

Synergy Tesla Dot-to-dot Competition

Terms and Conditions

- The "Synergy Tesla Dot-to-dot competition" (the Competition) is a competition run by Electricity Generation and Retail Corporation (trading as Synergy) (ABN 58 673 830 106) (Synergy) on these terms and conditions (the Terms). Information on how to enter, and prizes, form part of the Terms. Submission of an entry is deemed acceptance of the Terms.
- 2. Subject to clause 3, entry is open to Western Australian residents (**Eligible Entrants**). Eligible Entrants under 16 years of age must have parental or guardian consent to enter.
- 3. Employees of, and contractors engaged by, Synergy, including their immediate families, are ineligible to enter.
- 4. The Competition commences at 10:00am (WST) on Saturday 1 July 2017 and entries close and must be received by 11:59pm (WST) on Sunday 16 July 2017 (**Competition Period**).
- An entry is deemed to be received at the time it's received by Synergy and not at the time of transmission by the entrant.
- 6. To enter the Competition, Eligible Entrants must during the Competition Period:
 - a. Collect and complete one of three dot-to-dot drawing form from the Tesla Expo at Perth Town Hall 1 – 16 July 2017;
 - b. Visit www.synergy.net.au/nikolatesla; and
 - Complete the online competition entry form, included correctly identifying the Tesla invention revealed by completing the dot-to-dot,

(Eligible Entry).

- Eligible Entrants may submit up to 3 entries into the Competition, however only one Eligible Entry will be accepted for each Tesla invention.
- 8. Incomplete, infringing, indecipherable, illegal or offensive entries will be deemed invalid.
- 9. The total prize pool of the Competition consists of ten gift card awarded to five individual winners being Eligible Entrants. Each gift pack is valued at \$200 and consists of two \$100 JBHiFi cards (the Prize).
- 10. An Eligible Entrant may only win one Prize.
- 11. Five Eligible Entrants will be awarded the Prize at random provided they have correctly identified one of the three Tesla inventions and they have not previously won a Prize in this competition. The draw will be made at the sole discretion of Synergy at around 12 noon on Tuesday 18 July 2017 at Synergy's office at 219 St George Terrace, Perth WA 6000. Synergy's decision is final and no correspondence will be entered into.
- 12. The winner will be notified by email or telephone and their name and suburb, photograph as determined by Synergy may be published on the Synergy website and on social media, including Facebook and Twitter.
- 13. The winner can elect to collect the Prize from Synergy at 219 St Georges Terrace, Perth WA 6000 or to receive the Prize by standard mail.
- 14. The winner will forfeit the Prize if the winner:
 - a. does not respond within 48 hours of being notified by Synergy to confirm collection of their Prize; and
 - b. elects to collect the Prize from Synergy and has not done so by Tuesday 1 August 2017.
- 15. Synergy accepts no responsibility for a Prize being damaged or lost in transit. Synergy is unable to replace the Prize.
- 16. If the Prize is unavailable for any reason, Synergy reserves the right to offer a substitute prize of equivalent value or specification or both. Unless otherwise stipulated, no Prize is transferable, exchangeable or redeemable for cash.
- 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. The Prize must be taken "as offered" and cannot be varied, extended, transferred, exchanged or redeemed as an upfront credit.



- 19. 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.
- 20. 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, 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 disqualify any entrant and / or 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 required.
- 21. None of Synergy and 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).
- 22. 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.
- 23. 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.
- 24. 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).
- 25. These terms and conditions are governed by and to be interpreted in accordance with the laws of Western Australia.