

# GAME OF SKILL COMPETITION – HAY MATE WEEKEND

## TERMS AND CONDITIONS

### 1. INTRODUCTION

- a) Information on how to enter and Prize details form part of these Terms and Conditions.
- b) By participating in the Competition, entrants accept and agree to be bound by these Terms and Conditions. For the avoidance of doubt, the Terms and Conditions include the attached Schedule.
- c) Entries must comply with these Terms and Conditions to be valid.
- d) Where there is an inconsistency between the Schedule and Items 1 to 10 of these Terms and Conditions, the Schedule will prevail.

### 2. PRIVACY

The Promoter is committed to maintaining your privacy. Any personal information collected by the Promoter is to assist it and its business partners in conducting the normal operations of its business. Any information collected by the Promoter will be stored in accordance with the Privacy Act and Principles and the Promoter's Privacy Policy as outlined on their website ([www.essentialenergy.com.au/privacy](http://www.essentialenergy.com.au/privacy)).

### 3. WHO CAN ENTER COMPETITION

- a) If the Schedule permits entrants to be under the age of 18 years, such entrants must seek permission from their parent or guardian to enter.
- b) Any person who is excluded from entering the competition will be outlined in the Schedule.

### 4. HOW TO ENTER COMPETITION

- a) To enter, each entrant must comply with the 'How to Enter' section of the Schedule.
- b) If the Schedule permits entrants to submit more than one entry, each entry must be unique and submitted separately.

### 5. PRIZES

- a) Each Prize is not transferrable, exchangeable or redeemable for cash.
- b) If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
- c) Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
- d) All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
- e) A winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.

### 6. HOW THE WINNER(S) ARE DETERMINED

- a) The Competition is a game of skill. Chance plays no part in determining the winner(s).
- b) At the time and date specified in the "Winner Determination" section of the Schedule, each valid entry will be judged individually on its merits by the Judges based on the "Content Criteria" outlined in the Schedule.

- c) The winning entry or entries will be the entry or entries that best satisfy the Content Criteria, as determined at the discretion of the Judges.
- d) The number of winning entries to be selected will be the same as the total number of Prizes specified in the Schedule.
- e) The Judges' decision will be final and binding and no correspondence with entrants or any other person will be entered.
- f) Each winner will receive a Prize.

#### **7. NOTIFICATION AND CLAIMING THE PRIZE(S)**

- a) The Promoter will provide each winner with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's instructions.
- b) The Promoter reserves the right to request each winner to provide proof of their identity and/or proof they were responsible for the winning entry.
- c) Each winner agrees to participate and cooperate, as required, to reasonable publicity, including video footage, photographs, editorial for publication, media interviews and publications by the Promoter.

#### **8. UNCLAIMED PRIZES**

- a) The Promoter will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their Prize. If a winner cannot be identified or fails to claim the Prize within three (3) months of the date on which the winners are determined, their Prize is forfeited and will be awarded to the next best entry.
- b) Each winner of an unclaimed Prize will be determined and notified in accordance with Items 6 and 7.

#### **9. TERMINATION OF COMPETITION**

The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws

#### **10. NO LIABILITY**

Any Prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

## SCHEDULE

<b>Competition Name</b>	Hay Mate Weekend
<b>Promoter</b>	Essential Energy ABN 37 428 185 226 8 Buller Street, Port Macquarie NSW 2444 Phone: 13 23 91
<b>Entry – residency restriction</b>	The Competition is open to all Essential Energy network members who complete an entry during the Competition Period. Proof of residency may be required.
<b>Entry – age restriction</b>	The competition is open to all entrants who are 18 years of age or above.
<b>Entry – employee restriction</b>	Employees, contractors and family members of Essential Energy and Essential Energy’s marketing suppliers, are not permitted to enter the Competition.
<b>Competition Period</b>	The Competition opens at 5pm, Tuesday 9 <sup>th</sup> October 2018 and closes at 12pm, Sunday 14 <sup>th</sup> October 2018.
<b>How to Enter</b>	To enter the Competition, each entrant must, during the Competition Period: Complete a valid answer to the question ‘What do you love about rural living/farming?’. A valid answer is one that addresses the question within the specified limit of twenty-five words or less.
<b>Content Criteria</b>	The winner/s will be judged against the following criteria: <ul style="list-style-type: none"><li>• Creativity and originality of response</li><li>• Accuracy of response</li><li>• Being within the specified limit of twenty-five words or less</li></ul>
<b>No. of entries permitted</b>	One per person.
<b>Entry Receipt</b>	The time each entry is received will be the time the entry form is put in the voting box.
<b>Prize(s) description</b>	Two nights of accommodation at a Tamworth hotel \$200 daily for food at the hotel \$200 fuel voucher Two tickets to attend the Hay Mate concert Meet and greet with artist at the concert (if artist is unavailable for any reason at the time of the scheduled ‘meet and greet’ this element of the prize will be voided without recompense.
<b>Total number of prizes</b>	Two of each element of the prize pool are available to win.
<b>Total prize pool</b>	Four nights of accommodation at a Tamworth hotel \$400 daily for food at the hotels \$400 in fuel vouchers Four tickets to attend the Hay Mate concert Meet and greets with artist at the concert for a total of four people(if artist is unavailable for any reason at the time of the scheduled ‘meet and greet’ this element of the prize will be voided without recompense.

<b>Judges</b>	David Beard – Corporate Communications Manager – Essential Energy, Emily Swift – Corporate Marketing Manager – Essential Energy.
<b>Winner Determination</b>	The competition will be judged, and the winner(s) determined, at or around 10am, Monday the 15 <sup>th</sup> of October 2018 at 8 Buller Street, Port Macquarie NSW 2444.
<b>Winner Notification</b>	The winner(s) will be notified by Facebook instant messenger on Monday the 15 <sup>th</sup> of October 2018.
<b>Results Publication</b>	The winner(s) name(s) will be published on Essential Energy's website – <a href="http://www.essentialenergy.com.au/competitions">www.essentialenergy.com.au/competitions</a> , along with the Essential Energy Facebook, Instagram and Twitter accounts.