

2021 WAMCSE Conference Competition

Terms and Conditions

1. The “**2021 WAMCSE Competition**” (the **Competition**) is a trade promotion lottery run by Synergy (ABN 58 673 830 106) on and subject to these terms and conditions. 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 Wednesday 26 May 2021 at 8:00am AWST and closes at 3:00pm AWST on Friday 28 May 2021 (**Competition Period**).
3. The Competition is only open to businesses that attend the 2021 WAMCSE Conference at Pan Pacific Hotel in Perth from 26 May 2021 to 28 May 2021 (inclusive) and are a current Synergy business customer prior to the commencement of the Competition (**Eligible Entrant**).
4. Employees of Synergy and their relatives and agents of Synergy and any related bodies are not eligible to enter the Competition.
5. To enter the Competition, a representative of an Eligible Entrant must place their business card or a completed entry form in the competition entry bowl located at the Synergy stand at the 2021 WAMCSE Conference at the Pan Pacific Hotel in Perth.
6. Each representative of an Eligible Entrant may only compete and enter the Competition once. Multiple entries from a representative will be disqualified.
7. Synergy will award one (1) prize to one (1) individual winner being an Eligible Entrant whose representative enters the Competition and will be selected at random. The Prize is a \$500 Synergy account credit (GST inc.) (**Prize**).
8. The total prize value is \$500 (GST inc.).
9. The winner will be drawn at random at the Pan Pacific Hotel in Perth located at 207 Adelaide Tce, Perth WA 6000 at approximately 3.05pm on 28 May 2021.
10. The winner has 48 hours after being notified by Synergy to contact Synergy to claim the Prize. If Synergy is unable to notify the winner within 7 days of the draw, the winner will forfeit the prize.
11. The Prize will be processed as a credit on the first bill issued after the winner has contacted Synergy. The winner will receive bill(s) in credit until the full value of the Prize has been reached. For the avoidance of doubt, the Prize cannot be redeemed for cash or applied to a residential account.
12. The Prize must be taken “as offered” and cannot be varied, extended, transferred, exchanged or redeemed as an upfront credit.
13. The Prize cannot be applied to a residential account(s).
14. If the stated prize is unavailable for any reason, Synergy reserves the right to offer a substitute prize of equivalent value.
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. All entrants and representatives of Eligible 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.

17. 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.
18. 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.
19. 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 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 to the extent, necessary.
20. 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).
21. 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.
22. 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.
23. 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).
24. 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 to the extent, necessary.
25. These terms and conditions are governed by and to be interpreted in accordance with the laws of Western Australia.