

2013 ahm Health Insurance Fashion Exchange photo competition Terms & Conditions

1. The Promotion is being conducted by Medibank Private Limited ABN 47 080 890 259 of level 17, 700 Collins Street, Docklands, Victoria 3008 ("Promoter").

2. The Promotion is subject to and governed by these Terms and Conditions.

Information on prizes and how to apply to enter the promotion form part of these Terms and Conditions. Participation in the promotion (including but not limited to lodging entries on Instagram or Twitter for the Promotion) is deemed to constitute:

- acknowledgement and acceptance of these Terms and Conditions; and
- consent to be named in material or documents in connection with the Promotion published by the Promoter or any of its related parties.

Entry into the Promotion is subject to any additional terms and conditions of Instagram or Twitter and is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter. Any information provided as part of entering this promotion is being provided to the Promoter.

3. The entry period for the Promotion commences at 10.00am AEST on 26th October 2013 and ends at 5.00pm AEST on 30th November 2013. ("Entry Period").

4. Entry is open only to Australian citizens aged 18 years or over (excluding employees or contractors of the Promoter, its affiliates and agencies associated with the Promotion, any person otherwise involved with the conduct of the Promotion, and any spouse or immediate family members of such employees or persons, who are ineligible to enter) who complete and lodge an entry form in accordance with these Terms and Conditions ("Eligible Entrants").

5. To enter, Eligible Entrants must:

- a. Take a photo of you at the event
- b. Post the images to Instagram or Twitter using the hashtag #fashionexchange
- c. The most creative image as judged by the ahm Health Insurance Marketing Team will win a \$500.00 Visa Gift Card.

Inspiration for images is as follows:

- Something you would never wear
- Your favourite find
- Clothes, you and an ahm health insurance logo
- Shot of the ahm Fashion Exchange
- Something you'd wear on a first date

Entrants can enter as many times as they like. Entrant's profiles must be set to 'public' for entries to be received.

6. The Promoter reserves the right not to accept entries that are not completed in accordance with these Terms and Conditions, and reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, citizenship and place of residence). Where any aspect of the Promotion or any entry is affected by sabotage, theft, fraud or mistake, or where an entry does not comply with these Terms and Conditions, the Promoter may at any time in its sole and absolute discretion declare that a person is or is not an eligible entrant or may declare that an entry is or is not eligible, and may elect to award or cancel the awarding of the Prize (as the case may be). Entries will not be accepted if lost, stolen, forged, damaged, sabotaged or tampered with in any way, or if incomplete, indecipherable or illegible, or answered incorrectly.

7. The - prize winner of the Promotion will be chosen as having submitted the most creative image as judged by the ahm panel of experts (comprised of employees of Medibank Private Ltd.).

by 5.00pm on 30 November 2013 and will be judged by the Promoter in its sole and absolute discretion ("Prize Winner"). This is a competition of skill, in determining the

Prize Winner of the Promotion, Eligible Entrants will be judged on how creative their image is.

8. The Prize Winner will receive each of:

one VISA gift card valued at \$500.00 AUD. The - Prize is subject to separate terms and conditions. For - Prize terms and conditions visit <http://auspost.com.au/finance-insurance/terms-and-conditions-visa-prepaid-cards.html>. The total prize pool for the Prize is \$500.00AUD.

10. The winner of the Promotion will be notified by personal message on Twitter and comment on winning image on Instagram within 3 days of the winners being determined and will be notified in writing. In order to claim the Prize, the winner is required to provide their email address and postal address within 28 days of being notified of winning the competition. The Prize will be delivered by registered post to the winner's Australian postal address within 28 days of winners being determined (unless the Promoter determines otherwise in its sole and absolute discretion, subject to any written directions from the Lottery Department). Any postage and handling charges will be paid by the Promoter.

11. The Promoter's decision is final and no correspondence will be entered into concerning the granting of the Prize or any other aspect of the Promotion. If there is a dispute as to any matter in connection with the Promotion (including but not limited to the identity of an entrant), the Promoter reserves the right, in its sole and absolute discretion, to resolve such dispute (including but not limited to by verifying the identity of the entrant).

12. If for any reason a winner does not take their Prize or an element of the Prize by the time stipulated by the Promoter (28 days after being notified of winning the Competition), then the Prize or that element of the Prize will be forfeited.

13. If the Prize or a component of the Prize is not available for any reason, the Promoter in its sole and absolute discretion reserves the right to substitute it with a prize to the equal value and/or specification, and the winner will be notified accordingly, subject to any written directions from the Lottery Department.

14. The Promoter may conduct such further judging as is necessary in order to distribute a prize if a prize has not been claimed by 9.00am AEST on 28 December 2013 (including but not limited to where the Promoter has been unable to contact the entrant by Instagram, Twitter, mail or telephone), subject to any written directions from any relevant government department, agency, commission, office or other authority responsible from time to time for administration and regulation of lotteries, promotions, games and other competitions ("Lottery Department"). If a prize has not been claimed by that time and date, that unclaimed prize will be deemed to have been forfeited and the second most creative entrant (as determined by the Promoter in its sole and absolute discretion) will be declared the Winner.

15. Prizes are not transferable or exchangeable. Vouchers and gift cards cannot be taken as cash (unless the Promoter determines otherwise in its sole and absolute discretion).

16. To the extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever which is suffered by any person (including but not limited to indirect or consequential loss, and loss or damage suffered as a result of breach of copyright or infringement of third party intellectual property rights) or for personal injury or death which is suffered or sustained by any person in connection with the conduct of the Promotion, redeeming any Prize and/or using any Prize. The Promoter does not take any responsibility for any Prize being lost, stolen, forged, damaged, destroyed or tampered with in any way at any time including but not limited to during transit or delivery.

17. In the case of a force majeure event (including but not limited to war, terrorism, state of emergency or disaster), the Promoter reserves the right (in its absolute discretion) to cancel, terminate, modify or suspend the Promotion, subject to any written directions from the Lottery Department.

18. The Promoter reserves the right to waive any of the conditions set out in these Terms and Conditions in its absolute discretion, subject to any written directions from the Lottery Department. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

19. All entries (including any supporting material) become the property of the Promoter and will not be returned to entrants. The Promoter will collect, use, and disclose the personal information of entrants for the purpose of conducting the Promotion, including announcing and publishing the Prize winners' names and disclosing winners' details to the Lottery Department where required, and in the manner specified in the Promoter's Privacy Policy for the purpose of:

- conducting the Promotion, including publishing the winner's name and State of residence and making disclosure to the Lottery Department where required;
- publishing the names of Prize winners in various media, documents or materials in connection with the Promotion, including but not limited to local, state-wide and national newspapers, on the Promoter's website, or on internal communications to the Promoter's employees, agents, affiliates and related parties; and
- in connection with any events or appearances or internal or external publications concerning the Promotion.

A request to access, update or correct any personal information should be directed to the Promoter at its address set out in item 1 above. A copy of Medibank Private's Privacy Policy is available at all Medibank stores, by calling 132 331 or online at medibank.com.au. Entry into the Promotion is deemed to constitute provision by the entrant of consent to the Promoter to collect, use, disclose and store personal information in the manner outlined in these Terms and Conditions and in the manner outlined in Medibank Private's Privacy Policy.