

## 2020 T&C's Updates

### **Synergy Xmas Lights Trail – Nominate Your Neighbour Competition**

#### **Terms and Conditions**

##### *Competition*

1. The “**Xmas Lights Trail – Nominate Your Neighbour Competition**” 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. Subject to clause 4, entry to the Competition is open to:
  - a. Western Australian residents who are current Synergy residential customers in the Perth metropolitan area prior to the commencement of the Competition;
  - b. who are 18 years of age or older; and
  - c. who are homeowners or who have the written consent of the homeowner,**(Eligible Participant)**.
3. A person may nominate themselves for entry to the Competition if they are an Eligible Participant or nominate someone else for entry to the Competition provided the nominee is an Eligible Participant.
4. Employees and agents of Synergy, or relatives of them, and any related bodies, are not eligible to enter the Competition and such entries will not be valid. For the avoidance of doubt, Employees and agents of Synergy, or relatives of them, and any related bodies:
  - a. are not Eligible Participants and so are unable to be nominated to enter, or nominate themselves for entry, into the Competition; but
  - b. may nominate an Eligible Participant for entry into the Competition.

##### *Competition Period*

5. The competition period commences at 9:00am (WST) on Thursday, 8 October 2020 and ends 11:59pm (WST) Tuesday, 10 November 2020 unless otherwise specified in, or varied in accordance with, these Terms (**Competition Period**).
6. An entry is deemed to be received at the time it is received by Synergy and not at the time of submission of the entry. Entries must be received by Synergy before 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*

7. To enter the Competition, the prescribed nomination form in respect of the Eligible Participant must be fully completed and submitted online at [www.xmaslightstrail.com.au](http://www.xmaslightstrail.com.au). Synergy must be provided with appropriate contact details and identification of both the Eligible Participant and, if relevant, the person nominating an Eligible Participant.
8. All nominations will be reviewed and verified by Synergy. Where a person nominates an Eligible Participant, Synergy will contact the nominated Eligible Participant to obtain their consent to these Terms.

9. All Eligible Participants must consent to Synergy using and publishing their name, address, nomination story and photography and/or videos of any Christmas lights installed at their premises in connection with the Competition in any media, including the Synergy Xmas Lights Trail website and Synergy Facebook profile pages (including "SynergyWA" and "Synergy Xmas Lights Trail"), for promotional purposes. Synergy has the right to use such publicity materials in any medium and in any reasonable manner it sees fit.
10. Subject to these Terms, an Eligible Participant the subject of a valid and complete nomination, received by Synergy within the Competition Period, will be deemed an entrant to the Competition (**Entrant**).

#### *Prize*

11. Synergy will select three Entrants as winners (each a **Winner**) in its sole discretion by no later than 11:59pm (WST) on Tuesday, 19 November 2020, or at such later time it may decide in its sole discretion.
12. Each winner will be entitled to one Prize, as defined in paragraph 13.
13. The Prize means:
  - a. the temporary installation of Christmas lights and decorations at the Winner's relevant home premises from 23 November 2020 up to 8 January 2021; and
  - b. payment of the Winner's Synergy electricity consumption (in relation to the Winner's relevant home premises) for a period of three months, commencing from the date the Entrant is notified they are a Winner and accept the Prize.
14. The Prize must be taken "as offered" and cannot be varied, extended, transferred or exchanged for cash.
15. For the avoidance of doubt, the lights and decorations installed at a Winner's premises as part of the Prize remain at all times the property of Synergy and will be removed by Synergy by 8 January 2021.
16. The estimated total prize pool for the Competition is \$24,000 (GST inc), consisting of three Prizes to be awarded to three Winners.
17. Each Winner agrees that their details may be passed onto Synergy's media partners and may feature in media stories (TV, Radio, Print, and Digital) throughout the period from 23 November 2020 to 31 December 2019. Each Winner agrees that their details may also be passed onto installation companies and electricians as required.
18. Winners will be officially notified no later than Wednesday, 25 November 2020 via phone, in person visit or email by a Synergy authorised representative. A Winner will forfeit the Prize if the Winner does not respond within one business day confirming acceptance of the Prize.
19. If a Winner forfeits the Prize it may be awarded to another Entrant selected by Synergy in its sole discretion.
20. Synergy reserves the right to audit the eligibility and suitability of each Winner before and/or after the Winner has been selected and notified, including conducting an electrical audit of the relevant property. If a Winner is deemed ineligible by Synergy for the Prize (in its sole discretion), then, subject to these Terms, Synergy reserves the right to choose another Winner in its sole discretion, or not appoint a Winner.
21. To the maximum extent permitted by law, Synergy's decision regarding the delivery of the Prize, determination of eligible entries and Winners, and the conduct 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.

22. 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.

*Winners' obligations*

23. Winners are required to be available between 23 November 2020 to 27 November 2020 for installation of the Christmas lights and decorations at their premises. The Christmas lights will be installed by a third party contractor arranged by Synergy.
24. Each Winner agrees that their house will be featured on the Synergy Xmas Lights Trail website for the general public to see. Each Winner agrees that their details will be published on the Synergy Xmas Lights Trail website and Facebook profiles, and used for promotional purposes and by media partners.
25. Each Winner must agree to prominently display a sign provided by Synergy in their front yard from 1 December 2020 to 20 December 2020. Each Winner must display the sign at all times during this period unless otherwise agreed by Synergy. If the sign is removed or stolen, the relevant Winner must contact Synergy immediately to arrange for a replacement sign.
26. Each Winner agrees to have the Christmas light installation on and operational from 1 December 2020 to 20 December 2020 during the hours of 6:30pm to 10:00pm (WST) each day. If for any reason the lights cannot be on or operational during the required times, the Winner must notify Synergy as soon as reasonably possible.
27. Each Winner agrees to participate and co-operate as required by Synergy in editorial activities relating to the Competition, including but not limited to having a live TV cross from their property and being interviewed for the television news, The West Australian newspaper and Community News and Perth radio stations for a period of up to 18 months from when they accept the Prize and these Terms. Synergy may publish this information on its website, in newsletters, in newspapers and on social media, including on Facebook 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.
28. Failure of a Winner to comply with any of the requirements in these Terms may result in the Prize or part of the Prize being forfeited.

*General*

29. Synergy, in its sole discretion, reserves the right to disqualify:
- a. entries that are not, in Synergy's sole discretion, in the spirit of the Competition;
  - b. any Eligible Participant, Entrant or Winner who acts in a way which is contrary to the spirit of the Competition; and
  - c. any Winner who does not comply with any of the requirements in these Terms.
30. An Entrant is only eligible to win a maximum of one Prize and are not eligible to enter the Synergy Xmas Light Trail – Decorators Competition.
31. 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.
32. Eligible Participants acknowledge that the Competition is in no way sponsored, endorsed or administered by, or associated with Facebook.

33. 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.
34. 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.
35. 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.
36. Neither Synergy nor its associated agencies and companies are liable to any Eligible Participant, 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 running of the Competition, installation and operation of the Christmas lights and decorations 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).
37. Any queries or complaints regarding the Competition and its Terms must be directed to Synergy.
38. 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.
39. 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). 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).
40. 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.
41. These Terms are governed by and to be interpreted in accordance with the laws of Western Australia.