

**'TEACHERS HEALTH 70<sup>TH</sup> ANNIVERSARY**  
**MEMBER 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, Teachers Federation Health Ltd, is a registered private health insurer, trading as Teachers Health, Nurses & Midwives Health and UniHealth (ABN 86 097 030 414) of Level 4, Tower A, 260 Elizabeth Street, Sydney NSW 2000, Telephone: 1300 728 188.
- 3) This promotion is a game of chance and authorised under NSW TP/03413; ACT TP 24/00715.1; SA T24/519. The promotion commences at 10:00am (AEDT) on Tuesday, 7 May 2024 and closes at 10:00am (AEDT) on Tuesday, 3 December 2024 ("Promotion Period").
- 4) One-hundred (100) individual e-gift cards valued at AUD \$100.00 each (each e-gift card is a "Prize"), are available to win by one-hundred (100) Eligible Entrants for the first six (6) draws as per the Draw Dates listed in Clauses 6(i)-(vi) below. The prize pool for the first six (6) draws is valued at AUD \$10,000.00 per draw.
- 5) Two-hundred individual e-gift cards valued at AUD \$100.00 each (each e-gift card is a "Prize") are available to win by two hundred (200) Eligible Entrants for the final two (2) draws as per the Draw Date Schedule in Clauses 6(vii)-(viii) below. The prize pool for the final two (2) draws is valued at AUD \$20,000.00 per draw.
- 6) The total Prize pool for the entire Promotion is valued AUD \$100,000.00. For ease of reference the corresponding Prizes including the draw dates are listed in the following Draw Date Schedule:

<b>Prize quantity and value</b>	<b>Draw date and time</b>	<b>Announcement date</b>
i. 100 x \$100 individual eGift cards	Tuesday, 7 May	Thursday, 9 May
ii. 100 x \$100 individual eGift Cards	Tuesday, 4 June	Thursday, 6 June
iii. 100 x \$100 individual eGift Cards	Tuesday, 2 July	Thursday, 4 July
iv. 100 x \$100 individual eGift Cards	Tuesday, 6 August	Thursday, 8 August
v. 100 x \$100 individual eGift Cards	Tuesday, 3 September	Thursday, 5 September
vi. 100 x \$100 individual eGift Cards	Tuesday, 1 October	Thursday, 3 October
vii. 200 x \$100 individual eGift Cards	Tuesday, 5 November	Thursday, 7 November
viii. 200 x \$100 individual eGift Cards	Tuesday, 3 December	Thursday, 5 December

**Eligible Entrants**

- 7) Entry into the Promotion is only available to current Members:
  - i) who are aged eighteen (18) years and over;
  - ii) who are the Primary Member under the Policy;
  - iii) who hold Extras, Hospital or Ambulance-only Cover with Teachers Federation Health Ltd;
  - iv) whose premium payments are up-to-date and not in arrears as of the corresponding Announcement date;
  - v) whose Policy is not cancelled, suspended or on hold as of the corresponding Announcement Date;
  - vi) must not be an employee of the Promoter or its related entities and must not have any immediate family members who are also employees of the Promoter or its related entities. "Immediate family member" means spouse, de facto spouse, child or stepchild (whether biological or via adoption), parent(s) or step-parent(s), brother(s), or sister(s).

**Automatic Entry**

8) Automatic entry into the Promotion is only open to Eligible Entrants who have consented to receiving marketing material from the Promoter.

**Opt-in Entry**

9) Eligible Entrants who have not consented to receiving marketing material from the Promoter, can still enter the Promotion by completing the Opt-in Form on the Promoter’s website ([teachershealth.com.au/opt-in](http://teachershealth.com.au/opt-in)) or by calling 1300 728 188 either before or during the Promotion Period. Completion of the Opt-in Form will allow Promoter to contact Eligible Entrants via Email/SMS in the event they have won a Prize during the Promotion Period. It will not be classed as a general consent to receive marketing material from the Promoter.

**Eligibility to Win**

10) To be eligible to win, Eligible Entrants must, during the Promotion Period:  
a. be a current Primary Member as of the corresponding Announcement date (excludes members whose policy is cancelled, suspended, in arrears or on-hold); and  
b. have a valid telephone number and a valid email address registered on their Policy.

11) The number of entries available to Eligible Entrants for every draw listed in the Draw Date Schedule, will depend on the level of Tenure the Primary Member has with the Promoter. In the context of this Promotion, Tenure means continuous, uninterrupted membership with the Promoter where a membership has not been terminated, cancelled, or suspended. If a membership has been interrupted via termination, cancellation or suspension, Tenure will be calculated from the most recent membership re-join or re-commencement date.

12) The number of entries available commensurate to the Primary Members Tenure is as follows:

Membership of 0-10 years	Membership of 11-20 years	Membership of 21-30 years	Membership of 31- 40 years	Membership of 41-50 years	Membership of 51+ years
2 entries	3 entries	4 entries	5 entries	6 entries	7 entries

13) Entries via the Opt-in Form must be received either before or during the Promotion Period and will be deemed to be received only at the time and date shown in the Promoter’s server. It is only once the Opt-In has been received by the Promoter that an Eligible Entrant will enter any future draws commensurate with their level of Tenure during the Promotion Period.

14) Winning of an individual draw will not be excluded from any future draws and will be automatically re-entered into future draws commensurate to their level of Tenure as stated in Clause 9.

15) Entrants are responsible for their own costs associated with entering the Promotion.

**Prize Draw, Prize Claiming and Redemption**

16) The draw will take place at Teachers Federation Health Ltd. Level 5, 260 Elizabeth Street, Surry Hills NSW 2000 at 10:00am AEDT or 10:00am AEST, whichever applies, as per the Draw Date Schedule listed in Clause 3 of these Terms and Conditions.

17) The Promoter may draw additional reserve entries and record them in case an invalid entry or ineligible entrant is drawn. The winners will be notified via email within two (2) business days of the draw and their last name, first initial and postcode will be published at [teachershealth.com.au](http://teachershealth.com.au) and on the Promoter’s Facebook page: <https://www.facebook.com/TeachersHealthFund>.

18) Winners must claim their Prize within fourteen (14) business days following their email notification. If a winner does not claim their Prize within fourteen (14) business days, their Prize will be forfeited and added to the unclaimed prize draw as per clause 25 of these terms and conditions.

19) By participating in this Promotion, the Primary Member provides the Promoter with permission to disclose their name and email address details to a third party for the purpose of the distribution of their

Prize.

- 20) eGift cards are issued by United Incentives Pty Ltd (ABN 53 157 818 427) t/as GiftPay. eGift cards are subject to the terms and conditions of the card issuer: [www.giftpay.com.au/egift/info.aspx](http://www.giftpay.com.au/egift/info.aspx).
- 21) eGift cards have to be redeemed from GiftPay within thirty-six (36) months for participating merchants' gift cards up to the available balance. This conversion is final and cannot be reversed. For a list of participating merchants, please visit [www.giftpay.com.au/business/egifts.aspx](http://www.giftpay.com.au/business/egifts.aspx). Redemption of the merchant's gift card is subject to the merchant's terms and conditions, including expiry date as stated on the merchant's gift card.
- 22) Any ancillary costs associated with redeeming the eGift card or merchant gift card are not included. Any unused balance will not be awarded as cash.
- 23) The Promoter reserves the right, at any time, to verify the validity of entries (including their identity, age and place of residence).
- 24) The Promoter 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.
- 25) If there is a dispute as to the identity of the Primary Member, the Promoter reserves the right, in its sole discretion, to determine the identity of the Primary Member.
- 26) Any Eligible Entrant automatically entered into the Member Promotion who does not wish to participate in the Promotion can complete an Opt-out Form on the Promoter's website ([teachershealth.com.au/opt-out](http://teachershealth.com.au/opt-out)) or call 1300 728 188 to request to be opted out of the Promotion. If any Eligible Entrant requests for their entry to be removed from a draw prior to a Promotion draw date, they will forfeit their entry into that draw including any subsequent draw dates.
- 27) If a Prize has not been claimed within fourteen (14) business days after the Promoter has made reasonable attempts to contact the winner, the relevant entry will be discarded and the Promoter will conduct an unclaimed prize draw on 13/1/2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners of the unclaimed prize draw, if any, will be notified in writing within two (2) business days of the draw and their names will be published on the Promoters website: [teachershealth.com.au](http://teachershealth.com.au) from 15/01/2025.
- 28) Subject Clauses 15, 23 and 24 (above), if for any reason a winner does not claim a Prize within ten (10) business days after the Promotor has made reasonable attempts to contact them, the Prize will be forfeited. If the Prize is forfeited, the Promoter will not be held liable, nor will there be any obligation on the Promoter to reinstate the Prize.
- 29) 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.
- 30) The Promoter's decision is final and no correspondence will be entered into.
- 31) Total prize pool value for the Promotion is AUD \$100,000.00.
- 32) Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash.
- 33) Eligible Entrants 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.

#### **General Terms**

- 34) 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.

35) 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 2010* (Cth), as well as any other implied warranties under the *ASIC Act 2001* (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.

36) 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, an Entrant; or

(f) use of a Prize.

37) 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 into the Promotion is conditional upon the Primary Member providing this PI to Promoter. The Promoter will use and handle PI as set out in its Privacy Policy, which can be viewed at [www.teachershealth.com.au/privacy](http://www.teachershealth.com.au/privacy). The Privacy Policy also contains information about how Entrants 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 to the Promotion will become the property of the Promoter. The Promoter may disclose PI to entities outside of Australia – see Privacy Policy for details.

**NSW TP/03413 ACT TP 24/00715.1 SA T24/519**