

Win a \$1,000 Synergy account credit competition

Terms and conditions

Competition

1. The “**Win \$1,000 Synergy account credit competition**” (**Competition**) is a trade promotion lottery 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 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.

Competition Period

2. The Competition commences at 7:00am (AWST) on Monday, 21 March 2022 and ends 11:59pm (AWST) Monday, 04 April 2022 unless otherwise specified in, or varied in accordance with these Terms (**Competition Period**). To be eligible entries must be received by Synergy no later than 11:59pm on Monday 04 April 2022 AWST.
3. 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.

Eligibility & Entry

4. To be eligible to enter the Competition, you must:
 - a. Be at least 18 years of age;
 - b. Be a Synergy residential account holder in the South West Interconnected System;
 - c. Receive an email from Synergy titled 'Quarterly Synergy E-Newsletter' in the month of March in 2022 (the **Synergy Autumn EDM**); and
 - d. Log into your linked Synergy 'MyAccount' associated with the email address that received the Synergy Autumn EDM or register for Synergy 'MyAccount' with Synergy with the email address that received the Synergy Autumn EDM and, [if required,] update your details during the Competition Period (**Eligible Participant**).
5. Employees and agents of Synergy, or relatives of them, and any related bodies, are ineligible to enter the Competition and such entries will not be valid.

6. Eligible Participants will be automatically entered into the Competition unless they otherwise notify Synergy.

Prize

7. The draw to determine the Winner will take place after 11:59pm (AWST) on Monday, 4 April 2022, or at another later time that Synergy may decide in its sole discretion. The draw will take place at Synergy, 219 St George's Terrace, Perth, WA 6000.
8. Synergy will select one Eligible Participant (**Winner**) in its sole discretion, the Winner will be entitled to one Prize as defined in paragraph 9, subject to providing their consent and acceptance of these Terms in a form acceptable to Synergy.
9. The Competition Prize (**Prize**) means:
 - a. 1 (one) x AUD\$1,000 Synergy account credit. The total Prize value is AUD\$1,000.
 - b. The Prize will be processed as a credit on the Winner's Synergy account against any amounts owing. If the value of the credit exceeds any amounts owing on the Winner's Synergy account, they will receive bill(s) in credit until the full value of the Prize has been reached.
10. The Prize must be taken "as offered" and cannot be varied, extended, transferred or exchanged for cash or an upfront credit. If the Synergy account holder terminates their account with Synergy after the Prize is awarded but before the account credit is fully applied against amounts owing then any remaining amount of the account credit will be forfeited.
11. The Winner will be officially notified no later than Tuesday, 12 April 2022 via email. The Winner will forfeit the Prize if the Winner does not respond within one business day confirming their consent and acceptance of these Terms in accordance with paragraph 8 and acceptance of the Prize.
12. If the Winner forfeits the Prize, the Prize may be awarded to another Eligible Participant selected by Synergy in its sole discretion.
13. If the 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 not appoint a Winner.
14. To the maximum extent permitted by law, Synergy's decision regarding the Prize draw, determination of Eligible Participants and the Winner, delivery of the Prize 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.
15. If the Prize is unavailable for any reason, Synergy, in its sole discretion, reserves the right to offer a substitute prize of equivalent value.

16. 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.

General

17. A breach or violation of any of these Terms will result in the immediate termination of a person's eligibility to participate in the Competition.

18. The Winner agrees to participate and co-operate as required in editorial 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 sell or otherwise provide their story and photographs to any media or other organisation without Synergy's consent.

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, 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 Gaming and Wagering Commission (WA) or other relevant authorities, if and only to the extent required.

21. All entries will be the property of Synergy. The information Eligible Participants 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 Eligible Participants' 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).

22. 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 (including but not limited to, direct, indirect, special or consequential loss, loss of opportunity or loss of profits), 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 running of 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).
23. Any queries or complaints regarding the Competition and its Terms must be directed to Synergy.
24. 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.
25. 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.
26. These Terms are governed by and to be interpreted with the laws of Western Australia.