

## Project Symphony Feedback Survey Competition Terms and Conditions

1. The “**Project Symphony Feedback Survey Competition**” (**Competition**) is a competition run by Synergy (ABN 58 673 830 106) on and subject to these terms and conditions.
2. 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.
3. The Competition commences at 12:00am (WST) on 1 September 2022 and closes at 11:59pm (WST) on 30 June 2023 (**Competition Period**).

### *Eligibility*

4. The competition is only open to current Synergy residential account holders in the South West Interconnected System (SWIS) who are at least 18 years of age (**Eligible Entrant**) when the Competition commences.
5. Employees of Synergy and their relatives and agents, and any related bodies, are not eligible to enter the Competition.
6. Synergy may, in its sole discretion, refuse access to the Competition to any individual.
7. A breach or violation of any of the Terms (determined in Synergy's sole discretion) will result in an immediate termination of your eligibility to enter the Competition.

### *The Competition*

8. Entry is automatic if, during the Competition Period, the Eligible Entrant completes the online survey (the **Survey**). A link to the Survey will be provided via a customer email.
9. The link to access the Survey will be sent to the Eligible Entrant's email address associated with their Synergy residential account.
10. Synergy reserves the right to suspend use of, or withdraw, the Survey and/or any of its features or components; and add to, amend, remove, or disable access to, any part of the Survey without notice.

11. Each winner will be awarded one \$50 GiftPay e-Gift Card (**Prize**). There will be 20 winners in total and total prize pool value is \$1,000 (GST inc).
12. Prize winners will be selected at random. Synergy will conduct two separate draws and notify winners on the dates set out in Table 1 below.

**Table 1: Prize Draw & Notification Schedule**

Prize Draw	Entry period	Draw Date	Notification Date	Number of winners
#1	1 <sup>st</sup> September 2022 – 15 <sup>th</sup> January 2023	16 <sup>th</sup> January 2023	18 <sup>th</sup> January 2023	10
#2	16 <sup>th</sup> January – 30 <sup>th</sup> June 2023	3 <sup>rd</sup> July 2023	5 <sup>th</sup> July 2023	10

13. Synergy will notify winners of the Prizes via email. To redeem the prize, the winner must respond to the email from Synergy, confirming their full name.
14. The Prizes must be taken “as offered” and cannot be varied, extended, transferred, exchanged or redeemed as cash or an upfront credit.
15. If the Prize is unavailable for any reason, Synergy reserves the right to offer a substitute prize of equivalent value.
16. 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.
17. 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.
18. 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

19. All Eligible Entrants 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 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

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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.

20. Eligible Entrants acknowledge and agree that access to, and use of, the Survey is at their own risk. The Survey is provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions.
21. 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.
22. 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.
23. 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.
24. 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).
25. 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.
26. 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

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statutory rights) to the extent the law does not allow them to be excluded, restricted or modified.

27. 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 and conditions. Synergy's marketing activities are subject to the Australian Privacy Principles in the *Privacy Act 1988* (Cth).
28. 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.
29. In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.
30. These terms and conditions are governed by and to be interpreted in accordance with the laws of Western Australia.

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