

BCNA AVONDALE FOOTBALL CLUB EVENT 2021 "WIN \$500 ELECTRICITY CREDIT" PROMOTION

TERMS AND CONDITIONS (AS AT 15 MAY 2021)

1. THE PROMOTION & PROMOTER'S DETAILS

- (1) Information on how to enter and prizes form part of these Terms and Conditions. Entry in the Avondale Football Club 2021 BCNA Pink Sports Day "WIN \$500 Electricity Credit" promotion' (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 11:00am (AEST), Saturday 15 May 2021 and closes at 5.00pm (AEST), Saturday 15 May 2021 (**Promotion Period**).
- (3) The Promotion is a game of chance.
- (4) The promoter is Red Energy Pty Limited (ABN 60 107 479 372) of 570 Church Street, Cremorne, Victoria 3121 (**Promoter**).

2. ELIGIBILITY

- (1) Subject to clauses 2(2) and 2(3), entry in the Promotion is only open to residents in Victoria who are aged eighteen (18) years or over (**Eligible Entrant**). Any entries received by any person who is not an Eligible Entrant will be void.
- (2) Employees and their immediate families of the Promoter and its affiliates and subsidiaries are not eligible to enter.
- (3) Employees and their immediate families of the Breast Cancer Network Australia (ABN 16 087 937 531) of 293 Camberwell Road, Camberwell Vic 3124, and its subsidiaries or associates are not eligible to enter.
- (4) 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.

3. HOW TO ENTER THE PROMOTION

- (1) To enter the Promotion, an Eligible Entrant during the Promotion Period must enter their contact details (including full name, mobile phone number and email address) on an entry form (**Entry Form**) at the Breast Cancer Network Australia event in Avondale on 15 May 2021, at 2 Canning Street, Avondale Heights VIC 3034 (**Event**).
- (2) An Eligible Entrant who submits a valid entry by following the process set out in clause 4(1), will be an "**Entrant**" and their entry will be placed into the draw held in accordance with clause 6. Each Eligible Entrant may only submit one (1) entry. Entries received outside of the Promotion 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.

4. THE PRIZE

- (1) The Promoter is offering Eligible Entrants the chance to win one prize, consisting of an amount of up to AUD500 (GST included) to be credited to an electricity supply contract with the Promoter for use on electricity usage and daily supply charges for a residential supply address located in Victoria, issued in accordance with the terms of clause 6 (**Prize**).
- (2) The total value of the Prize is up to a maximum of AUD500 (GST Included).
- (3) The value of the Prize is accurate and based upon the recommended retail price(s) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the Prize after that date.

5. PRIZE WINNERS

- (1) The Prize will be drawn by the Promoter via random selection at 5pm AEST on Saturday, 15 May 2021 at the Event (**Prize Draw**).
- (2) The first valid entry drawn at each event will win the Prize (**Prize Winner**). The Promoter's decision is final and no correspondence will be entered into.

- (3) The Prize Winner will be announced at the Event. If the Prize Winner is not still present at the Event, then within two (2) business days of the Prize Draw, the Promoter will notify the Prize Winner by:
 - (a) email, at the email listed on their Entry Form;
 - (b) telephone, at the telephone number registered on their Entry Form; and
 - (c) publishing the Prize Winner's details on the Promoters website at <https://www.redenergy.com.au/terms-and-conditions/>
- (4) If a Prize Winner:
 - (a) responds before Monday, 16 August 2021 they will have been deemed to have accepted their Prize (**Winner's Acceptance**); or
 - (b) fails to respond before Tuesday, 17 August 2021, their Prize will be deemed unclaimed.
- (5) The Promoter may conduct such further draws as necessary for any unclaimed Prizes (subject to the approval of the relevant gaming authorities in each State). The redraw will be conducted at the offices of Anisimoff Legal at Level 5, 492 St Kilda Road, Melbourne, Victoria 3000 at 12:00pm AEST on Wednesday, 18 August 2021, subject to any written direction given under applicable law. Any Prize Winner of an unclaimed Prize will be notified in the manner set out in clause 5(3), except for the announcement at the Event. Any further draws that may be required to allocate any Prize that remain unclaimed following the redraw held on Wednesday, 18 August 2021 will be conducted in accordance with the instructions of the relevant State gaming authorities.

6. PRIZE DETAILS

- (1) If a Prize Winner is not a customer of the Promoter at the time of their Winner's Acceptance, then in order to redeem the Prize, they must enter into an electricity supply contract with the Promoter within 6 calendar months of their Winner's Acceptance. On each billing cycle for up to twelve (12) calendar months following the Prize Winner becoming a customer of the Promoter, the Promoter will apply a credit to their electricity bill for each billing cycle until the value of the Prize has been exhausted. If a Prize Winner does not enter into an electricity supply contract with the Promoter prior to the date that is six (6) calendar months after their Winner's Acceptance, that Prize Winner will forfeit their Prize and will not receive any alternative prize. If this occurs the Prize will be an unclaimed prize and will be dealt with pursuant to clause 5(5) (subject to the approval of the relevant State gaming authorities).
- (2) If a Prize Winner is a customer of the Promoter at the time of their Winner's Acceptance, then on each billing cycle for up to twelve (12) calendar months following their Winner's Acceptance, the Promoter will apply a credit to their electricity bill for each billing cycle until the value of the Prize has been exhausted.
- (3) The Prize, or any unused portion of the Prize at the end of the twelve (12) calendar months under clauses 6(1) or 6(2) (as the case may be), cannot be refunded or converted into cash and is not transferrable to other persons or organisations.
- (4) It is a condition of accepting a Prize that the Prize Winner accepts the conditions applicable to the individual components of the Prize. The Prizes cannot be transferred, exchanged or redeemed for Cash.
- (5) Subject to 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 Prize Winners will be notified accordingly.

7. PRIVACY

- (1) 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. If an Entrant consents, on the Entry Form, to the Promoter telephoning them to discuss the Promoter's energy offers, then the Promoter will contact that Entrant within a reasonable timeframe following the Event. 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>.

- (2) Acceptance of the Prize is deemed consent for the Promoter to use the Prize Winner's details, voice, image, likeness 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 Prize.

8. 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 Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)), or similar state-based consumer protection laws (**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) 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:
 - (a) out of the Promotion; or
 - (b) without limiting **clause 8(2)(a)**, out of: (i) any technical difficulties, any delayed email, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure; (ii) any theft, destruction, unauthorised access or third party interference of entries under this Promotion; (iii) 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; (iv) any tax liability incurred by a Prize Winner or Entrant; or (v) use of a Prize.

9. 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 in its sole discretion for administrative reasons or to ensure efficient operation of the Promotion. Changes will be posted on the Promoter's website at www.redenergy.com.au/termsandconditions

10. 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 Prize Winner or other person.
- (2) The laws of the Victorian government apply to this Promotion.

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