

Synergy 'Win a SolarReturn SENECHome V2 Battery Competition'

Terms and Conditions

1. The '**Win a SolarReturn SENECHome V2 Battery Competition**' (the **Competition**) is a competition 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**). Information on eligibility to participate in the competition and a description of the prizes form part 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 Monday 17 August 2020 at 9:00am AWST and closes at 6:00pm AWST on Wednesday 30 September 2020 (**Competition Period**).

Eligibility

3. The competition is only open to current Synergy residential customers in the South West Interconnected System (SWIS) (**Eligible Entrant**), that purchases and pays in full for an Eligible Product (as defined in paragraph 4) during the Competition Period.
4. An Eligible Product means:
 - (a) a SolarReturn PV system from Synergy's available solar PV system product offering; or
 - (b) a SENECHome V2 Battery supplied by Synergy for installation with their existing solar PV system at their residential property.
5. Each Eligible Entrant who purchases and pays in full for an Eligible Product from Synergy during the Competition Period will automatically be entered in the Competition by Synergy (**Eligible Entry**).
6. Employees, representatives and contractors of Synergy and/or representatives from SENECH Australia Pty Ltd (ABN 16 125 261 029), and their relatives and agents, and any related bodies, are excluded from entry into the Competition and are not Eligible Entrants.
7. An entry that does not meet the eligibility requirements detailed in these Terms will not be valid and excluded from entry into the Competition.

Prize

8. There will be two (2) Prizes awarded to two (2) Eligible Entrants who receive an Eligible Entry. One Prize will be awarded to one Eligible Entrant who receives an Eligible Entry as a result of the purchase of an Eligible Product as defined in paragraph 4(a) of these Terms, selected at random (**Prize Draw 1**). One Prize will be awarded to one Eligible Entrant who receives an Eligible Entry as a result of the purchase of an Eligible Product as defined in paragraph 4(b) of these Terms selected at random (**Prize Draw 2**). The maximum total prize pool value is \$15,000 AUD (GST exc).
9. If there are no Eligible Entrants who receive an Eligible Entry in Prize Draw 1 or Prize Draw 2, Synergy may, at Synergy's sole discretion, select an additional winner to be awarded a Prize in the other prize draw so that two (2) Prizes are awarded to two (2) of Eligible Entrants who receive an Eligible Entry.
10. Each winner will be selected no later than Friday 9 October at 5.00pm at the Synergy office at 219 St Georges Terrace, Perth WA 6000. Each winner will be contacted by telephone or email and notified of the applicable Prize at Synergy's sole discretion.
11. The Prize means:
 - (a) for Eligible Entrants' who purchase an Eligible Product that is a SolarReturn system – a 5kW SENECHome V2 Battery including standard installation up to a total value of \$7,500 (GST exc). Any additional costs exceeding this value will

not be covered and any amount of the value not used in the transaction will be forfeited; or

- (b) for Eligible Entrants' who purchase an Eligible Product that is a SENECHOME V2 Battery – the value of the SENECHOME V2 Battery purchased and standard installation costs incurred up to a total value of \$7,500 (GST exc). Any additional costs exceeding this value will not be covered and any amount of the value not used in the transaction will be forfeited.
- 12. Each Prize must be taken "as offered" and cannot be varied, extended, transferred, exchanged or redeemed as an upfront credit.
- 13. Where the Prize awarded to a winner is a 5Kw SENECHOME V2 Battery, the Prize must be able to be installed at the winner's residential property supplied by Synergy in accordance with good industry practice and minimum installation requirements specified by the manufacturer determined by Synergy in its sole discretion. If installation of the Prize cannot meet any requisite standard determined by Synergy, the winner will be ineligible for the Prize.
- 14. If the Prize is unavailable for any reason, Synergy reserves the right to offer a substitute prize of equivalent value or otherwise credit the value of the Prize (which is deemed to be \$7,500) towards an alternative battery product, at Synergy's sole discretion.
- 15. 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.
- 16. Each winner must claim the applicable Prize within 1 month of notification and where the Prize awarded to a winner is a 5Kw SENECHOME V2 Battery it must be installed to a standard satisfactory to Synergy in its sole discretion within 3 months of notification (including completion of all site inspections and all other activities required by Synergy). If a winner fails to claim a Prize in accordance with these Terms and meet any conditions associated with installation, they will forfeit the prize.
- 17. Synergy will not be responsible if a winner forfeits a Prize or subsequently become ineligible to receive the applicable Prize.
- 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.
- 19. To the maximum extent permitted by law, Synergy's decision regarding 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.

General

- 20. All entrants and representatives of 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 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.
- 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 accepts no responsibility for failure, for any reason, to make full payment for the Eligible Product within the Competition Period. 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. 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, computer 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.
23. Neither Synergy nor 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).
24. 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.
25. 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.
26. 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).
27. 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.
28. These Terms are governed by and to be interpreted in accordance with the laws of Western Australia.