

## Electric Vehicle Ownership

### SURVEY COMPETITION 2022 - 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 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 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(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 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>	Electric Vehicle Ownership – Survey Competition 2022
<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 residents in Essential Energy’s network area who complete an entry form 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 or, if under 18 years of age, with parent/guardian consent
<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 9am on 4 August 2022 and closes at 5pm on August 26, 2022.
<b>How to Enter</b>	To enter the Competition, each entrant must, during the Competition Period: Complete the entry form by completing and submitting the Electric Vehicle Ownership survey and include their email address at Question 12. The email address will only be used to notify the winner.
<b>No. of entries permitted</b>	One entry for per address where an electric vehicle/s is charged is permitted.
<b>Entry Receipt</b>	The time each entry is received will be the time the entry is entered electronically in the survey response.
<b>Prize(s) description</b>	One (1) Australia Post Gift Card by Mastercard valued at \$200.00
<b>Total number of prizes</b>	One (1)
<b>Total prize pool</b>	\$200.00
<b>Judges</b>	Two Essential Energy employee/s reviewing entries following entries closing, with a random draw to take place.
<b>Winner Determination</b>	The competition will be randomly drawn on 29 August 2022 at an Essential Energy office/workplace.
<b>Winner Notification</b>	The winner(s) will be notified by the email provided on the survey entry form on 30 August 2022.
<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>
<b>Permit No.</b>	NSW Fair Trading – No permit required when prize is valued under \$10 000.