

Synergy \$250 Battery Rebate Promotion Terms and Conditions

1. The 'Synergy \$250 Battery Rebate Promotion' (**Battery Rebate Promotion**) is a promotion run by the Electricity Generation and Retail Corporation t/a Synergy (ABN 58 673 830 106) (**Synergy**) on and subject to these terms and conditions (**Terms and Conditions**).
2. The Battery Rebate Promotion commences at 9.00am AWST on Monday 17 August 2020 and concludes at 6.00pm AWST on Wednesday 30 September 2020, or as varied at Synergy's discretion in accordance with paragraph 14 (**Promotion Period**).
3. The Battery Rebate Promotion entitles the Purchaser, subject to these Terms and Conditions, to claim a rebate of \$250 (the **Rebate**) following the purchase of, and complete and cleared payment for, an Eligible Battery during the Promotion Period.
4. An Eligible Battery means any battery from Synergy's available battery product offering during the Promotion Period.
5. Subject to the Purchaser satisfying the Rebate eligibility conditions described in paragraph 3 and subject to any other applicable terms and conditions, the Purchaser will become entitled to receive the Rebate.
6. At the end of the Promotion Period, Synergy will contact each Purchaser that has satisfied the Rebate eligibility conditions for a postal address to send the Rebate.
7. If a Purchaser considers they have satisfied the eligibility conditions but has not been contacted by Synergy within [one week] after the end of the Promotion Period, the Purchaser should contact Synergy as soon as possible.
8. Synergy will deliver to the Purchaser the Rebate in the form of a \$250 pre-paid Visa card by registered post to their address as notified to Synergy pursuant to clause 6.
9. The Rebate is non-transferable and is only redeemable by the Purchaser or a representative of the Purchaser. The Rebate is not exchangeable for cash and terms and conditions, validity periods and restrictions on use may apply. See Visa terms and conditions with your pre-paid Visa card.
10. A person may only claim, and will only be entitled to, a maximum of one Rebate during the Promotion Period.
11. The Rebate will not be available in the event the Eligible Battery is returned or exchanged.
12. The Battery Rebate Promotion is subject to any other Synergy terms and conditions applicable in relation to the purchase of the Eligible Battery.
13. The Battery Rebate Promotion cannot be used in conjunction with any other promotion, unless otherwise agreed by Synergy.
14. The Battery Rebate Promotion may be withdrawn, or these terms and conditions amended, at any time during the Promotion Period with or without reference to the Purchaser.
15. Any monetary values expressed in these terms and conditions are in Australian Dollars.
16. Synergy accepts no responsibility for any late, lost, incomplete, misdirected, incorrectly submitted, delayed or ineligible applications or rebate forms, claims or correspondence whether due to error, omission, alteration, tampering, theft, deletion, destruction, transmission, interruption, communications failure or otherwise. Synergy accepts no responsibility for failure, for any reason, to make full payment for the Eligible Battery within the Promotion Period or failure of Synergy to receive an application or rebate form. 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.
17. Neither Synergy nor its associated agencies and companies are liable to any Purchaser 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 Battery Rebate Promotion, and will not be liable for any failure in the delivery of the Rebate for any reason, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum liability allowable by law).

18. These Terms and Conditions are subject to the laws of the State of Western Australia, and the parties submit to the exclusive jurisdiction of the Courts of that State.
19. In these Terms and Conditions:
- (a) **Battery Rebate Promotion** has the meaning given to that term in paragraph 1;
 - (b) **Eligible Battery** has the meaning given to that term in paragraph 4;
 - (c) **Promotion Period** has the meaning given to that term in paragraph 2;
 - (d) **Purchaser** means the purchaser of an Eligible Battery as named on the sales invoice for the same;
 - (e) **Rebate** has the meaning given to that term in paragraph 3;
 - (f) **Synergy** has the meaning given to that term in paragraph 1; and
 - (g) **Terms and Conditions** has the meaning given to that term in paragraph 1.

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