

## Kondinin Christmas Market Energy Competition Terms and Conditions

1. The “**Kondinin Christmas Market Energy 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 Thursday 12 December 2024 at 5:00pm WST and closes at 9:00pm WST on Thursday 12 December 2024 (**Competition Period**).

### *Eligibility*

3. To be eligible to enter the Competition, you must be 18 years of age or over (if an individual) prior to the commencement of the Competition and a named Synergy residential account holder 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.

### *The Competition*

5. To enter the Competition, Eligible Participants must complete the energy efficiency quiz and submit their contact details, including their full name, residential and email address and contact number, to Synergy at the Synergy stall at the Pride Fest WA Fairday during the Competition Period.
6. Each Eligible Participant may only enter the Competition once. Duplicate entries will be removed, including where Synergy, acting reasonably, finds that an Eligible Participant has entered the Competition more than once by providing different personal contact details for each entry.
7. 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.

### *Prize*

8. The prize is a \$100 Synergy account credit (**Prize**) to be applied by Synergy to the Winner’s next Synergy bill after the Draw. The Prize is valued at \$100 (excluding GST). The total Prize pool value is \$300 (excluding GST).
9. There will be 1 (one) Prize awarded to up to 3 (three) Eligible Participants who enter the Competition (**Winners**), selected at random in a draw conducted by a Synergy representative after the Competition Period but before 5:00pm WST on Friday 20 December 2024 at the Synergy office at 152-158 St Georges Terrace, Perth, WA, 6000 (**Draw**). The Winners will each be notified by phone or email following the Draw. A 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.
10. The Prize must be taken “as offered” and cannot be varied, extended, transferred, exchanged or “cashed-out”.
11. If the Prize is unavailable for any reason, Synergy reserves the right to offer a substitute prize of equivalent value.
12. 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*

13. 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 one year 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, 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).
14. 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.
15. 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.
16. 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, 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.
17. None of Synergy and its associated agencies and companies are liable to any Eligible Participant 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 or acceptance, transportation, delivery or use of the Prize, 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).
18. 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.
19. 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, 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).
20. 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.
21. These Terms are governed by and to be interpreted in accordance with the laws of Western Australia.