

# Terms and Conditions - Phoenix Health Fund Member Satisfaction Survey Competition.

## General

1. The Promoter is Phoenix Health Fund Limited (93000124863) of 1/4 Honeysuckle Drive, NSW, Australia, 2300.
2. Entry into the competition is deemed acceptance of these Terms and Conditions.
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions will prevail.

## Who can enter

4. Entry is open to all current Policy Holder Members of Phoenix Health Fund (and their Partners).
5. Entrants into this competition must be 16 years of age or older as at the date of entry.
6. The Promoter reserves the right to request winners provide proof of identity, proof of residency at the nominated prize delivery address and proof of entry in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
7. Employees and contractors of PHF, including their immediate family, are not eligible for this Promotion.

## When to enter

8. The competition commences on Monday 3/12/2018 at 10:00am AEST and concludes on Friday 14/12/2018 at 5:00pm AEST. Entries must be received by the Promoter prior to the competition closing date and time.
9. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.
10. The Promoter accepts no responsibility for any late, lost or misdirected entries not received by the Promoter due to technical disruptions, or for any other reason.

## How to enter

11. Entrants must complete the Member Satisfaction survey to enter the competition.
12. Any entry that is made on behalf of a non-Policy Holder by a third party will be invalid.

## Number of Entries permitted

13. Only one entry per membership. Only one prize will be awarded per membership.

#### **Determination and Notification of winner**

14. A Policy Holder Member (or Partner of the Policy Holder Member) can only win the stated prize if their associated membership is 'Financial' at the time of the draw (21/12/2018). Financial means that all premiums owing against the policy have been paid.
15. The prize draw will be a random selection from all valid entries received during the Promotional Period. The first four entries will be drawn at random at 10:00am AEST on, 21/12/2018 at 1/4 Honeysuckle Drive Newcastle NSW 2300.
16. If any particular determination is scheduled on a public holiday, the determination will be take place on the following business day.
17. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
18. The winner/s will be notified first by phone, and then email or post on the 21/12/2018.
19. Prizes will be awarded to person named in the entry. However, in a dispute, will be awarded to the Policy Holder Member of the Phoenix Health Fund Membership.
20. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
21. The prize must be claimed by 5:00pm (AEDT) on 27/12/2018. In the event that the Promoter is unable to make contact with the winner for any reason before 5pm on the 27/12/2018, the Promoter will determine that the winner is no longer eligible for the prize. In this instance, an unclaimed prize draw will occur at 10am (AEST) on 2/12/2018 at 1/4 Honeysuckle Drive Newcastle NSW 2300. The winner of the unclaimed prize will be notified by phone and then email or post on the 27/02/2018.

#### **Prize on offer**

22. Individual gift card prize valued at \$200 (including GST). Total prize pool value is \$800 (including GST) as at 27/11/2018.
23. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize supplier's requirements.

#### **Further Terms and Conditions**

24. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any

individual who has tampered with the entry process or any other aspect of this competition.

25. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
26. If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
27. Any cost associated with accessing the website is the entrant's responsibility and is dependent on the Internet service provider used.
28. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
29. If the prize is unavailable for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
30. The Promoter reserves the right to re-determine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.