



**HCF CORPORATE "FITBIT OFFER FOR CHARTERED ACCOUNTANTS AUSTRALIA AND NEW ZEALAND CORPORATE HEALTH PLAN MEMBERS"**

**TERMS AND CONDITIONS**

1. This offer is only open to Australian residents aged 18 years and over, who are eligible to join the HCF Corporate Health Plan for **Chartered Accountants Australia and New Zealand Corporate Members** and are not existing HCF members as at Monday 18 February 2019. Offer not available for members with Overseas Visitors Health Cover.
2. Employees (and their immediate families) of The Hospitals Contribution Fund of Australia Ltd ABN 68 000 026 746 (**HCF**) and agencies associated with this offer are ineligible. An 'immediate family member' includes any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. Offer commences at 9:00am AEST on Monday 18 February 2019 and ends at 11:59pm AEST on Wednesday 20 March 2019 (**Offer Period**).
4. To be eligible for this offer and receive a Fitbit 'Charge 3', you must, during the Offer Period;
  - (a) Take out HCF hospital and extras cover under the Mercer Marsh Benefits Corporate Health Plan through one of the following joining methods only:
    - (A) Corporate Sales Representatives;
    - (B) the HCF Call Centre; or
    - (C) any HCF branch; or
    - (D) <http://corporate.hcf.com.au/charteredaccountants>; and
  - (ii) join HCF as a fully financial member whose cover has commenced; and
  - (b) Having joined, commenced cover and:
    - (i) Be fully financial for the purposes of the policy and retain your policy in proper financial order and within the Promoter's trading terms for one (1) month following your membership join date; or
    - (ii) Make payment for the policy for one (1) full month upfront and retain your policy within the Promoter's trading terms for the month following your membership join date
  - (c) Provide a valid email address
5. Only one (1) gift is permitted per person per household and not available with any other offers or promotions (excluding the waiting period waiver offer).
6. HCF's decision is final and no correspondence will be entered into.
7. Eligible customers specified in clause 4 above will each be sent a Fitbit 'Charge 3' valued at \$149.95 ("gift"). Each gift will be sent once the relevant requirements as set out in clause 4 above have been met.
8. The gift is not redeemable for cash and is not exchangeable or transferable to any other person.
9. If this offer 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 claimant; or (b) to modify, suspend, terminate or cancel the offer, as appropriate.

10. 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 Australian Securities and Investment Commissions Act 2001 (Cth) or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, HCF (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 this offer.
11. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, HCF (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 HCF's control); (b) any theft, unauthorised access or third party interference; (c) any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by HCF) due to any reason beyond the reasonable control of HCF; (d) any variation in reward value to that stated in these terms and conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.
12. HCF collects personal information (**PI**) in order to conduct this offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Submitting a claim 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 <http://www.hcf.com.au/privacy-policy/>. The Privacy Policy also contains information about how you may opt out, access, update or correct your PI, how you may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will not disclose your personal information to any entity outside of Australia.