

## 2023 Xmas Light Trail – Decorators Competition

### Terms and Conditions

#### Competition

1. The “**2023 Xmas Light Trail – Decorators 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. To be eligible to enter the Competition, the entrant must be 18 years of age or over and a named Synergy account holder prior to the commencement of the Competition (**Eligible Participant**). Eligible Participants must also meet any eligibility criteria for the relevant individual award category as set out below.

#### Competition period

3. Decorator registrations commence at 9:00am AWST on Tuesday, 1 November 2023, and end at the conclusion of the Competition Period (**Registration Period**). The Competition commences at 9:00am AWST on Friday, 24 November 2023 and ends at 11:59pm AWST on Sunday, 17 December 2023 (**Competition Period**).

#### Entry and nominations

4. To enter the Competition, Eligible Participants must register as a decorator by completing and submitting the decorator profile form online at [xmaslightstrail.com.au](https://xmaslightstrail.com.au) (**the Website**) and have their decorator profile and Christmas light display listing for their property published on the Website during the Registration Period. All decorator profiles and Christmas lights display listings are subject to review and approval by Synergy and only those adhering to the ‘decorator rules’ (determined in Synergy’s sole discretion) may be approved and published on the Website (approval is generally within three (3) business days from the date of submission). If an Eligible Participant has not been notified that their registration and listing on the Website has been approved, then the entry will be deemed invalid unless otherwise determined by Synergy in its sole discretion.
5. An entry, comprising an Eligible Participant’s decorator profile form and Christmas light display listing for their property is deemed to be received at the time it is received by Synergy and not at the time of submission by the Eligible Participant. Unless otherwise specified in these Terms, for an entry to be eligible for each award category below:
  - (a) Peoples’ Choice Award – Best Lights Display;
  - (b) Peoples’ Choice Award – Best Regional Lights Display; and
  - (c) Best Solar Lights Display Award,

it must be received by Synergy and published on the Website by the end of the Registration Period. Entries received after the specified time as determined by Synergy, in its sole discretion, will automatically be deemed invalid.

6. By entering the Competition, Eligible Participants consent to:
  - (a) photographs and/or videos of their Christmas lights and their address being published on the Website and social media accounts managed by Synergy for the public to see, including the SynergyWA and Synergy Xmas Lights Trail Facebook profile pages; and
  - (b) being contacted by Synergy, or its representatives, in respect of their participation in the Competition, including for promotional and market research purposes.
7. By entering the Competition, Eligible Participants acknowledge and agree that:
  - (a) their details may also be passed onto our media partners and may feature in media stories (TV, Radio, Print, and Digital) in relation to the Competition; and
  - (b) 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 X and used for promotional purposes by Synergy and media partners in connection with the Competition and the Synergy Xmas Lights Trail campaign.

#### *QR codes and Visitor Check-ins*

8. Eligible Participants whose entries are approved will be sent a lawn sign with a unique QR code linked to their Christmas lights display listing on the Website via Australia Post. Synergy accepts no responsibility where delivery of the lawn sign is delayed or failed to be delivered). Eligible Participants whose entries are approved can also download their unique QR code from their decorator profile on the Website. It is the responsibility of the Eligible Participant to ensure that their QR Code is visible to members of the public who visit their property to view their lights display during the Competition Period.
9. Members of the public who visit Christmas light displays participating in the 2023 Synergy Christmas Lights Trail during the Competition Period and register as a visitor on the Website by providing their full name and email, can check in to an Eligible Participant's light display (**Visitor Check-in**) by using the unique QR code on the 2023 Synergy Xmas Lights Trail lawn sign. An individual member of the public may only log a single Visitor Check-in in respect of an Eligible Participant's individual light display.

#### *Prize*

10. The total prize pool of the Decorator Competition is \$6,000 (GST inc) which consists of four (4) prizes to be awarded to four (4) individual Eligible Participants across the three (3) award categories as set out in clauses 11 to 13 of these Terms. There are two (2) prizes to be awarded in the Peoples' Choice Award – Best Lights Display award category and one (1) prize to be awarded in each of the other two award categories.
11. **Peoples' Choice Award – Best Lights Display**
  - (a) The Peoples' Choice Award – Best Lights Display has two (2) prizes with a total prize pool value of \$4000 (GST inc), being the 1<sup>st</sup> Place Peoples' Choice Award – Best Lights Display prize, which is a \$2500 Synergy account credit (GST inc) and the 2<sup>nd</sup> Place Peoples' Choice Award – Best Lights Display prize which is a \$1500 Synergy account credit (GST inc).
  - (b) The winners of Peoples' Choice Award – Best Lights Display prizes will be determined based on the number of Visitor Check-ins received in respect of an Eligible Participants' lights display during the Competition Period. The Eligible Participants with the first and second highest number of Visitor Check-ins at the conclusion of the Competition Period will be awarded the 1<sup>st</sup> Place Peoples' Choice Award – Best Lights Display prize and 2<sup>nd</sup> Place Peoples' Choice Award – Best Lights Display prize respectively.
  - (c) In the unlikely situation of a tie in the number of Visitor Check-ins for a prize for this award category between Eligible Participants, the Synergy account credit in respect of the relevant prize will be shared equally between the respective Eligible Participants. For example, if there are two Eligible Participants with equal highest Visitor Check-ins (in respect of winning the 1<sup>st</sup> Place Peoples' Choice Award – Best Lights Display prize) then each of those Eligible Participants will receive a \$1,250 Synergy account credit (inc GST).
  - (d) The winners of the Peoples' Choice Award – Best Lights Display prizes will be determined by Synergy no later than 11:59pm AWST on Thursday 21 December 2023 and the names of the winners may be published or announced earlier. Synergy reserves the right to announce the winners by any forum and at any date and time after the conclusion of the Competition Period.
12. **Peoples' Choice Award – Best Regional Lights Display**
  - (a) The Peoples' Choice Award - Best Regional Lights Display consists of one prize with a total value of \$1000 (GST inc). The prize is a \$1000 Synergy account credit (GST inc).

- (b) To be eligible to win the Peoples' Choice Award - Best Regional Lights Display prize, the Eligible Participant's property with the lights display, as registered on their approved decorator profile and published on the Website, must be located outside the Perth and Peel regions and within either the Mid-West, Wheat Belt, Goldfields / Esperance, Great Southern, or South West regions and connected to the South West Interconnected System.
- (c) The winner of the Best Regional Lights Display prize will be determined based on the number of Visitor Check-ins received in respect of the Eligible Participants' lights display during the Competition Period. The Eligible Participant that meets the criteria in clause 12(b) with the highest number of Visitor Check-ins at the conclusion of the Competition Period will be awarded the Peoples' Choice Award - Best Regional Lights Display prize.
- (d) In the unlikely situation of a tie between Eligible Participants that meet the criteria in clause 12(b), the Peoples' Choice Award - Best Regional Lights Display prize will be shared equally between the Eligible Participants with the equal highest number of Visitor Check-ins.
- (e) The winner of the Peoples' Choice Award - Best Regional Lights Display prize will be determined by Synergy no later than 11:59pm AWST on Thursday, 21 December 2023, and the name of the winner may be published or announced earlier. Synergy reserves the right to announce the winner by any forum and at any date and time after the conclusion of the Competition Period.

### 13. Best Solar Lights Display Award

- (a) The Best Solar Lights Display Award consists of one prize with a total value of \$1000 (GST inc). The Best Solar Lights Display Award prize is a \$1000 Synergy account credit (GST inc).
- (b) Eligible Participants must elect to opt into this category when completing their decorator profile and listing on the Website.
- (c) An Eligible Participant is only eligible to win the Best Solar Lights Display Award prize and may only opt into this category if 100% of their external lights display at their property is powered by solar power.
- (d) The winner of the Best Solar Light Display Award prize will be determined based on the number of Visitor Check-ins received in respect of the Eligible Participants' lights display during the Competition Period. The three (3) Eligible Participants who have opted into the award category, and that meet the criteria in 13(c), with the highest number of Visitor Check-ins at the conclusion of the Competition Period will be deemed finalists for this category (**Solar Award Finalists**). Synergy will select one Solar Award Finalist as the winner of the Best Solar Lights Display Award prize in its sole discretion no later than 11:59pm AWST on Thursday 21 December 2023.
- (e) Synergy reserves the right to audit the eligibility of a Solar Award Finalists before or after a winner has been selected. Synergy reserves the right to conduct an onsite inspection as part of the audit process, which it may undertake in its sole discretion, to establish eligibility.
- (f) The winner of the Best Solar Lights Display Award prize must be able to prove that 100% of their external light display is powered by solar power. Other non-light decorations (such as inflatable characters) may be powered by non-renewable sources.
- (g) If the winner of the Best Solar Lights Display Award prize has a solar and battery system installed at their property as registered on their approved decorator profile, they must be able to prove that they can run their light display daily from 6:00pm to 10:00pm AWST without drawing power from the network, when requested by Synergy.
- (h) If all the Solar Award Finalists are deemed ineligible for the prize, then, subject to these Terms, Synergy reserves the right to alter the judging criteria for this award category in order to determine a winner or, if it cannot, to appoint a winner.

- (i) The winner of the Best Solar Lights Display Award prize will be determined by Synergy no later than 11:59pm AWST on Thursday, 21 December 2023 and the name of the winner may be published or announced earlier. Synergy reserves the right to announce the winner by any forum and at any date and time after the conclusion of the Competition Period.

*Conditions applicable to all eligible participants and all award categories*

14. Synergy, in its sole discretion, reserves the right to disqualify Eligible Participants that do anything or act in anyway in connection with the Competition that is not in the spirit of the Competition, including the misuse of the unique QR code to be used for Visitor Check-ins.
15. Synergy, in its sole discretion, reserves the right to remove or refuse to publish approved decorator profiles and listings on the Website that are not in the spirit of the Competition.
16. Synergy may, on occasion, audit persons registered as visitors on the Website and Visitor Check-ins, and at its sole discretion, adjust the number of Visitor Check-ins received in respect of a light display of an Eligible Participant, which may affect the outcome of the Competition.
17. Unless otherwise stated, all winners will be notified on Thursday, 21 December 2023 via phone or email by a Synergy authorised representative. Winners will have two (2) business days to accept their prize, or the prize will be forfeited. A winner is deemed to have responded when Synergy receives their response.
18. To the maximum extent permitted by law, Synergy's decisions in respect 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.
19. Winners' details will be published by Synergy, including on the Website and Synergy's Facebook and Instagram pages, used for promotional purposes and by media partners.
20. Eligible Participants are only eligible to win a maximum of one prize in the Competition. In the instance that an Eligible Participant is determined to be the winner of a prize in more than one award category, making them eligible to win more than one prize, the Eligible Participant will be awarded the prize of the greatest value and will not be eligible to receive the other prize. In the instance that an Eligible Participant wins two prizes of the same prize value they will be awarded the prize for the award category that appears first in these Terms.
21. Each prize will be applied as a credit to the relevant winner's Synergy account for the relevant premises and cannot be cashed out (even if the account is in credit).
22. Each prize will be processed as an account credit until the value of the prize has been reached. Each winner will be required to pay for any amount outstanding in relation to their account after the value of the prize has been reached. For example, if the winner of the Best Solar Light Display Award prize has a bill in the amount of \$1200 and is awarded the \$1000 Synergy account credit as the prize, the winner will have exhausted the value of the prize and will be required to pay the amount of \$200 that is outstanding in relation to their account.
23. 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 being interviewed by media outlets determined by Synergy for promotional purposes. Synergy may publish this information on its website, in newsletters, in newspapers and on social media, including on Facebook, Instagram and X. 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 written consent.
24. The prizes must be taken "as offered" and cannot be transferred, exchanged, or redeemed for cash. If the stated prize is unavailable for any reason, Synergy reserves the right to offer a substitute prize of equivalent value or specification or both.
25. 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.
26. By entering and participating in the Competition, Eligible Participants agree to hold harmless, defend and indemnify Synergy from and against 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.

27. 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, as it sees fit.
28. 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.
29. 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.
30. 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).
31. Any queries or complaints regarding the Competition and its Terms must be directed to Synergy.
32. 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.
33. All entries will be the property of Synergy. The information that 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. Synergy's marketing activities are subject to the Australian Privacy Principles in the *Privacy Act 1988* (Cth).
34. 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.
35. These Terms are governed by and to be interpreted in accordance with the laws of Western Australia.