



RED ENERGY'S "AQUATHON EVENT DAY COMPETITION"

TERMS AND CONDITIONS

AS AT 14 JANUARY 2016

1. THE COMPETITION

- (1) Information on how to enter and prizes forms part of these Terms and Conditions. Entry in the Aquathon Event Day Competition (**Competition**) is deemed acceptance of these Terms and Conditions.
- (2) The Competition commences at 7:30am on 26 January 2016 and concludes at 11:15am on 26 January 2016, unless withdrawn earlier by Red (**Competition Period**).
- (3) The Competition is a game of chance.

2. PROMOTERS DETAILS

The promoter is Red Energy Pty Limited (ABN 60 107 479 372) of 2 William Street, Richmond East, Victoria 3121 (**Promoter**). Authorised under, NSW permit number LTPS/16/00490

3. ELIGIBILITY

- (1) Subject to clause 3(2), entry in the Competition is only open to residents New South Wales, Victoria, and South Australia who are aged 18 years or over (**Eligible Entrant**).
- (2) Employees and the immediate families of the Promoter and its affiliates and subsidiaries are not eligible to enter.
- (3) Employees and the immediate families of BATTOCCHIO, ROBERT t/as Robert Battocchio Fitness ABN 59 676 064 597 (Company) of Activate Events C/O: Your Smile Team, 149 Princess Hwy Fairy Meadow, NSW 2519 and its subsidiaries are not eligible to enter.
- (4) By entering into the Competition the Eligible Entrant agrees to be contacted by the Promoter for marketing purposes.
- (5) The Promoter reserves the right to verify the validity of each entry. The Promoter reserves the right to disqualify any person for tampering with the entry process or who otherwise does not comply with these Terms and Conditions.

4. HOW TO ENTER THE COMPETITION

- (1) To enter the Competition, an Eligible Entrant must:
 - (a) guess the number of items that are in a sealed container; and
 - (b) leave their full name and contact phone number on the entry form.



- (2) An Eligible Entrant who submits a valid entry will be an “Entrant” and their entry will be placed into the draw to be held in accordance with **clause 6**.
- (3) Entries received outside of the Promotional Period will be ineligible for entry. Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt.

5. THE PRIZE

- (1) The Promoter is offering Entrants the chance to win one (1) Gift Card to the value of \$500 in accordance with the terms of **clause 7 (Prize)**.
- (2) The total Prize pool is valued up to AUD\$500.

6. PRIZE WINNER

- (1) The first Entrant who correctly guesses or is closest to the number of items will win the Prize (**Winner**).
- (2) Within two (2) business days of the Prize Draw, the Promoter will notify the Winner by:
 - (a) telephone, at the telephone number registered with the Promoter on the entry form; and
- (3) publishing the Winner’s name on the Promoter’s website at: www.redenergy.com.au/termsandconditions. Within five (5) business days of the Prize Draw, the promoter will notify the Winner by publishing the Winner’s name in The Australian newspaper.
- (4) If a Winner:
 - (a) responds within 3 months from receipt of the notification referred to in clause 6(2), they will have been deemed to have accepted the Prize (**Winner’s Acceptance**); and
 - (b) fails to respond within 3 months from the receipt of the notification email referred to in clause 6(2), the Prize will be deemed unclaimed.
- (5) The Promoter may offer the prize to the next closest guess for unclaimed Prizes. Winners of any unclaimed Prizes will be notified in the manner set out in clause 6(2).

7. PRIZE DETAILS

- (1) The Prize will be supplied to the Winner in the form of one (1) gift card up to the value of AU\$500 (**Gift Card**).
- (2) The Gift Card can be used at JB HiFi stores where this mode of payment is accepted.
- (3) The Gift Card will not be replaced if it is lost or stolen



- (4) If a Prize or receipt of it incurs a tax liability, the Winner is liable for payment of such tax.
- (5) The Promoter's decision is final and no correspondence will be entered into.
- (6) Subject to the State legislation and (if required) the approval of any relevant gaming authorities, the Promoter reserves the right to substitute the Prize in whole (or any of its components), with a substitute prize of equal or greater value and the Winner will be notified accordingly.
- (7) Acceptance of the Prize is deemed consent for the Promoter to use the Winner's details and photographs for promotional, marketing and publicity purposes on the Promoter's website or in other forms of social media or on other websites or in any other media used by the Promoter for an indefinite time without any further attribution, reference, payment or other compensation to the Winner.
- (8) The Winner's name may be published on the Promoter's social media platforms.

8. PRIVACY

By entering this Promotion, each Entrant is taken to consent to the Promoter using the Entrant's personal information to administer the Promotion and disclosing the Entrant's personal information to organisations that assist the Promoter with administering the Promotion, and to third parties as required by law. If the information requested is not provided by the Entrant, the Entrant may not participate in the Promotion. For details about how the Promoter may use your information, and what your rights are under Australian privacy laws, please refer to the Promoter's Privacy Policy available at <https://www.redenergy.com.au/privacy>.

9. LIABILITY

- (1) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), or similar consumer protection laws in any other jurisdiction (**Non-Excludable Guarantees**).
- (2) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related bodies corporate (including their respective officers, employees and agents):
 - (a) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion; and
 - (b) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties, equipment malfunction, any delayed email, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure,



technical problems or traffic congestion on the internet or any website (whether or not under the Promoter or its related bodies corporates' control); (b) any theft, destruction, unauthorised access or third party interference of entries under this Promotion; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter or its related bodies corporate; (d) any tax liability incurred by the Winner or Entrant; or (e) use of a Prize.

10. VARIATIONS

- (1) Subject to the approval of any relevant gaming authorities, the Promoter reserves the right at its sole discretion to modify, suspend or terminate all or part of the Promotion, or disqualify and prohibit further participation in this Promotion, in the event that any portion of this Promotion is compromised by a virus, bugs, non-authorised human intervention, hackers or other causes beyond the reasonable control of the Promoter which, in the sole opinion of the Promoter, corrupts or impairs the administration, security, fairness, or proper conduct of the Promotion.
- (2) The Promoter reserves the right to update these Terms and Conditions from time to time for administrative reasons or to ensure efficient operation of the Promotion. Changes will be posted on the Promoter's website at www.redenergycompetition.com.au/aquathon.

11. GENERAL

- (1) Failure by the Promoter to enforce any one of these Terms and Conditions in any instance(s) will not give rise to any claim or right of action by any Entrant or Winner or other person.
- (2) The laws of New South Wales apply to this Promotion.