

**GMHBA “Download our app and go in the draw to win 1 of 10 \$90 Prezzy gift cards”**

**Terms and Conditions**

**Competition Rules**

The following competition is being held and promoted by GMHBA Limited trading as GMHBA ABN 98 004 417 092 60 Moorabool St, Geelong Victoria 3220 Telephone 1300 446 422 (**Promoter**).

By participating in the “**Download our app**” (**Promotion**), each entrant unconditionally accepts and agrees to comply with these Terms and Conditions and the decisions of the Promoter which are final and binding in all respects. The Promoter’s failure to enforce any one of these Terms and Conditions will not give rise to any claim or right of action by the entrant or any other person.

<b>Opening and closing dates</b>	The entry period for the Promotion begins at 9am(EST) on <b>13 June, 2024</b> and ends at 11.59pm(EST) 25 July.
<b>Who may enter</b>	<p>The Promotion is only open to <b>GMHBA members only, who download the GMHBA app and login to their account during the competition period</b>, persons aged 18 years and over. GMHBA Limited staff are not eligible to enter this promotion.</p> <p>Where an entrant enters the Promotion and terminates their GMHBA branded health insurance membership during the Promotion Period, they will not be eligible to participate in the prize draw.</p> <p>The Promoter reserves the right to verify the validity of entries and entrants (including an entrant’s identity and age) and to disqualify any entrant who, in the opinion of Promoter, has tampered with the entry process, entered in a manner that is not in accordance with these Terms and Conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify the prize winners if the Promoter becomes aware that the prize winners and/or the prize winner’s entry is of a type described in this term. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.</p>
<b>How to enter</b>	<p>Entrants must during the promotional period</p> <ul style="list-style-type: none"><li>• Download the GMHBA app to your phone via iOS App Store or Google Play</li><li>• Login via app</li></ul>
<b>Multiple entries</b>	Multiple entries for the membership are allowed
<b>Value of prize</b>	The total prize pool is valued at \$900
<b>Conditions of entry</b>	<p>Entrants must comply with the following conditions:</p> <ul style="list-style-type: none"><li>• Entrants consent to being contacted by GMHBA Marketing department in the case they win.</li><li>• All details provided with their entry are true and correct;</li><li>• The entrant has all the necessary rights to grant the Promoter the rights granted under these Terms and Conditions.</li></ul>

	Each entrant indemnifies the Promoter against all loss, damages and costs incurred by the Promoter arising from that entrant's breach of the warranties set out in this term.
<b>Selection of the winner and prize details</b>	<p>Total prize pool consists of 10 \$90 Prezzy Vouchers</p> <p>The winner will be chosen by random computer selection from all valid competition entries after the end of the Promotion Period by no later than 5pm 5 June 2024. The winner will be notified by email and phone between 5 June and 12 June using the contact details provided on membership. Each entrant consents to being contacted by the Promoter regarding their entry.</p> <p>The Promoter's decision is final and no correspondence will be entered into. The prize must be accepted as offered and is not exchangeable, transferable or redeemable for cash. If any aspect of a prize cannot be delivered for any reason, the Promoter reserves the right to substitute the prize for any other item of equal or greater value.</p> <p>If a prize remains unclaimed by 5 October 2024 the prize will be awarded to another valid entry.</p>
<b>Privacy</b>	<p>The Promoter collects and uses personal information in order to conduct the Promotion, contact the winner of the Promotion, provide any goods or services requested and for promotional and marketing purposes. The Promoter may disclose personal information to third parties, including but not limited to, subsidiaries, and regulatory authorities, social media platform providers, and advertising and promotional agencies. Please refer to the Promoter's Privacy Statement available at <a href="http://www.gmhba.com.au/website-privacy-statement">www.gmhba.com.au/website-privacy-statement</a> for more information about how the Promoter handles personal information including how to seek to access or correct personal information or submit a privacy complaint and how that complaint will be handled. <b>Please contact Privacy Officer, GMHBA Limited, PO Box 761, Geelong VIC 3220, <a href="mailto:service@gmhba.com.au">service@gmhba.com.au</a> or 1300 446 422 in relation to any queries about the manner in which information is handled by the promoter</b></p>
<b>Limitations of liability</b>	<p>The laws of Victoria apply to this promotion to the exclusion of any other law. Entrants submit to the non-exclusive jurisdiction of the courts of Victoria.</p> <p>Tax implications may arise from the receipt or use of a prize. Independent financial advice should be sought.</p> <p>It is a condition of accepting a prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.</p> <p>Subject to the consumer guarantees provided for in consumer protection legislation (including in the Australian Consumer Law), the Promoter excludes to the fullest extent permitted by law:</p> <ul style="list-style-type: none"> <li>• from these Terms and Conditions all representations, warranties, conditions, guarantees and undertakings that would otherwise be implied in these Terms and Conditions by legislation, common law, equity, trade, custom or usage; and</li> <li>• all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss or profits) whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, without limitation, the following: <ul style="list-style-type: none"> <li>• any technical difficulties or equipment malfunction (whether or not under the Promoter's control);</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• any entry or prize claim that is late, lost altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;</li> <li>• any variation in prize value to that stated in these Terms and Conditions;</li> <li>• any tax implications;</li> <li>• a prize or use of a prize.</li> </ul> <p>As a condition of participating in the Promotion, each entrant releases:</p> <ul style="list-style-type: none"> <li>• the Promoter and its subsidiaries, advertising and promotional agencies, and all of their officers, directors, shareholders, members, employees, and agents (collectively, the “<b>Promotion Entities</b>”); from liability for loss, harm, damage, injury, cost or expense whatsoever including property damage, personal injury and death that may occur in connection with, preparation for, or participation in the Promotion, or possession, acceptance or use of prizes or participation in any Promotion-related activities and claims based on publicity rights, copyright or trademark infringement, defamation or breach of privacy.</li> </ul>
<b>General conditions</b>	<p>If for any reason whatsoever beyond the reasonable control of the Promoter, the Promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) subject to any written directions from a regulatory authority, to cancel, suspend, modify, terminate or cancel the Promotion.</p>