

## Synergy Prize Draw to win a \$100 Coles-Myer Gift Card

### Terms and Conditions

1. The “\$100 Coles-Myer Gift Card” competition (**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 (**Terms**). Information on how to enter and prizes form part of the Terms. Submission of an entry is deemed acceptance of the Terms.
2. To be eligible to enter the Competition, you must be:
  - a. 18 years of age or older;
  - b. a current Synergy residential customer in the South West Interconnected System (SWIS)

**(Eligible Entrant)**. Any entry submitted which does not satisfy the eligibility conditions detailed in the Terms, including but not limited to clause 2, is invalid.

3. Employees of, and contractors engaged by, Synergy, including their immediate families, are ineligible to win a Prize.
4. The Competition commences at 10:00am (WST) on Friday 26 February 2021 and entries close and must be received by 5:00pm (WST) on Friday 5 March 2021 (**Competition Period**).
5. To enter the Competition, Eligible Entrants must during the Competition Period complete the ‘Take Charge survey’ (**Eligible Entry**).
6. Completing the ‘Take Charge survey’ counts as a single entry into the prize draw.
7. The prize consists of a ‘\$100 Coles-Myer Gift Card’ (**Prize**). Five Eligible Entrants will be awarded the Prize based on random selection at around 9am on Monday, 8 March 2021.
8. The Prize must be taken "as offered" and cannot be varied, extended, transferred or exchanged for cash. Synergy accepts no responsibility for a Prize damaged or lost in transit.
9. Synergy will notify the winners via email after the Prize draw. Synergy will require appropriate contact details from the winner in order to provide the Prize.
10. 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.
11. Synergy accepts no responsibility and shall not be held legally liable or responsible for any accident, loss, injury or damage to any individual or property whether direct or indirect, whether in contract, tort, negligence or otherwise arising out of or in connection with the Competition or the Prize, before, during or after the Competition.

12. Each entry submitted as part of the Competition (**Work**) becomes the property of Synergy. As a condition of entry, each Eligible Entrant irrevocably grants to Synergy a non-exclusive perpetual worldwide licence to use and exploit all intellectual property rights (including, without limitation, copyright) in and to the Work and consents to Synergy doing (or omitting to do) any acts in respect of the Work which may otherwise constitute an infringement of an entrant's moral rights.
13. Each Eligible Entrant warrants to Synergy that the Work submitted is an original work of the entrant which does not infringe any rights of any third party. A breach of these warranties will result in the entrant's entry being invalid. In addition, each Eligible Entrant indemnifies Synergy against all loss, damages and costs incurred by Synergy arising from that entrant's breach of these warranties.
14. All 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 to Synergy using the Eligible Entrant's 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 other organisation without Synergy's consent.
15. If for any reason beyond the reasonable control of Synergy, the Competition is not capable of being conducted as reasonably anticipated, Synergy reserves the right, in its sole discretion, to:
  - a. disqualify any entrant; or
  - b. cancel, terminate, suspend or modify the Competition.
16. 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](http://synergy.net.au)). Without limitation, Synergy may disclose Eligible 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 the Terms. Synergy's marketing activities are subject to the Australian Privacy Principles in the *Privacy Act 1988 (Cth)*.
17. The Competition is governed by the laws of Western Australia.