

CBHS Health Fund Limited

‘Mindful May Random Acts of Kindness’ challenge

Terms and Conditions (Game of chance)

Eligible Entrant Residency Age	Australia 18+ years old
Competition Period	Start Date: 01/05/2024 at 8am AET End Date: 14/06/2024 at 11.59pm AET
Entry Process	Eligible Entrant must: 1. Join the ‘ Mindful May Random Acts of Kindness ’ challenge and complete the post-challenge survey by 14/06/2024
Entry Limit	One (1) completed post-event survey per person
Draw Date	21/06/2024 at 11am (AET) at Promoter's office
Draw Method	1. <i>Health Hub</i> team judges will choose a winner as judged “best response” to the following question: “What mindfulness practices and random acts of kindness did you engage in during Mindful May?”
Prize	One (1) x \$300 <i>endota</i> spa gift card
Total Prize Pool	\$300
Winner Notification	Via CBA email on 21/06/2024
Prize Delivery	Email
Special Conditions	Claiming a prize If the winner has not claimed the prize by 28/06/2024, winner will be deemed to have forfeited Prize and another prize winner will be determined on 28/06/2024 at 11am (AET) (Redraw Date).

Further terms and conditions

1. Information on how to enter the competition forms part of these terms and conditions. Entrants are deemed to be bound by these terms and conditions.
2. Promoter is CBHS Health Fund Limited (ABN 87 087 648 717) (**CBHS** or **Promoter**) of Level 16, 6 Hassall Street, Parramatta NSW 2150, email: cbhslive@cbhs.com.au, telephone: 1300 654 123.
3. This is a game of chance where winner(s) are randomly selected. Each draw is open for public scrutiny, and anyone may witness the draw upon request.
4. Promoter’s decision is final, and no correspondence will be entered into.

Eligibility

5. Management, directors, employees and contractors of Promoter, its related entities, and agencies associated with this competition are ineligible to enter.
6. Entries submitted from outside Australia will be deemed invalid.

General

7. Reasonable attempts will be made to contact the winner. Promoter takes no responsibility if the winner is unable to be successfully contacted.

8. In case of an invalid entry, ineligible entrant or unclaimed prize, Promoter will conduct a redraw on the Redraw Date (28/06/2024), subject to any written directions of a regulatory authority. Draw conductor may draw additional reserve entries and record them in order.
9. Incomplete or incomprehensible entries, including those with incorrect contact details, will be deemed invalid. Entries received are considered final by Promoter. Entries are deemed to be received at the time of receipt by Promoter and not at the time of submission by an entrant.
10. An entry that Promoter believes is inappropriate or infringes intellectual property or other rights will be deemed invalid at its discretion.
11. Promoter reserves the right to verify an entrant's eligibility to enter and claim a prize, including requiring supporting documents within a specific time period. If an entrant or entry has not been verified to Promoter's satisfaction, the entry will be deemed invalid.
12. Promoter reserves the right to disqualify an entrant for tampering with the competition's conduct. Promoter in its sole discretion may also disqualify an entrant who it believes has behaved in an inappropriate manner. Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
13. Prize is not transferable or exchangeable and cannot be taken as cash.
14. If a prize (or any part thereof) becomes unavailable, Promoter reserves the right to substitute it with another prize of equal value and/or specification.
15. It is a condition of accepting a prize that winner(s) must sign any legal document in the form required by Promoter in its discretion, including but not limited to a legal release and indemnity form. Winner(s) must also comply with all conditions of use of the prize, including any prize supplier terms and conditions.
16. Entries and any subsisting copyright become CBHS property.
17. Entrants consent to Promoter publishing their entry, name, image, likeness, character and/or voice (including photographs, film and/or recording of the same) in any media for promotional purposes for an unlimited period of time without compensation. For publications of testimonials, entrants consent to CBHS publishing their entry, first name, last name initial and state/territory.
18. Promoter collects and uses entrant personal information in order to conduct the competition and may for this purpose disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and State/Territory governments as required. Validity of an entry is conditional on providing the requested personal information.
19. Promoter may for an unlimited period of time use the information provided by an entrant for promotional, research and profiling purposes. Promoter may contact an entrant with direct marketing communications. The entrant can unsubscribe at any time.
20. Privacy Policy and Health Benefit Fund Rules available at www.cbhs.com.au apply.
21. If the competition is not capable of being conducted as reasonably anticipated due to any reason beyond Promoter's control, including but not limited to computer virus, bugs, or technical failures, Promoter reserves the right to: (a) disqualify any entrant; and (b) modify, suspend, terminate or cancel the competition, subject to any written directions of a regulatory authority.
22. Promoter (including its officers, employees and agents) excludes all liability including negligence (except for liability that cannot be excluded by law, in which case liability is limited to the minimum allowable by law) for any personal injury, death, loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising out of this competition, including but not limited to: (a) technical issues or malfunction; (b) theft, unauthorised access or third party interference; (c) an entry, prize claim or prize that is late, lost, altered, damaged or misdirected due to a reason beyond Promoter's reasonable control; (d) variation in prize value; (e) tax liability incurred by an entrant; or (f) use of a prize.
23. Nothing in these terms and conditions is intended to limit, exclude or modify statutory consumer guarantees provided under the *Competition and Consumer Act 2010* (Cth).
24. The competition is governed by the laws of New South Wales and each entrant submits to the non-exclusive jurisdiction of the courts of New South Wales.