## 'LIFE REWARDS - WIN 1 IN OVER 50 PRIZES' TERMS & CONDITIONS

## Schedule to Terms & Conditions of entry

Entry into the competition is deemed to be an acceptance of these terms and conditions.

Promotion name	'LIFE REWARDS- WIN 1 IN OVER 50 PRIZES'	
Promoter	Company: EonX Services Pty Ltd ABN: 39 615 958 873 Address: Level 1, 1183 Toorak Road Camberwell VIC 3124	
Eligible States/Territories	National (all States and Territories)	
Promotion period	Start: 09:00am ACST 26/02/2024End: 05:00pm ACST 30/04/2024No entries will be accepted outside this time.	
Website address	Life Rewards Home Page: <u>https://liferewards.bupa.com.au</u> Life Rewards Competition Page: <u>https://liferewards.bupa.com.au/competitions/</u>	
Eligible entrants	<ul> <li>Entry to the Promotion is open to Australian residents in all Eligible States and Territories who are 18 years or over and a Life Rewards member or become a member of Life Rewards during the Promotion Period.</li> <li>Membership of Life Rewards (and, consequently, participation in this competition) is subject to the terms and conditions which apply to Life Rewards are available <u>here</u>, which may be amended from time to time.</li> <li>Life Rewards is being operated by the Promoter. To register for Life Rewards you must hold a current eligible Bupa policy and be registered for myBupa.</li> </ul>	
Details of prizes	There are 53 prizes available that will be provided as 'available funds' within the winning members Life Rewards account. The winning prizes, which will be deposited into the winning members account, can be used to purchase discounted big brand eGift Cards, Cinema eVouchers, restaurant eGift Cards and a range of items available in the Life Rewards eShop (available to tiers 3, 4 and Life Member only).	

	Standard Life Rewards terms and conditions apply. Individual retailer cart lin and transaction limits apply as per standard individual retailer terms and conditions.			
	Value	Quantity		
	\$10k	1		
	\$5k	2		
	\$1k	10		
	\$500	40		
	This prize/s is not transfe	rrable and is not redeemal	ble for cash.	
Total number of prizes	53. Individual quantities are outlined below:			
	Value	Quantity		
	\$10k	1		
	\$5k	2		
	\$1k	10		
	\$500	40		
	The first valid winning draw will win \$10,000 AUD with the subsequent prizes to be drawn in order from \$5,000 down to \$500.			
Total prize value	Total prize pool (inc GST): \$50,000 AUD			
Entry	To enter, a Life Rewards Member must fill out the entry form via <u>https://liferewards.bupa.com.au/competitions/</u> , accept the terms and condition and click 'send' to submit a successful entry (Entry Criteria).			
	Promoter's database. The	received at the time they Promoter accepts no res bmitted, delayed, illegible,	ponsibility for late, lost,	

	1
	entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, technical disruptions, network congestion, communications failure or otherwise. The Promoter is not liable for any consequences of user error including, without limitation, costs incurred. The Promoter reserves the right to extend the Promotion.
	Any dispute as to whether an entry has been received will be determined by the Promoter and the Promoter's decision will be final in this respect. Incomprehensible and incomplete entries will be deemed invalid
	Subject to expressly opting out, entrants will be automatically entered when they meet the Entry Criteria during the Promotion Period.
	Entrants who have entered in the Promotion but no longer wish to participate, may email <u>contact@liferewards.bupa.com.au</u> to be removed from the Promotion.
	Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to update their personal details by logging into Life Rewards and clicking on the 'member profile' icon, followed by 'personal details' and ensuring that all fields are complete. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to update these details prior to the end of the promotional period. A request to access or modify any information provided in an entry must be directed by email to contact@liferewards.bupa.com.au
Maximum number of entries	There is a limit of 1 (one) entry per entrant for the duration of the competition promotional period.
Prize draw	The competition is a game of chance, and the selection of the prize winner/s will be by random draw from all entrants who have completed their entry in accordance with these terms and conditions.
	A random prize draw will occur at 11:00am AEST on 09/05/2024 in the presence of an independent scrutineer.
	Location of draw: Trade Promotions and Lotteries Pty Ltd Level 2 11 York Street Sydney NSW 2000
Notification of winners	The winner will be notified via email & phone no later than close of business on 10/05/2024
Public	The winners of all prizes will be published here:
announcement of winners	https://liferewards.bupa.com.au/competitions/ on the 10/05/2024
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Unclaimed prize draw	If a prize/s remains unclaimed by close of business on 7/06/2024, a second random prize draw will occur at 11:00am AEST on 10/06/2024 in the presence of an independent scrutineer (if required).  Location of draw: Trade Promotions and Lotteries Pty Ltd Level 2 11 York Street Sydney NSW 2000  The draw will be performed electronically using https://www.randomdraws.com/au/ The winner/s of this unclaimed prize/s draw will be notified via email & phone no later than 14/06/2024.  The winners of all unclaimed prizes will be published here: <a href="https://liferewards.bupa.com.au/competitions/">https://liferewards.bupa.com.au/competitions/</a> on the 14/06/2024	
Permit reference	NSW Authority No. TP/03254 ACT Permit No. TP 24/00204 SA Permit No. T24/169	
Privacy	The information contained in an entrant's entry will be handled in accordance with the EonX Privacy Policy <u>here</u> . The personal information collected as part of the entry is collected to enable identification of the winner and for future marketing and promotional purposes by EonX and Bupa. An entrant's personal information will not otherwise be disclosed to third parties	
Limitation of Liability	Neither the Promoter nor Bupa makes any representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. To the extent permitted by law, neither the Promoter nor Bupa are liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter, Bupa or their respective employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or Bupa or their respective employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.	
General	If this Competition 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: a. to disqualify any entrant; or b. subject to any written directions from a regulatory authority, to modify,	

suspend, terminate or cancel the Competition, as the Promoter considers appropriate.	

## **Terms & Conditions of entry**

- Information on how to enter and prize details form part of these terms & conditions (Terms of entry). The Terms of entry must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms of entry and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
- 2. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Entry Criteria. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the competition permit providers TPAL (Trade Promotions and Lotteries Pty Ltd) are ineligible to enter. Immediate family means any of the following: spouse, ex-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. The Promotion will be conducted during the Promotion period.
- 4. The Prize/s are specified in the Details of prizes section of the Schedule.
- 5. The total prize pool is specified in the Total prize value section of the Schedule.
- 6. Any prize is valued in Australian dollars (\$AUD) unless expressly stated to the contrary.
- 7. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
- The entrants must follow the Entry Criteria during the Promotion period to enter the Promotion.
   Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
- 9. The time of entry will be deemed to be the time the entry is received by the Promoter.
- 10. Entrants may submit up to the Maximum number of entries (if applicable).
- 11. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible, or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any

reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.

- 12. The prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. The Promoter may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the promoter will then continue this process until the prize is awarded.
- 13. The winner does not need to be present at the draw unless expressly stated to the contrary.
- 14. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
- 15. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details associated with Life Rewards Account. Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to update their personal details by logging into Life Rewards and clicking on the 'member profile' icon, followed by 'personal details' and ensuring that all fields are complete. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to update these details prior to the end of the promotional period. A request to access or modify any information provided in an entry must be directed to the Promoter by email at contact@liferewards.bupa.com.au
- 16. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the 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.
- 17. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).
- 18. If the prize(s) has not been claimed by the Unclaimed prize draw time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw in accordance with the Notification of unclaimed prize draw section of the Schedule, and if applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize draw will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize draw. If a prize is no longer available the promoter may substitute with a prize of higher or equal value subject to any written directions

from a regulatory authority. The promoter is not allowed to deduct any administrative costs associated with provision of the prize.

- 19. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
- 20. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
- 21. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
- 22. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
- 23. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

- 24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
- 25. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
- 26. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
- 27. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
- 28. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (Cth) and Australian Privacy Principles.
- 29. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.

30. Facebook, YouTube, Instagram, TikTok, or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok, or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok, or Snapchat.