

Synergy Xmas Lights Trail – Visitor Competition

Terms and Conditions

1. The “**Synergy Xmas Lights Trial Visitor 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**). Information on how to enter and prizes form part of the Terms. Submission of an entry into the Competition 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.

2. The Competition commences on Friday 24 November 2023 at 10:00am AWST and closes at 11:59pm AWST on Sunday 17 December 2023 (**Competition Period**).

Eligibility

3. To be eligible to enter the Competition, you must be aged 18 years and reside in Western Australia during the Competition Period (**Eligible Participant**).

4. Employees of Synergy, and their relatives and agents, and any related bodies, are not eligible to enter the Competition.

Entry

5. To enter the Competition, Eligible Participants must during the Competition Period:

- (a) register as a visitor on the Synergy Xmas Lights Trail website at xmaslightstrail.com.au (**the Website**), by providing their email address, first name and last name; and
- (b) visit a Christmas lights display participating in the 2023 Synergy Xmas Lights Trail and register a check-in on the Website as a registered visitor by scanning the unique QR code for the light display using a mobile device (**Visitor Check-in**).

6. An Eligible Participant will receive one (1) entry into the draw for each light display where they register a Visitor Check-in (**Eligible Entry**). An Eligible Participant may only register one (1) Visitor Check-in for each light display visited. Multiple Visitor Check-ins will be deemed to be invalid and may result in Synergy, in its sole discretion, disqualifying an Eligible Participant from the Competition.

7. For each Visitor Check-in during the Competition (that is not disqualified or deemed to be invalid in accordance with these Terms):

- (a) the Eligible Participant will receive one (1) Eligible Entry; and
- (b) \$1 will be donated by Synergy to Ruah Community Services up to a total maximum donation value of \$40,000 for Eligible Entries received by Synergy as part of the Competition.

8. An entry is deemed to be received at the time it is received by Synergy and not at the time of transmission by the Eligible Participant. Synergy bears no responsibility for any technical difficulties associated with an Eligible Participant’s device or operating system.

9. Synergy, in its sole discretion, reserves the right to disqualify Eligible Participants that do anything or act in any way in connection to the Competition that is not in the spirit of the Competition, including registering as a visitor using multiple email addresses.

10. Synergy may, on occasion, audit persons registered as visitors on the Website and Visitor Check-ins, and may, in its sole discretion, deem or disqualify Visitor Check-ins and remove or block the visitor registration of an Eligible Participant.

Prize

11. The prize is a \$500 Synergy account credit (inc GST) (**Prize**) to be applied to any active Synergy residential account nominated by the Winner (**Nominated Account**). The Prize is valued at \$500 (inc GST). The total prize pool value is \$500 (inc GST).

12. The Prize will be awarded to one (1) Eligible Participant with an Eligible Entry who enters the Competition (**Winner**), selected at random in a draw conducted by a Synergy representative before

5:00pm AWST on Tuesday, 19 December 2023 at Synergy's office located at 219 St Georges Terrace, Perth, WA, 6000 (**Draw**). The Winner will be notified by email following the Draw and will be required to provide a Nominated Account. The Winner will forfeit the Prize if the Winner does not respond within 48 hours to the notification from Synergy confirming they have won and agreeing to these Terms, at which point Synergy may draw a new winner.

13. The Prize will be applied as a credit to the Nominated Account once any relevant account details are confirmed by Synergy and cannot be cashed out (even if the account is in credit).

14. The Prize will be processed as an account credit on the Nominated Account until the value of the Prize has been reached. The named account holder for the Nominate Account will be required to pay for any amount outstanding in relation to the Nominated Account after the value of the Prize has been reached.

15. The Prize must be taken "as offered" and cannot be varied, extended, transferred, exchanged or "cashed-out".

16. If the Prize is unavailable for any reason, Synergy reserves the right to offer a substitute prize of equivalent value.

17. 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.

18. 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.

19. 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.

20. The Prize may be subject to additional terms and conditions from Synergy which will be notified to the Winner when the Prize is provided to the Winner.

General

21. All entrants agree to participate and co-operate as required in editorial and promotional activities relating to the Competition, including but not limited to being interviewed and photographed. The Winner consents to Synergy using their 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. The Winner agrees they will not, and will ensure that their companions do not, participate in editorial and promotional activities with the Competition any media or other organisation without Synergy's prior consent.

22. 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.

23. 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.

24. 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, or invalidate any affected entries, subject to the approval of the Gaming and Wagering Commission (WA) or other relevant authorities, if and only to the extent required.

25. None of Synergy and its associated agencies and companies are liable to any Eligible Participant 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).

26. 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.

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). 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, in its sole discretion, 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. These Terms are governed by and to be interpreted in accordance with the laws of Western Australia.