

## GAME OF CHANCE COMPETITION

### 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 for the sole purposes of contacting the winner and providing demographic details around the Competition, and the event where the Competition is being run, and will not be used for any other purposes, without consent, unless required by law. 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, there may be additional requirements for the entrant to enter, or should they win, and these, if they apply, will be contained within the Schedule.
- 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 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 IS DETERMINED**

- a) The Competition is a game of chance.
- b) At the time and date specified in the “Winner Determination” section of the Schedule, the winning entry will be chosen at random from the competition entry list.
- c) The number of winning entries to be selected will be the same as the total number of Prizes specified in the Schedule.
- d) Each winner will receive a Prize.

## **7. NOTIFICATION AND CLAIMING THE PRIZE**

- 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 PRIZE**

- 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 re-drawn subject to any approval or directions of a relevant regulatory authority.
- 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>	Essential Energy Win a Generator Competition
<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 Henty Machinery Field Days Co-operative Limited attendees who reside within Essential Energy’s network area and who complete an entry during the Competition Period. Proof of residency may be required.
<b>Entry – age restriction</b>	No age restriction, however, where the entrant is under 18 years of age and is drawn as the winner, the written consent of a parent / guardian is required prior to the prize being awarded and, in the event that consent is not forthcoming within a period of three (3) months the prize will be considered unclaimed, and a re-draw will be conducted as outlined in the terms and conditions.
<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 8.00am, Tuesday 19 September 2023 and closes at 2pm, Thursday 21 September 2023.
<b>How to Enter</b>	To enter the Competition, each entrant must, during the Competition Period: Complete an entry form via a QR Code at the Essential Energy site, at Henty Machinery Field Days during the Competition Period.
<b>No. of entries permitted</b>	No limit, but the Promoter reserves the right to place a limit on the number of entries from one person during the competition should the level of entries from that person be considered unreasonable at the Promoter’s complete discretion.
<b>Entry Receipt</b>	The time each entry is received will be the time the entry is entered electronically in the voting list.
<b>Prize(s) description</b>	One (1) Honda EU22i 2.2kVa Inverter Generator
<b>Total number of prizes</b>	One (1)
<b>Total prize pool</b>	Over \$2300.00
<b>Judges</b>	Two (2) Essential Energy employees attending Henty Machinery Field Days 2023
<b>Winner Determination</b>	The competition will be randomly drawn electronically at approximately 2.30pm on Thursday 21 September 2023 at Essential Energy’s Henty Machinery Field Days, Block S Site 941.
<b>Winner Notification</b>	The winner will be notified by telephone immediately after winner determination, subject to their availability by telephone.
<b>Results Publication</b>	The winner name will be published on Essential Energy’s website – <a href="http://www.essentialenergy.com.au/competitions">www.essentialenergy.com.au/competitions</a> .
<b>Permit No.</b>	NSW Fair Trading – No permit required when prize is valued under \$10 000.