to disqualify an entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process, or where the Promoter, acting reasonably, is of the view that an entrant has breached these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
13. Entrants who use automatically generated entries or multiple aliases, may be disqualified from the Competition.
14. Competition entries become the property of the Promoter upon submission.
15. Eligible Entrants agree to the Promoter's use of their feedback in any medium in connection with this Competition as well as the Promoter's future marketing and communication activities.

Prizes

16. There are 5 individual prizes to be won. Each prize consists of an eGift card valued at \$1,000 (inclusive of GST) (each a "Prize"). The total Prize pool for the Competition is \$5,000. The Prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST.
17. The Prize does not include any costs associated with redeeming the Prize.
18. Only one Prize can be won by an Eligible Entrant.
19. Prizes are not transferrable, exchangeable or redeemable for cash. Prizes must be taken as offered and may not be varied.
20. Prizes and all elements of Prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable to the winner.
21. If the Prize(s) is unavailable 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.
22. Prizes are subject to any additional terms and conditions imposed by the relevant supplier.

Prize Draw

23. The Prize draws will take place on 11 September 2024 ("Draw Date") at 2.00pm (AEST) at Latrobe Health Services, 32 Darlimurla, Newborough VIC 3825. The winner will be chosen randomly. Each of the first 5 valid entries drawn randomly from the entries received during the Competition Period will win a Prize.
24. The winner(s) will be notified by telephone and email by 18 September 2024
25. The names and state of residence of any winner/s will be published on the Promoter's website at www.latrobehealth.com.au/promotions by 13 September for 28 days.
26. The results of the draw will be final and binding and no correspondence will be entered into.

27. The Promoter must distribute the prize(s) to the winner(s) within 28 days of the draw.

Unclaimed prize draw

28. If a Prize has not been accepted or claimed by 18 September or if, after 3 months of making all reasonable attempts, the Promoter cannot contact a winner (or a winner does not contact the Promoter) within 3 months of the Draw Date, the relevant entry(ies) will be discarded and the Promoter will conduct an unclaimed prize draw on 11 December 2024 at the same time and place as the original draw in order to distribute the unclaimed Prize/s.

29. The winner(s) of the unclaimed prize draw will be notified by telephone by 20 December 2024.

30. The names and state of residence of any winner/s will be published on the Promoter's website at www.latrobehealth.com.au/promotions by 13 December 2024 for 28 days.

31. The results of any unclaimed prize draw will be final and binding and no correspondence will be entered into in relation to the results of the draw.

32. The Promoter must distribute the prize(s) to the winner(s) of the unclaimed prize draw within 28 days of the unclaimed prize draw.

33. If any prize remains unclaimed by 13 March 2025 or after 3 months after the date of the unclaimed prize draw, that information will be published on the Website on [insert date] and the Promoter, at its sole discretion, may elect to distribute or absorb the Prizes.

General Terms

34. The Promoter reserves the right to amend the Competition and its terms and conditions at any time and for any reason, and will notify Eligible Entrants of any such amendments as soon as reasonably practicable on the Competition page at www.latrobehealth.com.au/promotions. It is the entrant's responsibility to regularly check the Competition page for any amendments. If the Promoter makes a material change to any of these terms and conditions that is detrimental to Eligible Entrants, the Promoter will notify Eligible Entrants directly.

35. Entrants must not, in relation to this Competition:

- a. tamper with the entry process;
- b. engage in any conduct that may jeopardise the fair and proper conduct of the Competition;
- c. act in a disruptive, annoying, threatening, abusive or harassing manner;
- d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Competition;
- e. breach any law; or
- f. behave in a way that is otherwise inappropriate.

36. Nothing in these terms and conditions limits, excludes or modifies or purports limit, exclude or modify the application of any provision, the exercise of any right or remedy, the imposition of any liability under the Australian Consumer Law, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia, the exclusion of which would contravene that law or cause any term of this agreement to be void ("Non-Excludable Obligations"). Except for any liability that cannot be excluded by law, including the Non-Excludable Obligations, the Promoter excludes all liability for any indirect or consequential loss or damage that you may suffer in connection with this Promotion or use of the reward, including loss of opportunity, loss of profit, personal injury or property damage. The Promoter is not responsible for any undelivered emails due to an entrant's spam filters or email settings.

37. If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this Competition is final.
38. If this Competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure the Promoter may end, change, suspend or cancel the Competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
39. The Promoter is not responsible for any tax implications arising from entrants winning a Prize. Entrants should seek independent financial advice. If for GST purposes this Competition results in any supply being made for non-monetary consideration, entrants must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
40. This Competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.
41. Personal information is being collected by the Promoter for the purpose of conducting and promoting this Promotion. By joining this Promotion, an Eligible Person consents to storage and use of their personal information by the Promoter in accordance with its Privacy Policy. If the personal information is not provided, the Eligible Person may not participate in this Promotion. Our privacy policy, which is available on our website, includes our contact details, explains more about the types of personal information we usually collect and how we handle your personal information, as well as how you can seek access to and correction of your personal information, how to make a privacy complaint and how we deal with these complaints.
42. The laws of Victoria apply to this Competition. Eligible Entrants submit to the non-exclusive jurisdiction of the Courts of Victoria.