

**“REFER A FRIEND TO JOIN NMH & YOU BOTH GO IN THE DRAW TO WIN 1 OF 5  
\$2,000 EFTPOS CARDS” PROMOTION**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Nurses & Midwives Health (“NMH”) (ABN 70 611 479 237) of Level 4, Tower A, 260 Elizabeth Street, Sydney NSW 2000, telephone: 1300 344 000.
3. Entry is only open to Australian residents aged 18 years or over who are existing members of Nurses & Midwives Health (“Existing Members”) prior to the commencement of the promotion.
4. Employees of the Promoter and agencies associated with this promotion are ineligible to enter.
5. Promotion commences on 05/10/2017 and ends at 11:59pm AEDT on 10/12/2017 (“Promotional Period”).
6. To enter, Existing Members must refer a friend or family member, who are an Australian resident aged 18 years or over (“New Member”), to join NMH during the Promotional Period. The New Member must put the Existing Member’s membership number into the promotional space provided (if joining online), or provide it to a customer service agent when prompted, at the time of joining. Both the Existing Member, and the New Member, will then automatically receive one (1) entry each into the draw.

For every New Member an Existing Member refers during the Promotional Period, the New Member and Existing Member will each receive one (1) entry into the draw.

7. The Promoter reserves the right, at any time, to verify the validity of entries, Existing Members and New Members (including their identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process 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 the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. If there is a dispute as to the identity of an Existing Member or New Member, the Promoter reserves the right, in its sole discretion, to determine the identity of the Existing Member or New Member.
9. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 14/12/2017 at 10:00am AEDT. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be notified in writing within two (2) business days of the draw and their names will be published at [www.nmhealth.com.au](http://www.nmhealth.com.au) from 18/12/2017. In the event of any winners from SA, their names will also be published in The Advertiser on 03/01/2018.
10. The Promoter’s decision is final and no correspondence will be entered into.
11. The first five (5) valid entries drawn will each win a \$2,000 EFTPOS Gift Card.
12. Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.

13. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
14. 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.
15. Total prize pool value is \$10,000.
16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
17. A draw for any unclaimed prizes may take place on 14/03/2018 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 at [www.nmhealth.com.au](http://www.nmhealth.com.au) from 15/03/2018. In the event of any winners from SA, their names will also be published in The Advertiser on 22/03/2018.
18. Existing Members and New Members consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. 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 the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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, 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 promotion.
21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner, Existing Member or New Member; or (f) use of a prize.
22. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.nmhealth.com.au/privacy-policy/](http://www.nmhealth.com.au/privacy-policy/). The Privacy Policy also contains information about how New Members and Existing Members

may opt out, access, update or correct their PI, how they may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI to entities outside of Australia – see Privacy Policy for details.

**NSW Permit No. LTPS/17/18356 ACT Permit No. TP17/02000 SA Permit No. T17/1890**