

## 2017 SKI HOLIDAY PROMOTION - TERMS AND CONDITIONS

(AS AT 1 JULY 2017)

### 1. THE PROMOTION

- (1) Information on how to enter and prizes form part of these Terms and Conditions. Entry in the 2017 Ski Holiday Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 9:00am AEST, Saturday 1 July 2017 and closes at 8:00pm AEST, Monday 1 October 2017 (**Promotion Period**).
- (3) The Promotion is a game of chance.

### 2. PROMOTER'S DETAILS

The promoter is Red Energy Pty Limited (ABN 60 107 479 372) of 2 William Street, Richmond East, Victoria 3121 (**Promoter**). The Promotion is authorised under NSW permit number LTPS/17/15319, and SA permit number T17/1157.

### 3. ELIGIBILITY

- (1) Subject to **clauses 3(2)** and **3(3)**, entry in the Promotion is only open to residents in Victoria, New South Wales, South East Queensland and South Australia who are aged 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 Perisher Blue Limited (ATF Snow Trust) ABN 29 420 214 757 of Perisher Centre, Perisher Valley, NSW, 2624, Kosciuszko Thredbo Pty Limited ABN 95 000 139 015 of 1 Friday Drive, Thredbo, NSW 2625, Charlotte Pass Village Pty Ltd ABN 40 001 261 892 of Shop 17, Town Centre, Jindabyne, NSW, 2627 and Mt Selwyn Snow Fields Pty Ltd ABN 92 157 120 410 of Kings Cross Road, Cabramurra, NSW, 2629 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.

### 4. HOW TO ENTER THE PROMOTION

- (1) To enter the Promotion, an Eligible Entrant must, during the Promotion Period:
  - (a) enter their contact details (including full name, phone number, email and postcode) at
    - (i) [www.redenergy.com.au/snow](http://www.redenergy.com.au/snow) using the tablet device or notepads provided by the Promoter's staff at Perisher and Thredbo Ski Resorts; or
    - (ii) [www.redenergy.com.au/snow](http://www.redenergy.com.au/snow) using their own device; and
  - (b) consent to the Promoter telephoning them to discuss the options available to the Eligible Entrant to sign up to an energy account with the Promoter.
- (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 1 entry.
- (3) Each Entrant who signs up to an electricity supply contract with the Promoter during the Promotion Period or up to 27 December 2017 for a supply address in Victoria, New South Wales, South Australia or South East Queensland arising out of telephone call with Promoter under **clause 4(1)(b)**, will be an "Electricity Credit Entrant" and their entry will be placed into the draw held in accordance with **clause 7**.
- (4) 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.

### 5. THE PRIZES

- (1) The Promoter is offering Entrants the chance to win a 2018 Winter adventure holiday at Perisher Valley or Thredbo Village for either a family consisting of two (2) adults and two (2) children (children age 5-14 years) or for three (3) adults valued up to \$16,500 (Including GST) consisting of:
  - (a) return economy class air transport to Canberra airport for either a family consisting of two (2) adults and two (2) children (children age 5-14 years) or for three (3) adults;
  - (b) return transfers by private transportation (airport/ ski resort/ airport) for either a family consisting of two (2) adults and two (2) children (children age 5-14 years) or for three (3) adults;
  - (c) accommodation for five (5) nights at Thredbo Alpine Hotel (or similar) or Perisher Manor (or similar) including daily breakfast for either a family consisting of two (2) adults and two (2) children (children age 5-14 years) or for three (3) adults;

(d) four (4) day lift and rental package including all mountain lift access with the option of skis, boots and poles or snowboard and boots with optional helmet for either a family consisting of two (2) adults and two (2) children (children age 5-14 years) or for three (3) adults; and

(e) AUD\$1,000 spending money,

issued in accordance with **clause 7 (Major Prize)**.

- (2) The Promoter is offering Entrants the chance to win one (1) of five (5) identical runner-up prizes. Each runner-up prize consists of a GoPro Hero5 Black 4K Action Video Camera, issued in accordance with **clause 9 (Runner-up Prize)**. The prize value of each Runner-up Prize is \$528 and the total prize value of the five (5) Runner-up Prizes is \$2,640.
- (3) The Promoter is offering Electricity Credits Entrants the chance to win one (1) prize consisting of one (1) \$500 (Including GST) credit to be applied to their electricity supply account with the Promoter, issued in accordance with **clause 10 (Electricity Credit Prize)**. The total value of the Electricity Credit Prize is \$500 (Including GST).
- (4) The total value of the Major Prize, the Runner-up Prizes and the Electricity Credit Prize (**Prizes**) is up to a maximum of \$19,640 (Including GST). The Prize value is in Australian Dollars and includes GST.
- (5) The value of the Prizes 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 Prizes after that date.

## 6. PRIZE WINNERS – MAJOR PRIZE AND RUNNER-UP PRIZES

- (1) The Major Prize and Runner-up Prizes will be drawn by the Promoter via electronic draw at 12:00pm AEST on Wednesday 1 November 2017 at the offices of Anisimoff Legal located at Suite 5 / 210 Central Coast Hwy, Erina NSW 2250 (**First Prize Draw**).
- (2) The first valid entry drawn will win the Major Prize (**Major Prize Winner**).
- (3) The subsequent five valid entries drawn will each win a Runner-up Prizes (**Runner-up Prize Winners**).
- (4) Within two (2) business days of the First Prize Draw, the Promoter will notify the Major Prize Winner and Runner-up Prize Winners (**Prize Winners**) by:
  - (a) telephone, at the telephone number registered with the Promoter as part of their entry into this Promotion;
  - (b) publishing the Prize Winners' names on the Promoter's website at: [www.redenergy.com.au/snow](http://www.redenergy.com.au/snow); and
- (5) The Promoter will also publish the Prize Winners' names in The Australian newspaper by no later than Friday 3 November 2017, if a Prize Winner resides in South Australia.
- (6) If a Prize Winner:
  - (a) responds before Monday 5 February 2018, they will have been deemed to have accepted their Prize (**Winner's Acceptance**); or
  - (b) fails to respond before Monday, 5 February 2018, their Prize will be deemed unclaimed.
- (7) 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 located at Suite 5 / 210 Central Coast Hwy, Erina NSW 2250 at 12:00pm AEST on Wednesday 7 February 2018, subject to any written direction given under applicable law (**Prize Re-Draw**). Any Prize Winner(s) of an unclaimed Prize will be notified in the manner set out in **clauses 6(4)**. Any further draws that may be required to allocate any Prizes that remain unclaimed following the redraw held on Wednesday, 7 February 2018 will be conducted in accordance with the instructions of the relevant State gaming authorities.
- (8) Within two (2) business days of the Prize Re-Draw, by Friday 9 February 2017, the Promoter will notify the Prize Winner by:
  - (a) telephone, at the telephone number registered with the Promoter as part of their entry into this Promotion;
  - (b) publishing the Prize Winners' names on the Promoter's website at: [www.redenergy.com.au/snow](http://www.redenergy.com.au/snow); and
  - (c) The promoter will also publish the Prize Winners' names in The Australian newspaper by no later than Friday 9 February 2017, if a Prize Winner resides in South Australia

## 7. PRIZE WINNER – ELECTRICITY CREDIT PRIZE

- (1) The Electricity Credit Prize will be drawn by the Promoter via electronic draw at 12:00pm AEST on Wednesday, 3 January 2018 at the offices of Anisimoff Legal located at Suite 5 / 210 Central Coast Hwy, Erina NSW 2250 (**Second Prize Draw**).
- (2) The first valid entry drawn will win the Electricity Credit Prize (**EC Prize Winner**).
- (3) Within two (2) business days of the Second Prize Draw, the Promoter will notify the EC Prize Winner by:
  - (a) telephone, at the telephone number registered with the Promoter as part of their entry into this Promotion; and
  - (b) publishing the EC Prize Winner's name on the Promoter's website at: [www.redenergy.com.au/snow](http://www.redenergy.com.au/snow).

- (4) The Promoter will also publish the EC Prize Winner's names in The Australian newspaper by no later than Friday, 5 January 2018 if the EC Prize Winner resides in South Australia.
- (5) If a EC Prize Winner:
  - (a) responds before Thursday 5 April 2018 they will have been deemed to have accepted their Prize (**EC Winner's Acceptance**); or
  - (b) fails to respond before Thursday 5 April 2018, their Prize will be deemed unclaimed.
- (6) 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 located at Suite 5 / 210 Central Coast Hwy, Erina NSW 2250 at 12:00pm AEST on Monday, 9 April 2018, subject to any written direction given under applicable law. Any EC Prize Winner of an unclaimed Prize will be notified in the manner set out in **clauses 7(3) and 7(4)6(4)**. Any further draws that may be required to allocate any Prizes that remain unclaimed following the redraw held on Monday, 9 April 2018 will be conducted in accordance with the instructions of the relevant State gaming authorities.
- (7) Within two (2) business days of the Prize Re-Draw, by Wednesday 11 April 2017, the Promoter will notify the Prize Winner by:
  - (a) telephone, at the telephone number registered with the Promoter as part of their entry into this Promotion;
  - (b) publishing the Prize Winners' names on the Promoter's website at: [www.redenergy.com.au/snow](http://www.redenergy.com.au/snow); and
  - (c) The promoter will also publish the Prize Winners' names in The Australian newspaper by no later than Wednesday 11 April 2017, if a Prize Winner resides in South Australia

## 8. MAJOR PRIZE DETAILS

- (1) It is a condition of accepting the Major Prize that the Major Prize Winner and his/her companions will be required to sign a release of liability in a form to be determined in the absolute discretion of the Promoter.
- (2) Within a reasonable time frame after the Major Prize Winner's Acceptance, Prize Brokers Pty Ltd will contact the Major Prize Winner directly to arrange the itinerary (including all travel and accommodation) associated with the Major Prize. Prize Brokers Pty Ltd will also provide the Major Prize Winner with all information, vouchers and all other necessary instructions in order for the Major Prize Winner to redeem the Major Prize. The Major Prize Winner must co-operate with Prize Broker Pty Ltd, who will book and plan the Major Prize on the Promoter's behalf.
- (3) Any costs or expenses which are incurred by the Major Prize Winner and/or his/her companions in connection with the Major Prize not listed in **clause 5(1)** do not form part of the Major Prize, and are the responsibility of the Major Prize Winner and/or his/her companions. These include but are not limited to any meals and drinks (unless stated), additional spending money, taxes, insurance, additional transfers, items of a personal nature, in-room charges and all other ancillary costs. The Major Prize Winner may be required to present their credit card at time of accommodation check-in.
- (4) Travel and accommodation is subject to availability at the time of booking and the itinerary is to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize.
- (5) If for any reason the Major Prize Winner does not take the Major Prize (or an element of the Major Prize) at the time stipulated by the Promoter or Prize Brokers Pty Ltd, then the Major Prize (or that element of the Major Prize) will be forfeited and will not be redeemable for cash.
- (6) \$1,000 spending money will be transferred to the Major Prize Winner's nominated bank account by the Promoter's agents approximately one month before departure.

## 9. RUNNER-UP PRIZE DETAILS

- (1) Runner-up Prizes will be delivered to the Runner-up Prize Winner(s) within 28 days of their Winner's Acceptance at an Australian address.
- (2) The Runner-up Prize comes with a 12 month Manufactures Warranty.
- (3) Prize Brokers Pty Ltd is fully responsible and liable for the Runner-up Prize and if a Winner has any enquiry or complaint that in any way relates to the Runner-up Prize, the Winner may contact Chelsea Karren at [chelsea@prizebrokers.com.au](mailto:chelsea@prizebrokers.com.au) or visit the GoPro help webpage <https://gopro.com/help>. For any enquiry regarding the Manufacturer's Warranty referred to under **clause 9(2)**, a Winner should contact Chelsea Karren from Prize Brokers Pty Ltd at [chelsea@prizebrokers.com.au](mailto:chelsea@prizebrokers.com.au).
- (4) The Runner-up Prize cannot be redeemed for cash.

## 10. ELECTRICITY CREDIT PRIZE DETAILS

- (1) The Promoter will apply the Electricity Credit Prize to the EC Prize Winner's electricity supply account with the Promoter within a reasonable period after the EC Winner's Acceptance, provided the EC Prize Winner has an active electricity supply account with the Promoter or the EC Prize Winner's electricity supply account is in the process of being transferred to the Promoter.

- (2) The Electricity Credit Prize cannot be transferred, exchanged or redeemed for cash, even if the EC Prize Winner closes their electricity supply account with the Promoter before they have exhausted their Electricity Credit Prize.

#### 11. OTHER MATTERS RELATING TO THE PROMOTION

- (1) If a Prize or receipt of it incurs a tax liability, the Major Prize Winner, Runner-up Winner or EC Prize Winner (as the case may be) is liable for payment of such tax.
- (2) The Promoter's decision is final and no correspondence will be entered into.
- (3) It is a condition of accepting a Prize that the Prize Winner and the EC Prize Winner accepts the conditions applicable to the individual components of the Prize. The Prizes cannot be transferred, exchanged or redeemed for cash.
- (4) Subject to State legislation and (if required) the approval of any relevant gaming authorities, the Promoter reserves the right to substitute the Major Prize, any Runner-up Prize or the Electricity Credit Prize in whole (or any of its components), with a substitute prize of equal or greater value and the Major Prize Winner, Runner-up Prize Winner or EC Prize Winner will be notified accordingly.
- (5) Acceptance of the Major Prize, a Runner-up Prize or the Electricity Credit Prize (as the case may be) is deemed consent for the Promoter to use the Major Prize Winner's, Runner-up Prize Winners' and the EC 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 Winner.
- (6) Each entrant must comply with any requirements for the use of Facebook, and his/her Facebook account. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to the Promoter and not to Facebook. The information you provide will only be used for prize notification, competition related announcements and the Promoter's communications. By entering into this Promotion you agree to release Facebook from any or all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook.

#### 12. PRIVACY

- (1) By entering this Promotion:
  - (a) each Entrant and each Electricity Credit Entrant is taken to consent to the Promoter using their personal information to administer the Promotion and disclosing their personal information to organisations that assist the Promoter with administering the Promotion to third parties as required by law; and
  - (b) each Entrant is taken to consent to the Promoter calling them to discuss their energy needs from the date of their entry up to and including 27 December 2017.
- (2) If the information requested is not provided by the Entrant or the Electricity Credit Entrant, they 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>.

#### 13. 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 13(2)(a)**, out of: (i) 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 corporate's control); (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, EC Prize Winner, Entrant or Electricity Credit Entrant; or (v) use of a Prize.

#### 14. 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/snow](http://www.redenergy.com.au/snow).

**15. 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 State where an Entrant is based apply to this Promotion.