

2022 Synergy Xmas Lights Trail – Nominate Your Neighbour Competition

Terms and Conditions

Competition

1. The “**Xmas Lights Trail – Nominate Your Neighbour Competition**” (the **Competition**) is a competition run by Electricity Generation and Retail Corporation (trading as Synergy) (ABN 58 673 830 106) (**Synergy**) on and subject to these terms and conditions (**Terms**).

Eligibility

2. Subject to clause 4, entry to the Competition is open to:
 - a. Western Australian residents who are current Synergy residential customers in the Perth metropolitan area prior to the commencement of the Competition;
 - b. who are 18 years of age or older; and
 - c. who are homeowners or who have the written consent of the homeowner, (**Eligible Participant**).
3. A person may nominate themselves for entry to the Competition if they are an Eligible Participant (**self-nominate**) or nominate someone else for entry to the Competition provided the nominee is an Eligible Participant.
4. Employees and agents of Synergy, or relatives of them, and any related bodies, are not eligible to enter the Competition and such entries will not be valid. For the avoidance of doubt, Employees and agents of Synergy, or relatives of them, and any related bodies:
 - a. are not Eligible Participants and so are unable to be nominated to enter, or nominate themselves for entry, into the Competition; but
 - b. may nominate an Eligible Participant for entry into the Competition.

Competition Period

5. The competition period commences at 9:00am (AWST) on Monday 17 October 2022 and ends 11:59pm (AWST) Monday 14 November 2022 unless otherwise specified in, or varied in accordance with, these Terms (**Competition Period**).
6. An entry is deemed to be received at the time it is received by Synergy and not at the time of submission of the entry. Entries must be received by Synergy before the end of the Competition Period as specified above. Entries received after the specified time, as determined by Synergy in its sole discretion, will automatically be deemed as invalid.

Entry and nominations

7. To enter the Competition, the prescribed nomination form in respect of the Eligible Participant must be fully completed and submitted online at www.xmaslightstrail.com.au. Synergy must be provided with appropriate contact details and identification of both the Eligible Participant and, if relevant, the person nominating an Eligible Participant.
8. All nominations will be reviewed and verified by Synergy. Where another person nominates an Eligible Participant, Synergy will contact the nominated Eligible Participant to obtain their consent and acceptance to these Terms if they are selected as a Winner in accordance with clause 12 as a condition of being able to receive the Prize.
9. All Eligible Participants must consent to Synergy using and publishing their name, address, nomination story and photography and/or videos of any Christmas lights installed at their

premises in connection with the Competition in any media, including the Synergy Xmas Lights Trail platform, website and Synergy Facebook profile pages (including "SynergyWA" and "Synergy Xmas Lights Trail"), for promotional purposes. Synergy has the right to use such publicity materials in any medium and in any reasonable manner it sees fit.

10. All Eligible Participants who self-nominate will be taken to have acknowledged, consented to and accepted these Terms, and if selected as a Winner in accordance with clause 12, must provide their explicit agreement to these Terms as a condition of being able to receive the Prize.
11. Subject to these Terms, an Eligible Participant who is the subject of a valid and complete nomination, received by Synergy within the Competition Period, will be deemed an entrant to the Competition (**Entrant**).

Prize

12. Synergy will select three Entrants as winners (each a **Winner**) in its sole discretion by no later than 11:59pm (AWST) on Thursday 17 November 2022, or at such a later time Synergy may decide in its sole discretion.
13. Each Winner will be entitled to one Prize as defined in clause 14, subject to providing their consent and acceptance of these Terms in a form acceptable to Synergy.
14. The Prize means:
 - a. the temporary installation of Christmas lights and decorations at the Winner's relevant home premises not before 28 November 2022 for a period up to 6 January 2023 which will be determined by Synergy in its sole discretion (**Installation Period**); and
 - b. payment of the Winner's electricity consumption charges and daily supply charges from Synergy (in relation to the Winner's relevant home premises) for the period 1 December 2022 to 28 February 2023 (inclusive) in the form of a Synergy account credit against amounts incurred for the supply of electricity at the Winner's home premises in respect of the period from 1 December 2022 to 28 February 2023 (inclusive). All other amounts owing to Synergy in respect of the Winner's Synergy account, including overdue amounts, other fees and charges and amounts in respect of any other premises, must still be paid by the Winner.
15. The Prize must be taken "as offered" and cannot be varied, extended, transferred or exchanged for cash.
16. For the avoidance of doubt, the lights and decorations installed at a Winner's premises as part of the Prize remain at all times the property of Synergy and will be installed and removed by Synergy. Removal will occur no later than 6 January 2023.
17. The estimated value of the total prize pool for the Competition is \$30,000 (GST inc), consisting of three Prizes to be awarded to three Winners.
18. Winners will be officially notified no later than Friday, 18 November 2022 via phone, in person, or by email from an authorised Synergy representative. A Winner will forfeit the Prize if the Winner does not respond within two business days confirming their consent and acceptance of these Terms in accordance with clause 13 and acceptance of the Prize.
19. If a Winner forfeits the Prize it may be awarded to another Entrant selected by Synergy in its sole discretion.

20. Synergy reserves the right to audit the eligibility and suitability of each Winner before and/or after the Winner has been selected and notified, including conducting an electrical audit of the relevant property. If a Winner is deemed ineligible by Synergy for the Prize (in its sole discretion), then, subject to these Terms, Synergy reserves the right to choose another Winner in its sole discretion, or to not appoint a Winner/s.
21. To the maximum extent permitted by law, Synergy's decision regarding the delivery of the Prize, determination of eligible entries, Entrants 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.
22. 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.

Winners' obligations

23. Winners are required to be available between 28 November 2022 to 30 November 2022 for the temporary installation of the Christmas lights and decorations at their home premises. The Christmas lights will be installed by third-party contractors arranged by Synergy.
24. The lights and decorations installed at a Winner's premises as part of the Prize are not to be altered, removed, modified or interfered with by any person including but not limited to: the Winner, the Winner's family or any other person that resides at the Winner's premises. This includes the installation of additional lights or Christmas decorations at the relevant premises.
25. Each Winner consents to and agrees that:
 - a. their house will be featured on the Synergy Xmas Lights Trail platform and website and photographs and/or videos of their Christmas lights and their address may be published on the Synergy Xmas Lights Trail platform and website and social media accounts managed by Synergy for the general public to see, including the SynergyWA and Synergy Xmas Lights Trail Facebook profile pages;
 - b. their details may be passed onto Synergy's media partners and may feature in media stories (TV, Radio, Print, and Digital) in relation to the Competition;
 - c. 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 and media partners in connection with the Competition and the Synergy Xmas Lights Trail campaign; and
 - d. their details may also be passed onto other parties including installation companies and contractors engaged by Synergy as required in connection with the Prize.
26. Each Winner must agree to prominently display a sign provided by Synergy in their front yard during the Installation Period. Each Winner must display the sign at all times during this period unless otherwise agreed by Synergy. If the sign is removed or stolen, the relevant Winner must contact Synergy immediately to arrange for a replacement sign.
27. Each Winner agrees to have the Christmas light installation installed at the premises as part of the Prize on and operational during the Installation Period each day from 6:30pm to 10:00pm (AWST). If for any reason the lights cannot be on or operational during the required times, the Winner must notify Synergy as soon as reasonably possible.
28. Each Winner agrees to participate and co-operate as required by Synergy in editorial and promotional activities relating to the Competition, including but not limited to having a live

TV broadcast from their property and being interviewed for the television news, The West Australian newspaper and Community News and Perth radio stations for a period of up to 18 months from when they accept the Prize. Synergy may publish this information on its website, in newsletters, in newspapers and on social media, including on Facebook and Twitter. Each Winner agrees they will not, and will ensure that their companions do not, participate in editorial and promotional activities with any other media organisation without Synergy's prior consent.

29. Failure of a Winner to comply with any of the requirements in these Terms may result in the Prize or part of the Prize being forfeited in Synergy's sole discretion.

General

30. Synergy, in its sole discretion, reserves the right to disqualify:
- a. entries that are not, in Synergy's sole discretion, in the spirit of the Competition;
 - b. any Eligible Participant, Entrant or Winner who acts in a way which is contrary to the spirit of the Competition or has previously been disqualified by Synergy from a competition; and
 - c. any Winner who does not comply with any of the requirements in these Terms.
31. An Entrant is only eligible to win a maximum of one Prize and are not eligible to enter the Synergy Xmas Light Trail – Decorators Competition in 2022.
32. By entering and or participating in the Competition, Eligible Participants agree to hold harmless, defend and indemnify Synergy and Facebook 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 Eligible Participant's participation in the Competition.
33. Eligible Participants acknowledge that the Competition is in no way sponsored, endorsed or administered by, or associated with Facebook.
34. Each Eligible Participant participating in the Competition consents to Synergy using his or her listing name, address and photograph/video of their Christmas lights in any media for promotional purposes related to the Competition. Synergy has the right to use such publicity materials in any medium and in any reasonable manner it sees fit.
35. 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.
36. 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, the effects of COVID-19 or any cause beyond the control of Synergy which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, or otherwise frustrates the conduct of the Competition, Synergy reserves the right to cancel, terminate, modify or suspend the Competition subject to the approval of the Gaming and Wagering Commission (WA) or other relevant authorities, if and only to the extent required.

37. Neither Synergy nor its associated agencies, companies and contractors are liable to any Eligible Participant, 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 Synergy Xmas Lights Trail Campaign, the running of the Competition, installation, operation and removal of the Christmas lights and decorations installed at a Winner's premises as part of the Prize 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).
38. Any queries or complaints regarding the Competition and its Terms must be directed to Synergy.
39. Nothing in these Terms 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.
40. 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. Synergy's marketing activities are subject to the Australian Privacy Principles in the *Privacy Act 1988* (Cth).
41. 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.
42. These Terms are governed by and to be interpreted in accordance with the laws of Western Australia.