



Synergy Solar Pit Stop Guess the number of Golf Balls Competition

Terms and Conditions

1. The “**Synergy Solar Pit Stop Guess the number of Golf Balls Competition**” (**Competition**) is a competition run by Synergy (ABN 58 673 830 106) on and subject to these terms and conditions. Information on how to enter and prizes form part of the terms. Submission of an entry is deemed acceptance of the terms. To the maximum extent permitted by law, Synergy’s decision is final and no correspondence will be entered into in relation to any dispute or other matter arising in relation to the Competition.
2. The Competition commences on Tuesday 23 February 2021 at 11:00am WST and closes at 4:00pm WST on Tuesday 23 February 2021 (**Competition Period**).

Eligibility

3. The competition is only open to businesses that attend the 2021 AHA KPMG Golf Classic on 23 February 2021 and are a current Synergy business customer in the South West Interconnected System (SWIS) (**Eligible Entrant**).
4. Employees of Synergy and their relatives and agents, and any related bodies, are not eligible to enter the Competition.

The Competition

5. To enter the Competition, a representative of the Eligible Entrant must submit a complete entry form which includes completing and submitting the Eligible Entrant’s and the representative’s contact details at the Synergy stand location at the Joondalup Golf Club at the AHA Golf Day on Tuesday 23 February 2021 during the Competition Period.
6. Each representative of an Eligible Entrant may only compete and enter the Competition once. Multiple entries from a representative will be disqualified.

Prize

7. Synergy will award one (1) prize to one (1) winner being the Eligible Entrant whose representative enters the Competition and correctly guesses the number of golf balls in the vessel at quarry 4 on their entry form at the Joondalup Golf Club at the AHA Golf Day on Tuesday 23 February 2021. If more than one Eligible Entrant’s representative correctly guesses the number of golf balls, Synergy will randomly select the winner from those Eligible Entrants’ whose representatives who correctly guess the number of golf balls. If there are no representatives of Eligible Entrants that correctly guess the number of golf balls, the winner will be the Eligible Entrant whose representative submits an entry containing a guess that is closest to the correct number of golf balls. The prize is a \$150 Synergy account credit (GST inc.) (**Prize**) that will be applied to the winner’s Synergy account. The total prize value is \$150 (GST inc).
8. The winner will be identified and announced at the AHA Golf Day award presentations and cocktail function commencing at 6:00pm on Tuesday 23 February 2021 at the Joondalup Resort & Country Club. The representative of the Eligible Entrant who submitted the entry that caused the Eligible Entrant to be determined as the winner must be present at the function to accept the Prize on behalf of the Eligible Entrant.
9. The Prize must be taken “as offered” and cannot be varied, extended, transferred, exchanged or redeemed as an upfront credit.
10. If the Prize is unavailable for any reason, Synergy reserves the right to offer a substitute prize of equivalent value.
11. 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.



12. If there is any expiry date by which the Prize must be used then Synergy will not be responsible if the Prize expires as a result of not being used or redeemed prior to that expiry date.
13. The Prize may be subject to additional terms and conditions from the supplier which will be notified to the winner when the Prize is provided to the winner.

General

14. All Eligible Entrants and their representatives agree to participate and co-operate as required in editorial activities relating to the Competition, including but not limited to being interviewed and photographed. Each winner consents (and will procure all necessary consents) to Synergy using the Eligible Entrant's representatives' name, likeness, image and voice (including photograph, film and recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting the Competition (including any outcome), Synergy and the products or services or both supplied by Synergy. Each winner agrees they will not, and will ensure that their companions do not sell or otherwise provide their story and photographs to any media or other organisation without Synergy's consent.
15. 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.
16. Any queries or complaints regarding the Prize and its terms of use, including any validity period within which it must be used or where it can be used, must be directed to Synergy.
17. 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, or any cause beyond the control of Synergy which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, 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.
18. None of Synergy and 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).
19. Any queries or complaints regarding the Prize and its terms of use, including any validity period within which it must be used or where it can be used, must be directed to Synergy.
20. Nothing in these terms and conditions 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.
21. 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 and conditions. Synergy's marketing activities are subject to the Australian Privacy Principles in the *Privacy Act 1988* (Cth).

22. Synergy may cancel, withdraw or change the duration of the Competition at any time with the prior written approval of the Gaming and Wagering Commission (WA), if and only to the extent required.
23. These terms and conditions are governed by and to be interpreted in accordance with the laws of Western Australia.