



## ESSENTIAL ENERGY VIDEO & RADIO AD COMPETITION

### Terms and Conditions:

#### KEY TERMS

Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

#### ELIGIBLE ENTRANTS

Entry is open to primary schools registered to participate in Electricity Safety Week (ESW) 2020 and who receive a prize pack from Essential Energy. To register, please go to [www.essentialenergy.com.au/education](http://www.essentialenergy.com.au/education). Schools must be located within Essential Energy's network area that have students in Year 4, Year 5 or Year 6. To confirm whether your school is within Essential's network area, please go to <https://www.essentialenergy.com.au/about-us/our-network-area>. Entries are to be made on behalf of the primary school by the principal or a teacher employed at the primary school. Entries can be from individual students or teams of students, however there can be no more than 3 members in each team.

#### HOW TO ENTER

Entries will comprise a video/radio recording made by the students at the primary school submitting the entry.

To enter, each entrant must, during the Entry Period, submit their entry and complete the online entry form by visiting [essentialenergy.com.au/adcomp](http://essentialenergy.com.au/adcomp) and completing the online entry form and uploading their entry via a file sharing site and providing the link to the file in the entry form. The file name should include the school name and student/s initials.

#### LIMITS ON ENTRY

Multiple entries will be accepted for each primary school; however, each entry must be unique and submitted separately.

#### ENTRY PERIOD

The competition commences 9am Tuesday 21 July 2020 and closes 5pm Friday 23 October ("Entry Period").

#### JUDGING DATES

Judging will take place from Monday, 26 October and Friday, 6 November 2020 (inclusive) at the Essential Energy Office located at 8 Buller Street, Port Macquarie NSW 2444. All entries will be judged individually on their merits based on creativity and effectiveness in conveying the chosen safety message. Entrants can select one of the following safety messages or design their own electricity safety message.

1. Stay clear when powerlines are near – electricity can jump
2. Stay safe and at least 8 metres away from fallen powerlines
3. Electrical appliances can bite, if they're not used right
4. If you feel a shock or a tingle from a tap or an electrical appliance, tell an adult to report it immediately
5. Keep away from electrical equipment and enclosures – leave it to the experts!

The best valid entry, as determined by the judges, will receive a prize. Entries will be judged by a panel of judges from Essential Energy.

#### PRIZE DETAILS

There will be one (1) major prize awarded and one (1) runner up prize:

##### Major winner:

Best and most creative or innovative representation of an existing electricity safety message (representation of one of the five key messages above).

Prize consists of a:

- \$1,000 donation to the school P&C Association to be used on a safety improvement for the school and
- Tobbie the Robot valued at \$69.95 (inc. GST) for each student from the winning entry (maximum of three students per team)

##### Runner up:

Highly commended prize awarded to the runner up team. Prize consists of a 4M - KidzRobotix - Doodling Robot valued at \$33.95 (inc. GST) for each student in the team (maximum of three students per team).

Total value of prize pool = approx. \$1311.70. All prize values are correct as at April 2020 and are in Australian Dollars, but to the extent permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the prize after that time.

#### PRIZE DELIVERY

Prizes will be delivered to the winner(s) within [28] days of the close of the Entry Period. Each prize will be mailed to the address provided in the entry form supplied by the entrant and will be redeemed in Australia only. Prizes (that are not cash) are not redeemable for cash.

#### NOTIFICATION OF WINNERS

Winners will be notified in writing by email on or by Friday 13 November 2020. The names of winners will be published on the competition webpage on Friday 13 November [essentialenergy.com.au/adcomp](http://essentialenergy.com.au/adcomp)

#### FURTHER DETAILS

1. As entrants are required to upload a video/radio recording to enter, entrants must adhere to the following conditions:
  - a. by submitting a video/radio recording, entrants agree to the video/radio recording being made available for public viewing;
  - b. any person depicted in a video/radio recording uploaded must be decently dressed and presented;





## ESSENTIAL ENERGY VIDEO & RADIO AD COMPETITION

- c. all video/radio recordings are subject to the approval of the Promoter. The Promoter reserves the right to vet all entries at any time and reserves the right to request the removal of any entries from any Platform or such websites at any time in its absolute discretion. However, the Promoter is not responsible for any video/radio recording uploaded to any Platform (as defined in clause 18) or website and visitors to the site view it at their own risk;
  - d. entrants must own the copyright of any material in the video/radio recording uploaded or be entitled and have permission to use the material in the manner contemplated by these terms, including its use for promotional purposes in accordance with clauses 16 and 17;
  - e. the entrant must have the permission of each person featured in the video/radio recording, and/or, if any other person is under the age of 18, the permission of their parent or legal guardian, to enter the video/radio recording in accordance with these terms and conditions, including consent to each condition in this clause 1, and agrees to supply the Promoter (on request) evidence that these permissions have been obtained; and
  - f. entrants must notify each other person featured in the video/radio recording, or, if any other person is under the age of 18, that person's parent or legal guardian, of the Promoter's privacy policy (located at: <https://www.essentialenergy.com.au/privacy>) and each person or parent or legal guardian (as the case may be) has agreed to that privacy policy.
2. Entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will not be accepted.
  3. This competition is a game of skill. Chance plays no part in determining the winner(s). The judges' decision is final and binding – no correspondence will be entered into.
  4. All ancillary costs including but not limited to insurance, taxes (excluding GST), meals, drinks, transport, transfers, spending money, fuel, oil and services costs, safety gear to comply with state and territory regulations, in-room charges and any and all other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner.
  5. Prizes are not transferable and are not redeemable for cash. In particular, prizes may not, without the prior consent of the Promoter and any applicable third party supplier of the prize ("Supplier"), be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and if the prize is a ticket, the winner and any person has purchased or otherwise bears that ticket will be refused entry.
  6. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same conditions.
  7. If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
  8. All reasonable attempts will be made to contact the winners. If a winner does not claim their prize within 14 days of being notified, their entry will be deemed invalid and the Promoter may award their prize to the next best entry determined by the judges.
  9. If an entrant's contact details change at any time after the date which they enter the competition, that entrant must notify the Promoter of their correct contact details immediately using the Promoter's contact details set out in clause 20.
  10. The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any entrant who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
  11. The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to the competition, except for any liability which cannot be excluded by law.



## ESSENTIAL ENERGY VIDEO & RADIO AD COMPETITION

12. Any prize supplied by a third-party supplier is subject to the terms and conditions of that third-party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third party supplier or otherwise as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
13. If in the conduct of this competition, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the Competition and Consumer Act 2010 (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.
14. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.
15. Before the prize is awarded, the winner and any other person(s) sharing the prize with the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.
16. Entrants consent for themselves and on behalf of their students to the Promoter using their (and their students') name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
17. Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party. If the entry or any part of the entry is provided to the entrant by a third party, the entrants warrant that they have obtained the relevant copyright and other intellectual property rights permission to submit the entry for the purposes of this competition. Further, entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry (including but not limited to amending, editing, selecting, cropping, retouching, adding to or deleting from any part of the submitted entry) for the purposes of the Promoter's business including for promotional purposes without the payment of any further fee or compensation. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry.
18. "Platform" means Websites, Facebook, Twitter, Youtube, Vimeo or Instagram as applicable. Entrants acknowledge that use of the Platform is subject to the terms and conditions of that Platform. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of any of the Platforms, including the decision of any Platform to remove or not remove any photographs or video/audio recordings, except for liability which cannot be excluded by law.
19. In particular, the thoughts and views expressed on each of the Platforms, are only the thoughts and views of the individual that posted them. They are not representative of the opinions of the Promoter, nor does the Promoter confirm, guarantee or warrant the accuracy, completeness or usefulness of any post. This competition is in no way sponsored, endorsed or administered by or associated with any Platform. It is a condition of entry that each entrant grants a complete release to the Platform from any claims that they now have or may have in the future which relate to or are incidental to this competition.
20. Entries remain the property of the Promoter. Details from entries will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors - including call centres, advertising agencies and direct mail houses - for the purpose of processing and conducting the competition) and for promotional purposes, public statements and advertisements surrounding this competition. For the purposes of public statements and advertisements, the Promoter will only publish the name of the winner's school (including address details). By entering this competition entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). A copy of the Promoter's privacy policy is available here: <https://www.essentialenergy.com.au/privacy>. Entrants may access, change and/or update their personal information by contacting the Promoter on 02 9212 3888 during office hours or contact the Promoter in writing at [essential@primary-pr.com](mailto:essential@primary-pr.com).
21. These conditions are governed by the laws of New South Wales.
22. The Promoter is Essential Energy (ABN 37 428 185 226) of PO Box 5730 NSW 2444. Phone 13 23 91.

Entrants agree to indemnify the Promoter, its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to or resulting from a breach of the warranty set out in this condition.