

## Xmas Light Trail Competition – Decorators

### Terms and Conditions

#### Competition

1. The “**Xmas Light Trail Competition – Decorators**” competition (**the Competition**) is a competition run by Electricity Generation and Retail Corporation (trading as Synergy) (ABN 58 673 830 106) (**Synergy**) on and subject to these terms and conditions (**Terms**).

#### Eligibility

2. To be eligible to enter the Competition, you must be 18 years of age or over and a named Synergy account holder prior to the commencement of the Competition (**Eligible Participant**). You must also meet any eligibility criteria for the individual awards as set out below.

#### Competition period

3. The Competition Period commences at 9:00am (WST) on Sunday 1<sup>st</sup> November 2020 and ends 11:59pm (WST) Sunday the 13th December 2020 (**Competition Period**), unless otherwise specified in these Terms, for entries to be eligible for each award category below:
  - a. People Choice Award - Best Lights Display
  - b. People Choice Award - Best Regional Lights Display
  - c. People Choice Award - Best House North of the River
  - d. People Choice Award - Best House South of the River
  - e. Best Solar Light Display Award
4. An entry is deemed to be received at the time it is received by Synergy and not at the time of submission by the Eligible Participant. Entries must be received by Synergy by the end of the Competition Period as specified above. Entries received after the specified time as determined by Synergy, in its sole discretion, will automatically be deemed as invalid.

#### Entry and nominations

5. To enter the Competition, Eligible Participants must complete and publish the decorator profile form online at [www.xmaslightstrail.com.au](http://www.xmaslightstrail.com.au). All decorator profiles will be reviewed by Synergy and those adhering to the ‘decorator rules’ (determined in Synergy’s sole discretion) may be approved within three business days of Synergy receiving them. If you have not been notified that your entry has been approved, then your entry will be deemed to be not approved unless otherwise determined by Synergy in its sole discretion.
6. By entering the Competition, Eligible Participants consent to:
  - a. photographs and/or videos of their Christmas lights and their address being published on the Synergy Xmas Lights Trail website and Synergy Facebook pages including SynergyWA and Synergy Xmas Lights Trail; and
  - b. being contacted by Synergy, or its representatives, in respect of your participation in the Competition, including for promotional and market research purposes.
7. By entering the Competition, your details may also be passed onto our media partners and may feature in media stories (TV, Radio, Print, and Digital) in relation to the Competition.

#### Prize

8. The total prize pool of the Competition is \$8,000 (GST inc) which consists of seven (7) prizes to be awarded to seven (7) individual Eligible Participants across the five (5) award categories as set in paragraphs 9 to 13.
9. **People Choice Award – Best Lights Display**
  - a. The People Choice Award – Best Lights Display consists of three (3) prizes with a total value of \$4000 (GST inc). The prizes are Synergy account credits: one (1) of \$2500, one (1) of \$1000

and one (1) of \$500 each to be awarded to an individual Eligible Participant in accordance with item 9(a) to 9(d).

- b. The winners of the People Choice Award – Best Lights Display prizes will be determined based on the number of votes received on all Eligible Participants profiles on the Synergy Xmas Lights Trail website during the Competition Period. The three Eligible Participants profiles with the highest number of votes as at 11:59pm (WST) on Sunday 13<sup>th</sup> December 2020 will be awarded the People Choice Award – Best Lights Display prize, with the \$2500 account credit prize being awarded to the Eligible Participant's profile with the highest number of votes. The \$1000 account credit prize being awarded to the Eligible Participant's profile with the second highest number of votes and with the \$500 account credit prize being awarded to the Eligible Participant's profile with the third highest number of votes.
- c. Votes are cast by the general public during the Competition Period.
- d. In the unlikely situation of a tie in the number of votes between Eligible Participants for any of the prizes forming part of the People Choice Award – Best Lights Display the prize for which Eligible Participants are tied will be combined with the next value prize and shared equally between those Eligible Participants. For example, if there are two Eligible Participants with equal highest votes then the prize for each will be a \$1500 account credit, being \$2500 + \$500/2 with one less runner up prize awarded. If there is a tie in the number of votes between Eligible Participants for the \$500 account credit prize, this prize will be shared equally between them.
- e. The winner will be determined by Synergy no later than 11:59pm (WST) on Thursday 17 December 2020, and may be published or announced earlier. Synergy reserves the right to announce the winner by any forum and at a date and time decided by Synergy in its sole discretion.

#### 10. People Choice Award - Best Regional Lights Display

- a. The People Choice Award - Best Regional Lights Display consists of one prize with a total value of \$1000 (GST inc). The prize is a \$1000 Synergy account credit.
- b. To be eligible to win this prize the Eligible Participant's property with the display must be located within one of the six nominated regions within the SWIS (Mid-West, Wheat Belt, Goldfields / Esperance, Great Southern, South West or Peel).
- c. The winner of the Best Regional Lights Display prize will be determined based on the number of votes received on Eligible Participants' profiles on the Synergy Xmas Lights Trail website during the Competition Period. The Eligible Participant's profile that meets the criteria in item 10(b) with the highest number of votes as at 11:59pm (WST) on Sunday 13 December 2020 will be awarded the People Choice Award - Best Regional Lights Display prize.
- d. In the unlikely situation of a tie in the equal highest number of votes between Eligible Participants, the \$1000 Synergy account credit will be shared equally between the Eligible Participants with the equal highest number of votes. For example, if there are two Eligible Participants with equal highest votes then the prize for each will be a \$500 account credit, being \$1,000 / 2.
- e. Votes are cast by the general public during the Competition Period.
- f. Regions are defined by *Regional Development Commissions Act 1993* (WA).
- g. The winner will be determined by Synergy no later than 11:59pm (WST) on Thursday 17 December 2020, and may be published or announced earlier. Synergy reserves the right to announce the winner by any forum and at a date and time decided by Synergy in its sole discretion.

#### 11. People Choice Award - Best House North of the River

- a. The People Choice Award - Best House North of the River consists of one prize with a total value of \$1000 (GST inc). The prize is a \$1000 Synergy account credit.
- b. To be eligible to win this prize the Eligible Participant's property with the display must be located within one of the following postcodes 6000; 6003; 6004; 6005; 6006; 6007; 6008; 6009; 6010; 6011; 6012; 6014; 6015; 6016; 6017; 6018; 6019; 6020; 6021; 6022; 6023; 6024; 6025; 6026; 6027; 6028; 6029; 6030; 6031; 6032; 6033; 6034; 6035; 6036; 6037; 6038; 6050; 6051; 6052; 6053; 6054; 6055; 6060; 6061; 6062; 6063; 6064; 6066; 6067; 6068; 6069; 6077; 6078; 6084; 6090; 6159; 6831; 6832; 6837; 6838; 6839; 6840; 6841; 6842; 6843; 6844; 6845; 6846; 6847; 6848; 6849; 6850; 6865; 6872; 6892; 6901; 6902; 6903; 6904; 6905; 6906; 6907; 6909; 6910; 6911; 6912; 6913; 6914; 6915; 6916; 6917; 6918; 6919; 6920; 6921; 6922; 6923; 6924; 6929; 6931; 6932; 6933; 6934; 6935; 6939; 6941; 6942; 6943; 6944; 6945; 6946; 6947.
- c. The winner of the People Choice Award - Best House North of the River prize will be determined based on the number of votes received on Eligible Participants' profiles on the Synergy Xmas Lights Trail website during the Competition Period. The Eligible Participant's profile that meets the criteria in item 11(b) with the highest number of votes as at 11:59pm (WST) on Sunday 13 December 2020 will be cast the People Choice Award - Best House North of the River prize.
- d. In the unlikely situation of a tie in the number of votes between Eligible Participants, the \$1000 Synergy account credit will be shared equally between the Eligible Participants with the equal highest number of votes. For example, if there are two Eligible Participants with equal highest votes then the prize for each will be a \$500 account credit, being \$1,000 / 2.
- e. Votes are cast by the general public during the Competition Period.
- f. The winner will be determined by Synergy no later than 11:59pm (WST) on Thursday 17 December 2020, and may be published or announced earlier. Synergy reserves the right to announce the winner by any forum and at a date and time decided by Synergy in its sole discretion.

## 12. People Choice Award - Best House South of the River

- a. The People Choice Award - Best House South of the River consists of one prize with a total value of \$1000 (GST inc). The prize is a \$1000 Synergy account credit.
- b. To be eligible to win this prize the Eligible Participant's property with the display must be located within one of the following postcodes 6057; 6058; 6059; 6100; 6101; 6102; 6103; 6104; 6105; 6106; 6107; 6108; 6109; 6110; 6111; 6112; 6147; 6148; 6149; 6150; 6151; 6152; 6153; 6154; 6155; 6156; 6157; 6158; 6160; 6162; 6163; 6164; 6166; 6926; 6951; 6952; 6953; 6954; 6955; 6956; 6958; 6959; 6960; 6961; 6963; 6964; 6965; 6970; 6979; 6981; 6982; 6983; 6984; 6985; 6986; 6987; 6988; 6989; 6990; 6991; 6992; 6997.
- c. The winner of the People Choice Award - Best House South of the River prize will be determined based on the number of votes received on Eligible Participants' profiles on the Synergy Xmas Lights Trail website during the Competition Period. The Eligible Participant's profile that meets the criteria in item 12(b) with the highest number of votes as at 11:59pm (WST) on Sunday 13 December 2020 [unnecessary: this is in (b) which you've referenced already] will be awarded the People Choice Award - Best House South of the River prize.
- d. In the unlikely situation of a tie in the number of equal highest votes between Eligible Participants, the \$1000 Synergy account credit will be shared equally between the Eligible Participants with the equal highest number of votes. For example, if there are two Eligible Participants with equal highest votes then the prize for each will be a \$500 account credit, being \$1,000 / 2.
- e. Votes are cast by the general public during the Competition Period.

- f. The winner will be determined by Synergy no later than 11:59pm (WST) on Thursday 17 December 2020, and may be published or announced on TV earlier. Synergy reserves the right to announce the winner by any forum and at a date and time decided by Synergy in its sole discretion.

### 13. Best Solar Light Display Award

- a. The Best Solar Lights Display Award consists of one prize with a total value of \$1000 (GST inc). The prize is a \$1000 Synergy account credit.
- b. Eligible Participants must opt into this category when completing their decorator profile on the Synergy Xmas Lights Trail website. An Eligible Participant may only opt into this category if 100% of their external light display is powered by solar power.
- c. The winner of the Best Solar Light Display will be determined based on the number of votes received on Eligible Participants' profiles on the Synergy Xmas Lights Trail website that have opted into the 'Best Solar Lights Display' category during the Competition Period. The five (5) Eligible Participants profiles that meet the criteria in item 13(b) with the highest number of votes received in this category as at 11:59pm (WST) Sunday 13 December 2020 will be deemed finalists for this category (**Solar Finalists**). Synergy reserves the right to audit the eligibility of the Solar Finalists before or after the winner has been selected. Synergy will select in its sole discretion a Solar Finalist as the winner of the Best Solar Lights Display Award prize. If all of the Solar Finalists are deemed ineligible for the prize, then, subject to these terms and conditions, Synergy reserves the right to alter the judging criteria for this category in order to determine a winner or, if it cannot, to appoint a winner.
- d. Votes are cast by the general public during the Competition Period.
- e. Synergy reserves the right to conduct an onsite inspection as part of the audit process, which it may undertake in its sole discretion, to establish eligibility prior to selecting the winner.
- f. The winner must be able to prove that 100% of their external light display is powered by solar power. Other non-light decorations (such as inflatable characters) may be powered by non-renewable sources.
- g. If the winner has a solar and battery system installed in their home they must be able to prove that they can run the lights of their display daily from 6:00pm to 10:00pm (WST), when requested by Synergy.
- h. The winner will be determined by Synergy no later than 11:59pm (WST) on Thursday 17 December 2020, and may be announced or published on TV on Thursday 17 earlier. Synergy reserves the right to announce the winner by any forum and a date and time decided by Synergy in its sole discretion.

### CONDITIONS APPLICABLE TO ALL ELIGIBLE PARTICIPANTS AND ALL AWARD CATEGORIES

- 14. Synergy, in its sole discretion, reserves the right to disqualify entries that are not in the spirit of the Competition.
- 15. Synergy will on occasion audit the votes logged against individual decorator profile, and at its sole discretion adjust the number of votes any Eligible Participant may have, which may affect the final outcome of the Competition.
- 16. Unless otherwise stated, all winners will be notified on Thursday 17 December 2020 via phone or email by a Synergy authorised representative. Winners will have 48hours to accept their prize or the prize will be forfeited. A winner is deemed to have responded when Synergy receives their response.
- 17. To the maximum extent permitted by law, Synergy's decisions in respect of the Competition is final and no correspondence will be entered into in relation to any dispute or other matter arising in relation to the Competition.
- 18. Winners details will be published on the Synergy and Synergy Xmas Lights Trail website and Facebook and Instagram pages, used in promotional purpose and by media partners.

19. Eligible Participants are only eligible to win a maximum of one prize in the Competition. In the instance that an Eligible Participant is determined to be the winner in more than one award category making them eligible to win more than one prize, the Eligible Participant will be awarded the prize of the greatest value and will not be eligible to receive the other prize. In the instance that an Eligible Participant wins in two award categories of the same prize value they will be awarded the prize for the award category that appears first in the list in item 3 of these terms and conditions.
20. The prizes will be processed as a credit on each winner's electricity account for the relevant address with Synergy until the value of the prize has been reached. The winner will be required to pay for any amount outstanding in relation to the account after the value of the prize has been reached. For example, if the winner of the Best Solar Light Display award category has a bill in the amount of \$1200, and is awarded the \$1000 prize, the customer will have exhausted the value of the prize and will be required to pay the amount of \$200 that is outstanding in relation to their account.
21. Each prize will be applied as a credit to the relevant winner's Synergy account and cannot be cashed out (even if the account is in credit).
22. Each winner agrees to participate and co-operate as required by Synergy in editorial activities relating to the Competition, including but not limited to being interviewed by media outlets determined by Synergy for promotional purposes. Synergy may publish this information on its website, in newsletters, in newspapers and on social media, including on Facebook, Instagram and Twitter. Each winner agrees they will not, and will ensure that their companions do not, participate in editorial activities with any other media organisation without Synergy's prior consent.
23. The prizes must be taken "as offered" and cannot be transferred, exchanged or redeemed for cash. If the stated prize is unavailable for any reason, Synergy reserves the right to offer a substitute prize of equivalent value or specification or both.
24. Any additional products or services not included in the prize, but required by a winner, will need to be arranged and paid for by that winner.
25. By entering and participating in the Competition, Eligible Participants agree to hold harmless, defend and indemnify Synergy and Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to the Eligible Participant's participation in the Competition.
26. Eligible Participants acknowledge that the Competition is in no way sponsored, endorsed or administered by, or associated with Facebook.
27. Each Eligible Participant participating in the Competition consents to Synergy using his or her listing name, address and photograph/video of their Christmas lights in any media for promotional purposes related to the Competition. Synergy has the right to use such publicity materials in any medium and in any reasonable manner it sees fit.
28. Synergy accepts no responsibility for any late, lost, incomplete, misdirected, incorrectly submitted, delayed or ineligible entries, applications, claims or correspondence whether due to error, omission, alteration, tampering, theft, deletion, destruction, transmission, interruption, communications failure or otherwise. Synergy has no control over the postal system, internet, telecommunications networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
29. If for any reason any aspect of the Competition is not capable of running as planned, including by reason of infection by computer virus, telecommunications networks failure, bugs tampering, unauthorised intervention, fraud, technical failures, the effects of COVID-19 or any cause beyond the control of Synergy which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, or otherwise frustrates the conduct of the Competition, Synergy reserves the right to cancel, terminate, modify or suspend the Competition subject to the approval of Gaming and Wagering Commission (WA) or other relevant authorities, if and only to the extent required.
30. Neither Synergy nor its associated agencies and companies are liable to any winner or any other person in any way (including but not limited to liability for negligence) for any loss, expense, damage or injury which is suffered or sustained (whether or not arising from any negligence) in connection

with all or any of the promotion, the Competition or acceptance, transportation, delivery or use of the prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum liability allowable by law).

31. Any queries or complaints regarding the Competition and its Terms must be directed to Synergy.
32. Nothing in these Terms excludes, restricts or modifies the rights of any person or entity as a “consumer” under the Australian Consumer Law (or any other statutory rights) to the extent the law does not allow them to be excluded, restricted or modified.
33. All entries will be the property of Synergy. The information entrants provide will be used by Synergy for the purpose of and relating to conducting the Competition and otherwise in accordance with Synergy’s Privacy Policy and Collection of Information Statement (available at [synergy.net.au](http://synergy.net.au)). Without limitation, Synergy may disclose entrants’ personal information to relevant suppliers, contractors and agents for or in relation to any of those purposes and to State and Territory regulatory bodies and winners’ names may be published, as required, under the relevant legislation and as set out in these Terms. Synergy’s marketing activities are subject to the Australian Privacy Principles in the *Privacy Act 1988* (Cth).
34. Synergy in its sole discretion may cancel, terminate, modify or suspend the Competition, or invalidate any affected entries, subject to the approval of Gaming and Wagering Commission (WA) or other relevant authorities, if and only to the extent required.
35. These Terms are governed by and to be interpreted in accordance with the laws of Western Australia.