

2021 Synergy Xmas Light Trail – Community Group Christmas Event Listing

Terms and Conditions

General

1. Electricity Generation and Retail Corporation (trading as Synergy) (ABN 58 673 830 106) (**Synergy**) is conducting the “**Synergy Xmas Light Trail**” (**Campaign**) from Friday 1st October 2021 until Friday 7th January 2022.
2. The Campaign includes an online platform which allows persons to upload pictures of their Christmas lights and decorations onto Synergy's website at www.xmaslightstrail.com.au (**Synergy Xmas Lights Trail Platform**) and for the chance to win prizes.
3. The purpose of the Campaign and the Synergy Xmas Lights Trail Platform is to promote general festive joy and holiday spirit.
4. Synergy is offering local community groups (**Community Groups** or **Community Group** for singular) the opportunity to use the Synergy Xmas Lights Trail Platform to list and promote their community Christmas events (**Community Group Christmas Event**) subject to these terms and conditions.

Listing and Eligibility

5. Unless sent the log in link directly, Community Group must register its interest to promote the Community Group Christmas Event by emailing Synergy at synergy.events@synergy.net.au. Individuals, political groups, government agencies and groups that discriminate on the basis of origin, race, age, religion, gender, ability or diversity are not eligible to use the Synergy Xmas Lights Trail Platform unless Synergy, in its sole discretion, considers that the organisation otherwise promotes the purpose of the Competition and the Synergy Xmas Lights Trail Platform.
6. The Community Group must provide Synergy with the proposed Community Group Christmas Event listing which must at a minimum include the event name, date, time, location, organiser of the event and an event image at the specified size.
7. The Community Group must be a Christmas / holiday season event. Religious services will not be approved. The Community Group Christmas Event must be free of charge and must not include a named corporate sponsor in the event name.
8. Synergy may, in its sole discretion, refuse to register or list a Community Group Christmas Event, or remove a registered or listed Community Group Christmas Event from the Synergy Xmas Lights Trail Platform.

Licence

9. All copyright and other intellectual property rights in the Synergy Xmas Lights Trail Platform (including without limitation all trademarks appearing on the Synergy Xmas Lights Trail Platform) are owned by and belong to Synergy.
10. If Synergy permits the Community Group's Christmas Event to be listed, Synergy grants the Community Group a revocable, non-transferable, non-exclusive licence to use the Synergy Xmas Lights Trail Platform to promote the Community Group Christmas Event while the Campaign is running.
11. Community Group must not:
 - a. except as permitted by the licence set out above, use or copy any part of the Synergy Xmas Lights Trail Platform without Synergy's prior written consent;
 - b. distribute, translate, modify or tamper with, any part of the Synergy Xmas Lights Trail Platform;

- c. create derivative works of or from any part of the Synergy Xmas Lights Trail Platform;
- d. sell, rent, lease, sub-license, assign, exchange or otherwise transfer its rights under these terms and conditions; or
- e. permit or assist any person to engage in any act described in paragraphs (a) to (d) above.

Use of the Synergy Xmas Lights Trail Platform

- 12. Synergy is under no obligation to monitor any transmissions made or content submitted or published using the Synergy Xmas Lights Trail Platform, or to verify the identity, standing or other characteristics of any person posting in relation to the Community Group Christmas Event.
- 13. Synergy has the right to monitor, edit, disclose, delete and refuse to transmit or post any transmissions and content on the Synergy Xmas Lights Trail Platform.
- 14. If any content is posted on the Synergy Xmas Lights Trail Platform as part of Community Group's use of the Synergy Xmas Lights Trail Platform or the running of the Community Group Christmas Event, then Community Group grants to Synergy an irrevocable, royalty-free and sub-licensable right to exercise all copyright, trademark and other intellectual property rights it has in the content, in any form. To the extent permitted under law, the Community Group waives all moral rights and promises not to assert such rights or other intellectual property rights against Synergy or its sub-licensees in relation to that content.

Promotion of the Synergy Xmas Lights Trail Platform

- 15. The Community Group agrees to provide Synergy with its details and general information in respect of the Community Group Christmas Event, its use of the Synergy Xmas Lights Trail Platform and how it worked with Synergy, for promotional purposes. Community Group agrees that Synergy has the right to use such publicity materials in any medium and in any reasonable manner it sees fit, including publishing this information on its website, in newsletters and on social media, including Facebook, Instagram, LinkedIn, YouTube and Twitter.

Availability of the Synergy Xmas Lights Trail Platform

- 16. Synergy will use reasonable endeavours to make the Synergy Xmas Lights Trail Platform available at all times. However, the availability of the Synergy Xmas Lights Trail Platform depends on various third party entities, and accordingly, Synergy does not warrant or guarantee:
 - a. that the Community Group will be able to use the Synergy Xmas Lights Trail Platform at any time; or
 - b. that the Community Group's use of the Synergy Xmas Lights Trail Platform will be uninterrupted, secure or error-free.
- 17. The Community Group acknowledges and agrees that the Synergy Xmas Lights Trail Platform may not be available from time to time, and that the Community Group may be disconnected from or denied access to the Synergy Xmas Lights Trail Platform at any time for any reason, including without limitation if:
 - a. any network connection difficulties occur;
 - b. the systems providing those services are unavailable for any reason (including so that maintenance can be performed); or
 - c. the Community Group breaches any of these terms and conditions.
- 18. Synergy makes no guarantee as to the reliability or other performance of the Synergy Xmas Lights Trail Platform. The performance of the Synergy Xmas Lights Trail Platform depends on various factors, including without limitation the functions, capacity and configuration of hardware interacting with the Synergy Xmas Lights Trail Platform, the speed of the internet connection, and the number of users accessing the systems which support the Synergy Xmas Lights Trail Platform.

Community Group's obligations

19. The Community Group must not use the Synergy Xmas Lights Trail Platform:
 - a. to access, transmit, publish or communicate material which:
 - (i) is false, inaccurate, defamatory, offensive, inflammatory or obscene;
 - (ii) contains a virus or other harmful code;
 - (iii) is racist, threatening, abusive, harassing or hateful;
 - (iv) is illegal;
 - (v) infringes copyright;
 - (vi) references a competitor of Synergy; or
 - (vii) contains links to other sites that contain the information referred to in paragraphs (i) to (vi);
 - b. in a way which would breach these terms and conditions;
 - c. in any way that may cause reputational damage to Synergy or cause negative exposure to Synergy, its customers or other users of the Synergy Xmas Lights Trail Platform; or
 - d. in any way that may cause Synergy or other users of the Synergy Xmas Lights Trail Platform to incur liability to any other party.
20. Synergy may ask the Community Group to cease any conduct or use of the Synergy Xmas Lights Trail Platform which Synergy considers in its sole discretion is contrary to these terms and conditions or the spirit of the Campaign. The Community Group must immediately comply with any such request.
21. Where Synergy considers in its sole discretion that these terms and conditions are not being complied with, Synergy may suspend access to, or terminate the Community Group's access or use of the Synergy Xmas Lights Trail Platform.

Liability

22. The Community Group acknowledges and agrees that access to, and use of, the Synergy Xmas Lights Trail Platform is at the Community Group's own risk.
23. Synergy will not be liable for any loss, expense, damage or injury arising from or in connection with the Community Group's use of the Synergy Xmas Lights Trail Platform, including any loss of opportunity, loss of profits, revenue, goodwill, savings, data, or expectation, or any and all indirect or consequential losses.
24. The Community Group agrees to hold harmless, defend and indemnify Synergy 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 Community Group's use of the Synergy Xmas Lights Trail Platform or any breach of these terms and conditions.

Privacy

25. Synergy will collect, hold, use and disclose any personal information collected or required in relation to the Community Group's use of the Synergy Xmas Lights Trail Platform in accordance with Synergy's Privacy Policy which is available on Synergy's website.

Changes to the Synergy Xmas Lights Trail Platform

26. Synergy reserves the right to:
 - a. suspend use of, or withdraw, the Synergy Xmas Lights Trail Platform and/or any of its features or components; and

- b. add to, amend, remove, or disable access to, any part of the Synergy Xmas Lights Trail Platform without notice.

General

27. These terms and conditions are governed by the laws of Western Australia.