

## **EASY WAYS TO SAVE COMPETITION**

### **TERMS AND CONDITIONS OF ENTRY**

#### **Important notes:**

- This document, together with the additional information set out on Horizon Power's website and Facebook's standard terms and policies, form the terms and conditions ('Terms and Conditions') for The Easy Ways to Save Competition ('Promotion').
- Entry into this Promotion is deemed acceptance of these Terms and Conditions.
- **Do not** enter this Promotion if you do not accept or cannot comply with these Terms and Conditions.

1. **Promoter:** The promoter of this Promotion is Regional Power Corporation ABN 57 955 011 697 of Stovehill Road, Karratha, Western Australia trading as Horizon Power ('Horizon Power' or 'Promoter').
2. **Promotion Period:** The Promotion commences 12:01am (Australian Western Standard Time) on Friday 1 July 2016 and ends at 5:00pm (Australian Western Standard Time) on Wednesday 31 August 2016 ('Promotion Period').
3. **Eligibility criteria:** Subject to clause 4, entry is open to entrants ('Entrants') who:
  - a) are Western Australian residents;
  - b) are aged 13 years or over; and
  - c) reside at a premises which has a residential account with the Promoter on the A2 tariff.
4. **Excluded entrants:** You are ineligible to enter this Promotion if you:
  - a) do not satisfy all three of the eligibility criteria set out above; or
  - b) are an immediate family member of a director, manager, employee or agent of the Promoter, its related bodies corporate or any agency associated with this Promotion.
5. **Entry process:** To enter the Promotion, you must follow this process prior to the end of the Promotion Period:
  - a) access the Horizon Power corporate Facebook page at <https://www.facebook.com/HorizonPowerWA/> and open the link to the Promotion;
  - b) click on the relevant box on the Facebook page to confirm you are either:
    - (i) aged over 18 years and have read and agree to these Terms and Conditions; or
    - (ii) aged under 18 and have a parent or guardian to consent to enter the Promotion on your behalf by completing the consent form on the Facebook page and agreeing to these Terms and Conditions; and
  - c) complete a short, 3 question, multiple-choice quiz and share your tip on the best and easiest way to save energy. You can find energy saving tips which may help by visiting our website at [www.horizonpower.com.au](http://www.horizonpower.com.au) under the 'Being energy efficient' tab.

6. **Invalid entries:** The Promoter accepts no responsibility for incomplete, incorrectly submitted, delayed or misdirected entries.
7. **Maximum number of entries:** An Entrant is permitted to complete and submit one entry only. The Promoter has the right to remove any entries that appear to be duplicates or multiple entries from the same Entrant.
8. **Judging:** The winner of this Promotion will be judged by a panel of judges at midday (Australian Western Standard Time) on Monday 5 September 2016 at 18 Brodie Hall Drive, Bentley WA 6102. The results of the judging are final and no correspondence will be entered into.
9. **Judging criteria:** The winner of this Promotion will be decided on the basis of the accuracy of their answers to the 3 multiple-choice questions and the creativity of their '*Easy Ways to Save Competition*' energy efficiency tip. On this basis, this Promotion is a game of skill and not a game of chance.
10. **Notification:** The Prize winner will be:
  - a) notified by mail sent within five business days of the judging;
  - b) announced on the Horizon Power website within five business days of the judging;
  - c) announced on the Horizon Power corporate Facebook page within five business days of the judging; and
  - d) announced in the November/December 2016 edition of the Promoters' customer magazine, *On the Horizon*.
11. **Prizes:** The most accurate and creative eligible Entrant, as voted by the judges, will win \$5,000, payable only by electronic funds transfer into the Prize winners bank account. The total value of this Prize is \$5,000 cash (inclusive of GST).
12. **No transfer of Prizes:** The Prize must be taken as stated, is not transferable to another person or exchangeable for other goods and services.
13. **Right to re-judge:** The Promoter reserves the right to re-judge the Promotion if a Prize-winner has not complied with these Terms and Conditions or does not claim their Prize by 1 October 2016. In these circumstances, the Promoter will re-judge the Promotion at midday on 17 October 2016 at 18 Brodie Hall Drive, Bentley WA 6102, subject to any written direction given by applicable law. Any re-judged winner will be:
  - a) notified by mail sent within five business days of the re-judging;
  - b) announced on the Horizon Power website within five business days of the re-judging;
  - c) announced on the Horizon Power corporate Facebook page within five business days of the re-judging; and
  - d) announced in the following edition of Promoters' customer magazine, *On the Horizon*.
14. **Additional documentation:** As a condition of accepting the Prize, the Prize winner must sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.
15. **Breach of terms:** If the Promoter finds that the Prize winner has breached these Terms and Conditions, then the Prize winner must promptly return their Prize to the Promoter upon receiving a request to do so.

16. **Reservation of rights:** The Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this Promotion at any time.
17. **Limit of liability:** The Promoter and others associated with this Promotion and their respective related bodies corporate, officers, employees, contractors, and agents will not be held liable 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 this Promotion, the promotion of this Promotion, the installation or any use of any Prize, except for any liability which cannot be excluded by law (in which case the liability is limited to the minimum allowable by law).
18. **Facebook:** The Entrant acknowledges that this Promotion is not associated with Facebook and that Facebook will not be held liable 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 this Promotion, the promotion of this Promotion, the installation or any use of any Prize, except for any liability which cannot be excluded by law (in which case the liability is limited to the minimum allowable by law).
19. **Force majeure:** If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter or which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations.
20. **Intellectual property:** Any '*Easy Ways to Save Competition*' tip which is submitted as part of the Promotion becomes the property of the Promoter. By submitting an entry, you warrant that you own the intellectual property in the entry you submitted.
21. **Personal information:** This clause 21 sets out the basis on which the Promoter 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 the Promoter is accurate;
  - b) Entrants irrevocably consent to the Promoter using any Personal Information which they submit in connection with this Promotion on an on-going basis for any purposes connected with the Promoter's business, including the conduct of the Promotion and publication of Prize winners;
  - c) the Promoter's use of an Entrant's Personal Information in accordance with this clause 21 may involve:
    - (i) publication in any media (including our websites, in print and on television); and
    - (ii) disclosure to third parties (including State and Territory lottery departments and the Promoter's contractors) in connection with the Promoter's business;
  - d) Entrants will not be entitled to receive any remuneration or notice in relation to the Promoter's use of their Personal Information in accordance with this clause 21; and
  - e) the Promoter complies with the Australian Privacy Principles in the *Privacy Act 1988* (Cth) ('Privacy Act'). The Promoter also has a Privacy Policy, which is available on request or on the Promoter's website at <http://horizonpower.com.au/privacy-policy/> ('Privacy Policy'). The Promoter will use any Entrant's Personal Information in accordance with the Privacy Act and its Privacy Policy.
22. **Governing law:** These Terms and Conditions are governed by the laws of Western Australia.