

2024 Xmas Light Trail – Decorators Competition

Terms and Conditions

Competition

1. The “**Xmas Light Trail – Decorators Competition**” (the **Competition**) is a competition run by Electricity Generation and Retail Corporation (trading as Synergy) (ABN 58 673 830 106) of Level 23, 152-158 St Georges Terrace Perth WA 6000 (**Synergy**) on and subject to these terms and conditions (**Terms**).

Eligibility

2. To be eligible to enter the Competition, the entrant must be 18 years of age or over and a named Synergy account holder (or resident of the house of a Synergy account holder) prior to the commencement of the Competition (**Eligible Participant**). You must also meet any eligibility criteria for the relevant individual award category as set out below.

Competition period

3. The registration period commences at 9:00am AWST on Friday, 1 November 2024 and ends at the conclusion of the Competition Period. The Competition Period commences at 9:00am AWST on Friday, 22 November 2024 and ends at 11:59pm AWST on Tuesday, 17 December 2024 (**Competition Period**), unless otherwise specified in these Terms, for entries to be eligible for each award category below:
 - (a) 1st place Peoples’ Choice Award – Best Lights Display;
 - (b) 2nd place Peoples’ Choice Award – Best Lights Display;
 - (c) 3rd place Peoples’ Choice Award – Best Lights Display;
 - (d) Peoples’ Choice Award – Best Regional Lights Display; and
 - (e) Best Solar Lights Display Award.
4. An entry is deemed to be received at the time it is received by Synergy and not at the time of submission by the Eligible Participant. Entries must be received by Synergy by the end of the Competition Period, as specified above. Entries received after the specified date and time will automatically be deemed invalid and are not eligible for a prize in the Competition.

Entry and nominations

5. To enter the Competition, Eligible Participants must complete and publish the decorator profile form online at xmaslightstrail.com.au (**the Website**). All decorator profiles will be reviewed by Synergy and those that are deemed acceptable by Synergy, acting reasonably, will be approved within three (3) business days of Synergy receiving them, provided they are received at least four (4) business days prior to the end of the Competition Period. Among other things, in approving the decorator profile, Synergy will consider if all mandatory information in the profile form has been provided and that the profile does not contain any profanities or inappropriate content. You will be notified if your entry is approved. If your entry is not approved, Synergy will advise you of this and your entry will be deemed invalid.
6. By entering the Competition, Eligible Participants consent to:
 - (a) photographs and/or videos of their Christmas lights and their address being published on the Website and social media accounts managed by Synergy for the public to see, including the Synergy WA and Synergy Xmas Lights Trail Facebook profile pages; and
 - (b) being contacted by Synergy, or its representatives, in respect of their participation in the Competition, including for promotional and market research purposes.
7. By entering the Competition, Eligible Participants acknowledge and agree that:
 - (a) their details may also be passed onto our media partners and may feature in media stories (TV, radio, print, and digital) in relation to the Competition; and
 - (b) Synergy has the right to use such publicity materials in any medium and in any reasonable manner it sees fit, including publishing this information on its Website, in

newsletters and on social media, including Facebook, Instagram, LinkedIn, YouTube and X and for other promotional purposes (of Synergy and Synergy's media partners) in connection with the Competition and the Synergy Xmas Lights Trail campaign.

8. Prizes will be awarded to the Eligible Participants based on the number of unique visitor check-ins at their display received by Synergy through each Eligible Participant's Synergy Xmas Lights Trail QR code during the Competition Period. Eligible Participants will receive a lawn sign with a unique QR code via Australia Post within 7 business days of the Eligible Participant receiving notice from Synergy of approval of their decorator profile in accordance with clause 5 of these Terms (Synergy accepts no responsibility where the lawn sign is not delivered or does not properly work to capture check-ins, except where such failure of delivery is caused or contributed to by the wilful misconduct or the negligent acts or omissions of Synergy or its associates). Eligible Participants can also download their QR Code from their profile on the Website. It is the responsibility of the Eligible Participant to ensure that their QR code is visible to visitors during the Competition Period. Eligible Participants may encourage visitors to scan their home's QR code, however only one check-in per visitor per home will be registered.

Prize

9. The total prize pool of the Decorator Competition is \$5,000, which consists of five (5) prizes to be awarded to five (5) individual Eligible Participants determined by Synergy as winners across the three (3) award categories set out in clauses 10 to 12 of these Terms. All prize amounts referred to in these Terms are GST inclusive.
10. **Peoples' Choice Award – Best Lights Display**
 - (a) The 1st, 2nd and 3rd place prizes in the Peoples' Choice Award – Best Lights Display category consist of three (3) prizes with a total value of \$3000. The prize is a \$1500 Synergy account credit for 1st place, a \$1000 Synergy account credit for 2nd place and a \$500 Synergy account credit for 3rd place.
 - (b) The winners of the 1st, 2nd and 3rd place Peoples' Choice Award – Best Lights Display prizes will be determined based on the number of unique visitor check-ins received on the Eligible Participants' Synergy Xmas Lights Trail QR code during the Competition Period. The Eligible Participants with the first, second and third highest number of check-ins as at 11:59pm AWST on Tuesday, 17 December 2024 will be awarded the 1st, 2nd and 3rd place Peoples' Choice Award – Best Lights Display prize respectively.
 - (c) Check-ins must be made by members of the public during the Competition Period.
 - (d) In the unlikely situation of a tie in the number of votes between Eligible Participants for this prize, the total prize amount for the affected prizes will be shared equally between the relevant Eligible Participants. For example, if there are two Eligible Participants with the equal highest number of votes, then the prize for each of the two Eligible Participants will be a \$1250 Synergy account credit, which is the total prize amount for 1st and 2nd place (\$2500) divided by 2. If there are two Eligible Participants with the equal second-highest number of votes, then the prize for each of the two Eligible Participants will be a \$750 Synergy account credit, which is the total prize amount for 2nd and 3rd place (\$1500) divided by 2.
 - (e) The winners of the 1st, 2nd and 3rd place Peoples' Choice Award – Best Lights Display prizes will be determined by Synergy no later than 11:59pm AWST on **Thursday, 19 December 2024**. Synergy reserves the right to announce the winners by any forum and at a date and time decided by Synergy, acting reasonably.
11. **Peoples' Choice Award – Best Regional Lights Display**
 - (a) The Peoples' Choice Award – Best Regional Lights Display consists of one prize with a total value of \$1000. The prize is a \$1000 Synergy account credit.
 - (b) To be eligible to win this prize, the Eligible Participant's property with the lights display, as registered on their approved decorator profile, must be located outside the Perth and Peel regions and within either the Mid-West, Wheat Belt, Goldfields, Great

Southern, or South West regions and connected to the South-West Interconnected System (SWIS).

- (c) The winner of the Best Regional Lights Display prize will be determined based on the number of unique visitor check-ins received on the Eligible Participants' Synergy Xmas Lights Trail QR code during the Competition Period. The Eligible Participant that meets the criteria in clause 11(b) with the highest number of check-ins as at 11:59pm AWST on Tuesday, 17 December 2024 will be awarded the Peoples' Choice Award – Best Regional Lights Display prize.
- (d) In the unlikely situation of a tie in the equal highest number of votes between Eligible Participants for this prize, the \$1000 Synergy account credit will be shared equally between the Eligible Participants with the equal highest number of check-ins. For example, if there are two Eligible Participants with equal highest check-ins then the prize for each will be a \$500 Synergy account credit, being \$1000 divided by 2.
- (e) Check-ins must be made by members of the public during the Competition Period.
- (f) The winner will be determined by Synergy no later than 11:59pm AWST on **Thursday, 19 December 2024**, and the name of the winner may be published or announced earlier. Synergy reserves the right to announce the winner by any forum and at a date and time decided by Synergy, acting reasonably.

12. Best Solar Lights Display Award

- (a) The Best Solar Lights Display Award consists of one prize with a total value of \$1000. The prize is a \$1000 Synergy account credit.
- (b) Eligible Participants must elect to opt into this category when completing their decorator profile on the Website.
- (c) An Eligible Participant is only eligible to win the Best Solar Lights Display Award prize and may only opt into this category if 100% of their external lights display is powered by solar power, and their display location is connected to the SWIS.
- (d) The winner of the Best Solar Lights Display Award prize will be determined based on the number of unique visitor check-ins received on the Eligible Participants' Synergy Xmas Lights Trail QR code during the Competition Period. The three (3) Eligible Participants who have opted into the award category, and that meet the criteria in clause 12(c), with the highest number of votes received in this category as at 11:59pm AWST on Tuesday, 17 December 2024 will be deemed finalists for this category (**Solar Award Finalists**). Synergy, acting reasonably, will select one Solar Award Finalist as the winner of the Best Solar Lights Display Award prize no later than 11:59pm AWST on **Thursday, 19 December 2024**.
- (e) In the unlikely situation of a tie in the equal highest number of votes between Eligible Participants, the \$1000 Synergy account credit will be shared equally between the Eligible Participants with the equal highest number of check-ins. For example, if there are two Eligible Participants with equal highest check-ins then the prize for each will be a \$500 Synergy account credit, being \$1000 divided by 2.
- (f) Synergy reserves the right to audit the eligibility of all Solar Award Finalists before or after a winner has been selected to verify, against the following established criteria, that 100% of their external lights display at the Eligible Participant's home is powered by solar power:
 - i. the lights display does not connect to other mains or alternative sources of power;
 - ii. all lights in the display are and remain illuminated when power is turned off;
 - iii. where a solar and battery system is installed in the home, there is evidence that the lights display can operate from 6.00pm – 10.00pm AWST when power is turned off.

Synergy reserves the right to conduct an onsite inspection as part of the audit process, which it may decide to undertake, acting reasonably, to establish eligibility.

Information which may be recorded in such an audit includes size of the solar and battery system, photographs showing the lights display prior to and after switching off the power.

- (g) The winner must be able to prove that 100% of their external light display is powered by solar power. Other non-light decorations (such as inflatable characters) may be powered by non-renewable sources.
- (h) If the winner has a solar and battery system installed at their property as registered on their approved decorator profile, they must be able to prove that they can run their light display daily from 6:00pm to 10:00pm AWST, when requested by Synergy.
- (i) If all the Solar Award Finalists are deemed ineligible for the prize in accordance with these Terms or their eligibility cannot reasonably be determined by Synergy, then Synergy, acting reasonably, reserves the right to alter the judging criteria for this category in order to determine a winner or, if it cannot, to otherwise determine a winner.
- (j) Check-ins must be made by members of the public during the Competition Period.
- (k) The name of the winner may be published or announced earlier. Synergy reserves the right to announce the winner by any forum and at a date and time decided by Synergy, acting reasonably.

CONDITIONS APPLICABLE TO ALL ELIGIBLE PARTICIPANTS AND ALL AWARD CATEGORIES

- 13. Synergy, acting reasonably, reserves the right to disqualify entries that are deemed inappropriate, offensive or that contain political or racial content or images..
- 14. Synergy may, on occasion, audit the votes logged against an individual decorator profile, and adjust the number of votes any Eligible Participant may have if the Eligible Participant's display has received check-ins from eligible visitors who have repeatedly registered multiple visitor check-ins, or have registered as visitors using multiple email addresses, which may affect the outcome of the Competition.
- 15. Unless otherwise stated, all winners will be notified on **Thursday, 19 December 2024** via phone or email by a Synergy authorised representative. Winners will have two (2) business days from the date of notification to accept their prize, or the prize will be forfeited. A winner is deemed to have responded when Synergy receives their response.
- 16. To the maximum extent permitted by law, Synergy's decisions in respect of the Competition are final and no correspondence will be entered into in relation to any dispute or other matter arising in relation to the Competition.
- 17. Winners' details will be published on the Website and Synergy's Facebook and other social media pages, used for promotional purposes and by media partners.
- 18. Eligible Participants are only eligible to win a maximum of one prize in the Competition. In the instance that an Eligible Participant is determined to be the winner in more than one award category, making them eligible to win more than one prize, the Eligible Participant will be awarded the prize of the greatest value and will not be eligible to receive any other prize. In the instance that an Eligible Participant wins in two award categories of the same prize value they will be awarded the prize for the award category that appears first in the list in clause 3 of these Terms, and an Eligible Participant with the second highest votes for the other award category will receive the prize for the other award category.
- 19. Each prize will be processed as an account credit on each winner's electricity account for the relevant address with Synergy until the value of the prize has been reached. Each winner will be required to pay for any amount outstanding in relation to the account after the value of the prize has been reached. For example, if the winner of the Best Solar Lights Display award category has a bill in the amount of \$1200, and is awarded the \$1000 Synergy account credit prize, the winner will have exhausted the value of the prize and will be required to pay the amount of \$200 that is outstanding in relation to their account prior to the relevant bill's due date.

20. Each prize will be applied as a credit to the relevant winner's Synergy account for the relevant premises and cannot be cashed out (even if the account is in credit).
21. Each Eligible Participant participating in the Competition and each winner of the Competition consents to Synergy using his or her listing name, address, and photograph/video of their Christmas lights in any media for editorial and promotional purposes related to the Competition, including participating in interviews by media outlets. Each Eligible Participant also consents to Synergy using the photograph/video of any children of which they are parent/guardian in any media for promotional purposes related to the Competition. Synergy has the right to use such publicity materials in any medium and in any reasonable manner, as it sees fit – including publishing this information on its Website, in newsletters, newspapers and on social media for the duration of the Competition and one year after the end of the Competition Period of time without remuneration.
22. Each Eligible Participant participating in the Competition and each winner of the Competition agrees they will not, and will ensure that others on their behalf do not, participate in editorial and promotional activities in relation to the Competition with any other media organisation without Synergy's prior written consent (such consent not to be unreasonably withheld or delayed).
23. The prizes must be taken "as offered" and cannot be transferred, exchanged, or redeemed for cash. If the stated prize is unavailable for any reason, Synergy reserves the right to offer a substitute prize of equivalent value or specification or both.
24. 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.
25. 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, losses, costs, or expenses, with respect to or arising out of or related to the Eligible Participant's participation in the Competition that are directly or indirectly caused by the Eligible Participant, and excluding any claims, demands, liability, damages or causes of action, losses, costs, or expenses to the extent they are caused by or contributed to by the wilful misconduct or the negligent acts or omissions of Synergy or its associates (in which case that liability is limited to the minimum liability allowable by law).
26. 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.
27. 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, or otherwise frustrates the conduct of the Competition, Synergy reserves the right to cancel, terminate, modify or suspend the Competition subject to the approval of the Gaming and Wagering Commission (WA) or other relevant authorities, if and only to the extent required.
28. Neither Synergy, nor its associated agencies and companies, are liable to any winner or any other person for any loss, expense, damage or injury which is suffered or sustained in connection with all or any of the promotion, the Competition, acceptance, transportation, delivery or use of the prize or promotion of any charity or not-for-profit (including Ruah Community Services), except for any liability which cannot be excluded by law, or for any loss, expense, damage or injury which is caused by or contributed to by the wilful misconduct or the negligent acts or omissions of Synergy or its associates (in which case that liability is limited to the minimum liability allowable by law).
29. Any queries or complaints regarding the Competition and its Terms must be directed to Synergy.

30. 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.
31. All entries will be the property of Synergy. The information that 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. Synergy’s marketing activities are subject to the Australian Privacy Principles in the *Privacy Act 1988* (Cth).
32. Synergy 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.
33. These Terms are governed by and to be interpreted in accordance with the laws of Western Australia.