

## Smart Energy Quiz Terms & Conditions

1. **Interpretation of terms and conditions:** These terms and conditions ('**Terms and Conditions**') apply to the promotion of a prize draw ('**Prize Draw**') for the Smart Energy Quiz ('**Promotion**'). In these Terms and Conditions, unless the context requires otherwise:
    - a. a reference to a 'clause', is a reference to a clause of these Terms and Conditions;
    - b. capitalised terms have the meaning given to them in the relevant clause;
    - c. the singular includes the plural and the plural includes the singular; and
    - d. 'including' and similar expressions are not words of limitation.
  
  2. **Promoter:** The promoter of the Promotion is Regional Power Corporation ABN 57 955 011 697 (trading as Horizon Power) as established under section 4(1)(d) of the *Electricity Corporations Act 2005* (WA) of Stovehill Road, Karratha, Western Australia ('**Horizon Power**').
  
  3. **Promotion Period:** The Promotion commences at 9:00 am on Friday 20 October 2023 and ends at 2:00 pm on Saturday 21 October 2023 Australian Western Standard Time (**AWST**) ('**Promotion Period**').
  
  4. **Eligibility criteria:** Subject to clause 5, entry into the Promotion is open to entrants ('**Entrants**') who:
    - a. are Western Australian residents;
    - b. are over the age of 18 years or if under the age of 18 years have the consent of their parent or legal guardian to enter the Promotion; and
    - c. reside at a premises which has a residential energy supply account with the Promoter on the A2 Residential Tariff (being the standard residential tariff applied by the Promoter for the sale of electricity to private dwellings (houses, home units, flats, apartments) used solely for residential purposes).
  
  5. **Excluded entrants:** Entrants are ineligible to enter this Promotion if they:
    - a. do not satisfy the eligibility criteria set out in clause 4;
    - b. are an employee of Horizon Power; or
    - c. are an immediate family member of a director, manager, employee or agent of Horizon Power, its related bodies corporate or any agency associated with this Promotion.
- For the purpose of this clause, "an immediate family member" means spouses, de-facto, children, step-children, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
6. **Entry process:** To enter the Prize Draw, Entrants must:
    - a. complete a short, 5 question, multiple-choice energy quiz via the digital entry QR code or printed energy quiz sheets; and
    - b. answer all 5 questions correctly prior to the end of the Promotion Period.
  
  7. **Cost of Entry:** There is no cost associated with entering the Prize Draw.

8. **Access to the Quiz:** The Promoter makes no guarantee regarding uninterrupted or secure access to the multiple-choice energy quiz.
9. **Invalid entries:** The Promoter accepts no responsibility for incomplete, incorrectly submitted, delayed or misdirected entries into the Prize Draw.
10. **Maximum number of entries and prizes:** An Entrant is only permitted to complete and submit one entry. The Promoter has the right to remove any entries that appear to be duplicates or multiple entries from the same Entrant.
11. **Draw date and method:** The winners of the Prize Draw ('Prize Winners') will be selected at random using an online name generator from all the eligible Entrants at [www.commentpicker.com/random-name-picker.php](http://www.commentpicker.com/random-name-picker.php) or, if that name generator is unavailable or inaccessible, such other online name generator as Horizon Power may in its sole discretion choose. This will be performed at Horizon Power stand at the Esperance Show, Esperance & Districts Agricultural Showgrounds, Esperance at 2:00pm pm AWST at the end of the Promotion Period.
12. **Results final:** Subject to these Terms and Conditions, the results of the Prize Draw are final and no correspondence will be entered into.
13. **Notification:** The Prize Winners will be:
  - a. announced in accordance with clause 11;
  - b. notified by email sent within five business days of the Prize Draw;
  - c. announced on the Horizon Power website within five business days of the Prize Draw; and
  - d. announced on the Horizon Power corporate Facebook page within five business days of the Prize Draw.

**Prize:** There are two separate prizes which are '1<sup>st</sup> Prize - a signed by Josh Kennedy WCE Jersey and a signed by Josh Kennedy WCE Sherrin leather football; 2<sup>nd</sup> Prize - a signed by Josh Kennedy WCE junior football and a signed by Josh Kennedy Horizon Power cap (jointly referred to as the "Prizes" and individually as a "Prize") ('Prize'). The Prizes will be available for collection from Horizon Power, 143 Sims Street, Esperance, WA 6450

14. The total value of the Prize Draw is \$240 (inclusive of GST). If the Prize Winner is under the age of 18 years, the Prize will be awarded to the Prize Winner's parent or legal guardian.
15. **Collection of Prize:** The Prize Winner or the parent or legal guardian of the Prize Winner if the Prize Winner is under 18 years of age, will be required to:
  - a. confirm acceptance of the Prize within ten business days of notification in accordance with clause 13;
  - b. collect the Prize within twenty business days of notification in accordance with clause 13;
  - c. provide evidence of their identity when collecting the Prize; and
  - d. cover the costs associated with collecting and using the Prize.

If a Prize Winner does not confirm acceptance of the Prize or collect the Prize in accordance with this clause 15, the Prize Winner will forfeit the Prize.

16. **No transfer of prizes:** The Prize will be provided by Horizon Power and must be taken by the Prize Winners as stated and is not transferrable. The Prize is not exchangeable for an alternative prize, including other goods, services or cash.
17. **Waiver of liability and additional documentation:** As a condition of accepting a Prize and to the extent permitted by law, each Prize Winner acknowledges and agrees to release Horizon Power from any liability in connection with or, in respect of, any loss as a consequence of the Prize.
18. **Breach of terms:** If Horizon Power determines, in its sole and absolute discretion, that a Prize Winner has breached these Terms and Conditions, then the Prize Winner must promptly return their Prize to Horizon Power upon receiving a request to do so.
19. **Reservation of rights:** Horizon Power reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend the Promotion at any time.
20. **Limit of liability:** Horizon Power and others associated with this Promotion and their respective related bodies corporate, officers, employees, contractors, and agents will not be held liable during or after the Promotion Period, for any loss, damage, injury or death whatsoever which is suffered or sustained (including but not limited to direct, indirect and consequential loss and including but not limited to any loss, damage, injury or death arising from any person's negligence) in connection with:
  - a. this Promotion;
  - b. the promotion of this Promotion;
  - c. the installation or any use of any Prize;
  - d. the costs associated with collecting and using the Prize;
  - e. the value of the Prize; and
  - f. any tax liability incurred by a Prize Winner or eligible Entrant;

except for any liability which cannot be excluded by law (in which case the liability is limited to the minimum allowable by law).

Participation in the Promotion is at the eligible Entrants own risk and cost.

21. **Acceptance of Terms and Conditions:** Eligible Entrants accept and agree to abide by the Terms and Conditions upon completion of the entry process in accordance with clause 6.
22. **Force majeure:** If any act, omission, event or circumstance (including any COVID-19 related events) occurs which is beyond the reasonable control of Horizon Power or which prevents Horizon Power from complying with these Terms and Conditions, Horizon Power will not be liable for any failure to perform or delay in performing its obligations.
23. **Intellectual property:** Any entries submitted, in accordance with clause 6, as part of the Promotion becomes the property of Horizon Power. By submitting an entry, the Entrant warrants that they own the intellectual property in the entry submitted.

24. **Personal information:** This clause 24 sets out the basis on which Horizon Power may use an Entrant's personal information, such as their name, age and town of residence (**'Personal Information'**).
- a. Entrants warrant that any Personal Information that they provide to Horizon Power is accurate.
  - b. Entrants irrevocably consent to Horizon Power using any Personal Information which they submit in connection with this Promotion on an on-going basis for any purposes connected with Horizon Power's business, including the conduct of the Promotion and publication of Prize Winners.
  - c. Horizon Power's use of an Entrant's Personal Information in accordance with this clause 24 may involve:
    - i. providing the Prize to the Prize Winner;
    - ii. publication in any media (including our websites and in print); and
    - iii. disclosure to third parties (including State and Territory lottery departments and Horizon Power's contractors) in connection with Horizon Power's business.
  - d. Entrants will not be entitled to receive any remuneration or notice in relation to the Horizon Power's use of their Personal Information in accordance with this clause 24.
  - e. Horizon Power will comply with the Australian Privacy Principles in the *Privacy Act 1988* (Cth) (**'Privacy Act'**). Horizon Power also has a Privacy Policy, which is available on request or on Horizon Power's website at <http://horizonpower.com.au/privacy-policy/> (**'Privacy Policy'**). Horizon Power will use any Entrant's Personal Information in accordance with the Privacy Act and its Privacy Policy.
25. **Governing law and jurisdiction:** These Terms and Conditions are governed by the laws applicable in Western Australia. The Entrants and Horizon Power irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia in respect of any proceedings arising out of or in connection with the Terms and Conditions.