

## Trilogy Care – Same Day Sign On Guarantee

### Terms & Conditions

#### 1. Consumer Rights.

- 1.1. Nothing in these Terms and Conditions limits your rights under the Australian Consumer Law, including rights to consumer guarantees that cannot be excluded.
- 1.2. These Terms and Conditions govern Trilogy Care’s “Same Day Sign On Guarantee” promotion. By making an enquiry under this promotion, you agree to be bound by these Terms and Conditions.

#### 2. Promotion Overview

- 2.1. The Operator is Trilogy Care Pty Ltd ABN 44 604 915 200 (“Trilogy”, “we”, “us”, “our”).
- 2.2. A valid enquiry must be submitted through our web site [www.trilogycare.com.au](http://www.trilogycare.com.au), phone number 1300 459 190 or email [sameday@trilogycare.com.au](mailto:sameday@trilogycare.com.au)
- 2.3. Trilogy guarantees that if you make a valid enquiry and provide the required documentation, we will issue you with a Client Services Agreement Proforma for consideration & review on the same business day. For an abundance of clarity, the Same Day Sign On Guarantee relates to engaging Trilogy as a Support at Home provider and does not relate to the commencement of aged care services within 24 hours (during business days).
- 2.4. Trilogy will arrange an assessment meeting within 24 hours (during business days) of receiving a valid enquiry and the required documentation. During this meeting, you will be provided with your Client Services Agreement for review and signing. The Aged Care Act 2024 (Cth) and the Australian Consumer Law provide for a 14-day cooling-off period after signing.
- 2.5. If Trilogy is unable to hold an Assessment meeting within 24 hours (on a business day) or is unable to issue the Client Services Agreement during the Assessment meeting, you will be entitled to receive a \$100 voucher, subject to these Terms and Conditions.
- 2.6. This promotion is offered Australia-wide and is subject to Trilogy’s service availability.

### 3. Eligibility

- 3.1. To be eligible, you must:
  - 3.1.1. hold a valid Home Care Package / Support at Home referral code issued by My Aged Care; and
  - 3.1.2. provide the Required Documentation outlined in clause 3.
  - 3.1.3. Individuals acting on behalf of the client (for example, an authorised representative, carer, or family member) are eligible to make an enquiry on the client's behalf.

### 4. Required Documentation

- 4.1. You must provide one of the following documents dated within the last 12 months, available on your My Aged Care Provider Portal record:
  - 4.1.1. a letter of eligibility and approval from the Secretary of the Australian Government Department of Health (or Delegate) confirming approval for a Home Care Package; OR
  - 4.1.2. a Support Plan issued by My Aged Care listing a Home Care Package (any level).
- 4.2. If the documentation in clause 3.1 is dated more than 12 months ago, you must also supply one of the following, dated within the last 12 months:
  - 4.2.1. a comprehensive Medical Health Summary and list of current medications from a suitably qualified medical practitioner; OR
  - 4.2.2. a comprehensive Hospital Discharge Summary from a public or private hospital in Australia.
- 4.3. If you do not provide the required documents at the time of enquiry, the “same day” timeframe will begin only once all required documentation is received by Trilogy.

## 5. Voucher Offer

- 5.1. If the Guarantee is triggered, you may choose one of the following vouchers:
  - 5.1.1. Cookaborough (meal delivery services); or
  - 5.1.2. Care Vicinity (care services); or
  - 5.1.3. Jim's Group (cleaning services); or
  - 5.1.4. any other voucher of equal value determined by Trilogy.
- 5.2. Vouchers will be delivered electronically to your nominated email address within 14 calendar days.
- 5.3. Vouchers are not redeemable for cash, not transferable and will not be reissued if lost, stolen, or deleted.
- 5.4. Trilogy is not responsible for any terms, conditions, or restrictions imposed by third-party voucher providers or the delivery of the final chosen voucher service.

## 6. Variation, Suspension, and Termination

- 6.1. Trilogy may vary, suspend or terminate this promotion at any time.
- 6.2. Any enquiry submitted before the date of change will be honoured under the Terms and Conditions in place at the time of enquiry ("grandfathered").

## 7. Exclusions and Limitations

- 7.1. Trilogy is not responsible for:
  - 7.1.1. delays or failures caused by internet, email, or system outages;
  - 7.1.2. incorrect or incomplete information provided by you;
  - 7.1.3. any delay in you signing and returning the Client Services Agreement; or
  - 7.1.4. acts beyond Trilogy's reasonable control.
- 7.2. Trilogy's liability is limited to the extent permitted by law. Nothing in these Terms excludes or limits Trilogy's obligations under the Australian Consumer Law.

## 8. Privacy and Consent

- 8.1. Trilogy collects and handles your personal information in accordance with the **Privacy Act 1988 (Cth)**, the **Aged Care Act 2024 (Cth)**, and Trilogy's Privacy Policy available at <https://trilogycare.com.au/privacy>.
- 8.2. By making an enquiry, you consent to Trilogy:
  - 8.2.1. collecting, storing, and using your personal and health information to assess eligibility, prepare the Client Services Agreement, and administer this promotion;
  - 8.2.2. accessing and using information held about you in the My Aged Care Provider Portal for the purpose of delivering aged care services;
  - 8.2.3. disclosing information to authorised representatives you nominate, relevant health professionals, and government agencies where required by law; and
  - 8.2.4. contacting you by email, phone, or mail in relation to the promotion and aged care services.
- 8.3. You may withdraw your consent or request access to your personal information by contacting Trilogy using the details in our Privacy Policy.

## 9. Complaints and Disputes

- 9.1. Any complaints or disputes in relation to this promotion will be handled under Trilogy Care's standard complaints process.
- 9.2. Contact details for the complaints process are available on Trilogy Care's website.

## 10. 12. Governing Law

- 10.1. These Terms and Conditions are governed by the laws of Queensland, Australia.
- 10.2. You agree to submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.