

Live Better with Medibank Terms & Conditions ("Conditions of Entry")

| Schedule | |
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| Promotion: | Live Better with Medibank |
| Promoter: | Medibank Private Limited ABN 47 080 890 259, Level 17, 720 Bourke St, Docklands, VIC 3008, Australia. Ph: 134 190 |
| Promotional Period: | Start date: 14/11/16 at 09:00 am AEDT End date: 07/01/17 at 11:59 pm AEDT |
| Eligible entrants: | Entry is only open to Australian residents who are 18 years and over. |
| How to Enter: | To enter the Promotion, an entrant must complete any one (1) of the following three (3) Entry Methods during the Promotional Period: (1) <u>Online Entry</u> : visit www.medibank.com.au/competition and input the requested details and submit the fully completed entry form; OR (2) <u>Medibank Retail Activation Entry</u> : visit a Medibank Retail Activation, fully complete a manual entry form with all requested details and place the completed entry form in the entry box at the activation; OR (3) <u>Medibank Retail Store Entry</u> : visit a Medibank store within Australia, fully complete a manual entry form with all requested details and place the fully completed entry form in the entry box in store. |
| Entries permitted: | Each person may only complete one (1) of the three (3) entry methods outlined above. An entrant upon successful completion of the entry mechanic will receive: one (1) draw entry if they are not a Medibank member; and two (2) entries into the draw if they are a Medibank member. |
| Total Prize Pool: | \$7,749.75 |

| Prize Description | Number of this prize | Value (per prize) | Winning Method | Conditions |
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| Prize 1: The prize is FitBit Charge 2. | 5 | AUD\$249.95 | Draw: computerised random selection - 30/01/17 at 02:30 pm | No part of this prize is exchangeable, redeemable for cash or any other prize or transferable. |
| Prize 2: The prize is a \$200 Sunglass Hut voucher. | 5 | AUD\$200.00 | Draw: computerised random selection - 30/01/17 at 02:30 pm | No part of this prize is exchangeable, redeemable for cash or any other prize or transferable. Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher. |
| Prize 3: The prize is a \$100 gift card for winner's choice of one (1) of the following retailers: David Jones, Myer, JB Hi-Fi and Coles. | 55 | AUD\$100.00 | Draw: computerised random selection - 30/01/17 at 02:30 pm | No part of this prize is exchangeable, redeemable for cash or any other prize or transferable. Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as |

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| | | | | cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card. |
| Winner notification: | Winners will be contacted by email and phone. The winners will be contacted within two (2) business days of the draw. | | | |
| Unclaimed Prizes: | Prize(s) must be claimed by 08/05/17 at 02:30 pm AEST. Unclaimed prizes will be redrawn on 09/05/17 at 02:30 pm AEDT at Plexus, Level 2, 35 Little Bourke Street, Melbourne VIC 3000 Australia. The winner/s of the redraw will be notified by email and phone within two (2) business days of the draw. | | | |

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will only be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies associated with this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. Immediate family means 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 1st cousin.
5. Draw:
 - a) The draw will take place at Plexus, Level 2, 35 Little Bourke Street, Melbourne VIC 3000 Australia at 02:30 pm AEDT on 30/01/17 using computerised random selection.
 - b) The first five (5) valid entries drawn will each win Prize 1. The next five (5) valid entries drawn will each win Prize 2. The next fifty-five (55) valid entries drawn will each win Prize 3.
 - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
9. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
10. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
11. Each prize will be awarded to the person named in the respective winning entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
12. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.medibank.com.au/legal-information.aspx#privacy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the

Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

13. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
14. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
15. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
16. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
17. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
18. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
20. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
21. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
23. Authorised under: ACT Permit No. TP 16/02106, NSW Permit No. LTPS/16/08437 and SA Permit No. T16/1916