## **Terms & Conditions**

# Latrobe Health Services "Up to 12 Weeks Free 2025" Promotion

#### Introduction

- These terms and conditions apply to the Latrobe Health Services "Up to 12 Weeks Free 2025" promotion ("Promotion"). By participating in the Promotion and meeting the criteria in clause 4, you agree to accept and be bound by these terms and conditions, and an agreement is formed between you and Latrobe Health Services.
- 2. Latrobe Health Services is offering 12 weeks free over two years (being four weeks free at six months of membership, four weeks free at 12 months of membership and four weeks free at 24 months of membership) ("together, the Reward") for Latrobe Health Services Hospital and Extras combined cover ("Eligible Product") if you meet the eligibility criteria in clauses 4, 6, 8 and 10 (each, an "Eligible Person").
- 3. The Promotion is offered by Latrobe Health Services Limited ABN 94 137 187 010 of 32-34 Darlimurla, Newborough VIC 3825 ("Latrobe Health Services").
- 4. This Promotion is only open to people who:
  - a. reside in Australia;
  - b. are 18 years or over;
  - have not held (active or suspended), or applied for, a health insurance policy with Latrobe Health Services either directly with Latrobe Health Services or through one of our aggregator partners in the last 60 days;
  - d. are not joining Latrobe Health Services on a corporate discount;
  - e. have provided valid membership details; and
  - f. are not a director, officer, management or employee of Latrobe Health Services or its related entities and must not have any immediate family members who are employees of Latrobe Health Services or its related entities. Immediate family means spouse, de facto spouse, child or stepchild (whether natural or by adoption), parent or stepparent, brother, sister, step brother or step sister.

#### **Promotion**

5. The Promotion commences at 12:00am (AEDT) on 4 February 2025 and closes at 11:59pm (AEST) on 30 April 2025 ("Promotion Period").

#### Four weeks free at six months of membership

- 6. To be eligible to receive the first four weeks free, you must meet the eligibility criteria in clause 4, and:
  - a. during the Promotion Period:
    - i. join any Eligible Product as a new member through the Latrobe Health Services website, branch, Member Experience Hub, or via the Latrobe Health Services call centre (1300 362 144) ("Eligible Policy");
    - ii. provide valid and true details on your Latrobe Health Services membership application;
    - iii. set up a direct debit upon joining Latrobe Health Services;
  - b. commence the Eligible Policy before 11:59pm (AEST) on 14 May 2025; and

- c. maintain your direct debit, be up-to-date with premium payments and hold your Eligible Policy for six months as an active member (ie. no suspensions in place) from your policy start date.
- 7. When an Eligible Person has met the criteria in clauses 4 and 6, Latrobe Health Services will apply a four week extension to the Eligible Person's paid to date for their Eligible Policy.

### Four weeks free at 12 months of membership

- 8. To be eligible to receive the second four weeks free, you must meet the criteria in clauses 4 and 6 and:
  - a. have continuously maintained a direct debit;
  - b. have continuously maintained 12 months of membership on an Eligible Policy;
  - c. be an active member (ie. no suspensions in place); and
  - d. be up to date in your premium payments at the end of the 12 month period.
- 9. When an Eligible Person has met the criteria in clauses 4, 6 and 8, Latrobe Health Services will apply a second four week extension to the Eligible Person's paid to date for their Eligible Policy.

#### Four weeks free at 24 months of membership

- 10. To be eligible to receive the third four weeks free, you must meet the criteria in clauses 4, 6 and 8 and:
  - a. have continuously maintained a direct debit;
  - b. have continuously maintained 24 months of membership on an Eligible Policy;
  - c. be an active member (ie. no suspensions in place); and
  - d. be up to date in your premium payments at the end of the 24 month period.
- 11. When an Eligible Person has met the criteria in clauses 4, 6, 8 and 10, Latrobe Health Services will apply a third four week extension to the Eligible Person's paid to date for their Eligible Policy.
- 12. Latrobe Health Services may take up to 14 days to process each four week extension from the date the Eligible Person becomes eligible for the relevant four weeks free offer. The Eligible Person's direct debit dates will remain the same.
- 13. If an Eligible Person switches to a policy that is not an Eligible Policy during the periods specified in clauses 6, 8 and 10, the Eligible Person will no longer be eligible for the relevant four weeks free offer.
- 14. Subject to the Australian Consumer Law, if an Eligible Person discontinues their Eligible Policy, Latrobe Health Services will not provide a refund for any unused Reward, and the Eligible Person will forfeit the remainder of the Reward.

#### **General terms**

- 15. The Reward is not available in conjunction with any other offer or promotion.
- 16. Latrobe Health Services reserves the right to end, change or extend this offer at any time for a reason beyond its reasonable control, in which case Latrobe Health Services will provide you with reasonable notice.
- 17. Yearly limits, waiting periods, fund and policy rules apply to the Eligible Policy.
- 18. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the application of any provision, the exercise of any right or remedy, or the

- imposition of any liability under the Australian Consumer Law, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia, the exclusion of which would contravene that law or cause any term of this agreement to be void ("Non-Excludable Obligations").
- 19. Except for any liability that cannot be excluded by law, including the Non-Excludable Obligations, Latrobe Health Services (including its officers, employees and agents) excludes all liability, for any indirect or consequential loss or damage that you may suffer in connection with this Promotion, including loss of opportunity, loss of profit, personal injury or property damage.
- 20. If the Reward is not available due to circumstances beyond Latrobe Health Services' reasonable control, Latrobe Health Services may substitute the Reward with another similar reward determined by Latrobe Health to be of equal or higher value.
- 21. Any failure by Latrobe Health Services to enforce its rights under these terms and conditions at any stage does not constitute a waiver of those rights.
- 22. Latrobe Health Services collects personal information for the purpose of conducting and promoting this Promotion. By participating in this Promotion, you consent to the storage and use of your personal information by Latrobe Health Services in accordance with its Privacy Policy. If your personal information is not provided to Latrobe Health Services, you may not participate in this Promotion. Latrobe Health Services' Privacy Policy is available at <a href="http://www.latrobehealth.com.au/privacy-policy">http://www.latrobehealth.com.au/privacy-policy</a>. The Privacy Policy includes information about the types of personal information we collect, how we handle your personal information, how you can access or correct your personal information, how to make a privacy complaint for a breach of Australian privacy law, and how we deal with such complaints.
- 23. If any term, or part of a term, within these terms and conditions is found to be invalid or unenforceable, it may be severed from these terms and conditions, and any remaining terms or parts of terms will continue in force.
- 24. The laws of Victoria apply to this Promotion. Eligible Persons submit to the non-exclusive jurisdiction of the Courts of Victoria.