

## Synergy Xmas Lights Trail 2024 – Visitor Competition

### Terms and Conditions

1. The “**Synergy Xmas Lights Trial Visitor 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**). Information on how to enter and prizes form part of the Terms. Submission of an entry into the Competition is deemed acceptance of the Terms. 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.

2. The Competition commences on Friday, 22 November 2024 at 10:00am AWST and closes at 11:59pm AWST on Tuesday, 17 December 2024 (**Competition Period**).

#### *Eligibility*

3. To be eligible to enter the Competition, you must be aged 18 years or over prior to the commencement of the Competition Period and reside in Western Australia during the Competition Period (**Eligible Participant**).

4. Employees of Synergy, and their relatives and agents, and any related bodies, are not eligible to enter the Competition.

#### *Entry*

5. To enter the Competition, Eligible Participants must during the Competition Period:

(a) register as a visitor on the Synergy Xmas Lights Trail website at [xmaslightstrail.com.au](https://xmaslightstrail.com.au) (the **Website**), by providing their email address, first name and last name (**Registered Visitor**); and

(b) visit a Christmas light display participating in the 2024 Synergy Xmas Lights Trail and register a check-in on the Website as a Registered Visitor by scanning the unique QR code for the light display using a mobile device (**Visitor Check-in**).

6. An Eligible Participant will receive one (1) entry into the draw for each light display where they are a Registered Visitor and register a Visitor Check-in (**Eligible Entry**). An Eligible Participant may only register one (1) Visitor Check-in for each light display visited. Multiple Visitor Check-ins will be deemed to be invalid and, if an Eligible Participant repeatedly registers multiple Visitor Check-ins, may result in Synergy, acting reasonably, disqualifying an Eligible Participant from the Competition.

7. For each Visitor Check-in during the Competition in accordance with clause 6 (that is not disqualified or deemed to be invalid in accordance with these Terms):

(a) the Eligible Participant will receive one (1) Eligible Entry; and

(b) \$1 will be donated by Synergy to Ruah Community Services up to a total maximum donation value of \$40,000 for all Eligible Entries received by Synergy as part of the Competition.

8. An entry is deemed to be received at the time it is received by Synergy and not at the time of transmission by the Eligible Participant. Synergy bears no responsibility for any technical difficulties associated with an Eligible Participant’s device or operating system except where such technical difficulties are caused or contributed to by the wilful misconduct or the negligent acts or omissions of Synergy or its associates.

9. Synergy reserves the right, acting reasonably, to disqualify Eligible Participants that are identified as registering as a visitor using multiple email addresses.

10. Synergy may, on occasion, audit persons registered as visitors on the Website and Visitor Check-ins and may deem or disqualify Visitor Check-ins and remove or block the visitor registration of an Eligible Participant where the visitor has acted in breach of clauses 9 or 24, or has used inappropriate or offensive language in any interaction about the Competition.

11. By entering the Competition, Eligible Participants consent to:
- (a) their name being published on the Website and social media accounts managed by Synergy for the public to see, including the SynergyWA 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.
12. 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. This may include the Eligible Participant's and the Winner's name and image being displayed in live crosses by our media partners; 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.

### *Prize*

13. The prize is up to eight (8) \$150 Synergy account credits (including GST) (**Prize**) to be applied to any active Synergy residential account nominated by the Winner (**Nominated Account**). Where the Nominated Account is not your account, or an account for which you are listed as an additional person, you confirm that consent has been obtained from the account holder for you to provide us with their details for the purposes of administering the Prize. The Prize is valued at \$150 (including GST). The total prize pool value is \$1200 (including GST).

14. The Prize will be awarded to up to eight (8) Eligible Participants with an Eligible Entry who enter the Competition (**Winner**), selected at random in draws conducted by a Synergy representative between the dates of Monday 9 December 2024 and Wednesday 18 December 2024. One winner will be announced per day on each of the following dates:

- (a) Monday, 9 December 2024;
- (b) Tuesday, 10 December 2024;
- (c) Wednesday, 11 December 2024;
- (d) Thursday, 12 December 2024;
- (e) Friday, 13 December 2024;
- (f) Monday, 16 December 2024;
- (g) Tuesday, 17 December 2024; and
- (h) Wednesday, 18 December 2024,

at Synergy's office located at 152-158 St Georges Terrace, Perth WA 6000 (**Draw**). Each Winner is eligible only to receive one Prize, and the Winner of a Prize will be re-drawn if an existing Winner is picked for a subsequent Prize. The Winner will be notified by email or phone following the Draw and will be required to provide a Nominated Account (account number and supply address). The Winner will forfeit the Prize if the Winner does not respond agreeing to these Terms within 48 hours of the notification from Synergy confirming they have won, at which point Synergy may draw a new winner.

15. The Prize will be applied as a credit to the Nominated Account once any relevant account details are confirmed by Synergy and cannot be cashed out (even if the account is in credit).

16. The Prize will be processed as an account credit on the Nominated Account until the value of the Prize has been reached. The named account holder for the Nominate Account will be required to pay for any amount outstanding in relation to the Nominated Account after the value of the Prize has been reached.

17. The Prize must be taken “as offered” and cannot be varied, extended, transferred, exchanged or “cashed-out”.
18. If the Prize is unavailable for any reason, Synergy reserves the right to offer a substitute prize of equivalent value.
19. 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.
20. 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).
21. If there is any expiry date by which the Prize must be used then Synergy will not be responsible if the Prize expires as a result of not being used or redeemed prior to that expiry date.

### *Trails*

22. Registered Visitors may create trails from any location or multiple locations to any of the Christmas light displays participating in the 2024 Synergy Xmas Lights Trail as found on our Website, through any third party services, including Google Maps or Apple Maps (**Trails**). Synergy has no liability for the use by you of any third party services, including Google Maps or Apple Maps to create Trails.
23. Registered Visitors may elect to create a 'Community Trail' on the Website by marking it as 'public'. A 'Community Trail' is a Trail that may be published for public viewing (along with your first name) on the Website in connection with the Competition and the Synergy Xmas Lights Trail campaign. Synergy may also promote the Community Trail on its social media, including Facebook, Instagram, LinkedIn, YouTube and X and used for other promotional purposes (by Synergy and Synergy’s media partners) in connection with the Competition and the Synergy Xmas Lights Trail campaign.
24. Registered Visitors must not spam the Website with repetitive or incorrect Community Trails.
25. You consent to us collecting and using your:
- a) location (if enabled on any third party services, including Google Maps or Apple Maps) to create a Trail from your location to the Christmas light displays participating in the 2024 Synergy Xmas Lights Trail at the time at which you create a Trail until the end of the Competition Period; and
  - b) location and name to publicly display a Community Trail onto the Website, social media, including Facebook, Instagram, LinkedIn, YouTube and X until the end of the Competition Period.
26. Synergy will review Community Trails and reserves the right to not publish or remove any Community Trail that is published.
27. By providing your personal information to Synergy through creating a Trail, including any Community Trails, you 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 your participation in providing the Trails (including any Community Trails) that are directly or indirectly caused by you, 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).

### *General*

28. All entrants agree to participate and co-operate as required in editorial and promotional 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 the duration of the Competition and one year after the end of the Competition 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 others on their behalf do not, participate in editorial and promotional activities in relation to the Competition with any media or other organisation without Synergy's prior consent (such consent not to be unreasonably withheld or delayed).

29. 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.

30. 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.

31. 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, or invalidate any affected entries, subject to the approval of the Gaming and Wagering Commission (WA) or other relevant authorities, if and only to the extent required.

32. None of Synergy and its associated agencies and companies are liable to any Eligible Participant, Registered Visitors 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 (including relating to Trails and Community Trails), 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).

33. 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.

34. 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](http://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 and the first name and location of persons who create Community Trails 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).

35. 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 only to the extent required.

36. These Terms are governed by and to be interpreted in accordance with the laws of Western Australia.