

Red Energy Ultimate Wildlife Competition

Terms and Conditions (as at 3 December 2020)



1. The Promotion

- (1) Information on how to enter and the Prize form part of these Terms and Conditions. Entry in the "Red Energy Ultimate Wildlife Competition" (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 12:01am AEDT, Thursday 3 December 2020 and closes at 11:59pm AEDT, Tuesday 30 November 2021 (**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 570 Church Street, Cremorne, Victoria 3121 (**Promoter**). The Promotion is authorised under NSW permit number TP/00583.

3. Eligibility

- (1) Subject to **clauses 3(2)** and **3(3)**, entry in the Promotion is open to any residential customer of the Promoter who is 18 years or older and:
 - (a) who is currently on, or has signed up to, a Red Taronga Saver plan for their electricity supply during the Promotion Period; and
 - (b) who has paid all of their Red Energy electricity bills on time during the relevant Quarterly Prize Draw period,
(Eligible Entrant).
- (2) Employees and their immediate families of the Promoter and Taronga Conservation Society Australia (ABN 41 733 619 876) (**Taronga**) and their affiliates and subsidiaries are not eligible to enter.
- (3) 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) Each Eligible Entrant as at the relevant quarterly closing date during the Promotion Period will automatically be placed into that Quarterly Draw to be held in accordance with **clause 6**. An Eligible Entrant who is entered into the Quarterly Draw will be an "Entrant".

5. The Prize

- (1) The Promoter is offering Entrants the chance to win up to two (2) identical quarterly prizes. Each prize consists of a Family Ticket for up to two (2) Adults and two (2) Children to attend their choice of Roar and Snore at Taronga Zoo, Sydney or ZooFari Lodge at Taronga Western Plains Zoo Dubbo for one (1) night issued in accordance with **clause 7 (Quarterly Prize)**.
- (2) The total value of each Quarterly Prize is valued up to a maximum of AUD\$2,392 (incl GST).
- (3) The value of the Quarterly 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 Quarterly Prize after that date.

6. Prize Winners

- (1) There will be two (2) quarterly draws for the Promotion as set out in the table below (**Quarterly Prize Draws**). All draws will take place via electronic draw at 11.00am on the dates specified in the table below at the offices of Anisimoff Legal located at 210 Central Coast Highway Erina, NSW 2550. Entries in each Quarterly Prize Draw may be entered into subsequent Quarterly Prize Draws, if the Entrant is still an Eligible Entrant.

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Quarterly Draw	Entries open	Entries close	Quarterly Draw Date	Publication Date	Unclaimed Prize Draw date
Draw 1	12:01AM AEDT 3 December 2020	11:59PM AEDT 2 March 2021	9 March 2021	12 March 2021	11 June 2021
Draw 2	12:01AM AEDT 3 March 2021	11:59PM AEST 1 June 2021	8 June 2021	11 June 2021	10 September 2021
Draw 3	12:01AM AEST 2 June 2021	11:59PM AEST 7 September 2021	14 September 2021	17 September 2021	17 December 2021
Draw 4	12:01AM AEST 8 September 2021	11:59PM AEDT 30 November 2021	7 December 2021	10 December 2021	11 March 2022

- (2) The first five (5) valid entries drawn in each Quarterly Prize Draw will win the Quarterly Prize (**Quarterly Prize Winners**).
- (3) Within two (2) business days of the Quarterly Prize Draw, the Promoter will notify the Quarterly Prize Winners by:
 - (a) email, at the email address registered with the Promoter;
 - (b) telephone, at the telephone number registered with the Promoter; and
 - (c) publishing the Quarterly Prize Winner's details on the Promoter's website at redenergy.com.au/zoo-winners.
- (4) If a Quarterly Prize Winner:
 - (a) responds within three (3) calendar months of the Quarterly Prize Draw, they will have been deemed to have accepted with Quarterly Prize (**Winner's Acceptance**); or
 - (b) fails to respond within three (3) calendar months of the Quarterly Prize Draw, their Prize will be deemed unclaimed.
- (5) The Promoter may conduct such further draws as necessary for any unclaimed Quarterly 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 210 Central Coast Highway Erina, NSW 2550 at 9:00am AEDT/AEST on the dates specified in the table above, subject to any written direction under applicable law. Any Prize Winner(s) of an unclaimed Prize will be notified in the manner set out in **clause 6(3)**. Any further draws that may be required to allocate any Prize that remains unclaimed following the redraw held on the dates specified in the table above will be conducted in accordance with the instructions of the relevant State gaming authorities.

7. Prize Details

- (1) Within a reasonable time frame after the Winner's Acceptance, Taronga will contact the Quarterly Prize Winner directly on the Promoter's behalf to arrange the itinerary associated with the Quarterly Prize. The Quarterly Prize Winner will only be able to redeem and use the Quarterly Prize when Red Energy is responsible for the Quarterly Prize Winner's electricity gas account and the Quarterly Prize Winner has not otherwise transferred to a new energy retailer.

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Taronga will also provide the Quarterly Prize Winner with all information, vouchers and all other necessary instructions in order for the Quarterly Prize Winner to redeem the Quarterly Prize. The Quarterly Prize Winner must cooperate with Taronga, who will book and arrange the Quarterly Prize on the Promoter's behalf.

- (2) The Quarterly Prize will expire 12 months from the date of the Winner's Acceptance.
- (3) It is the responsibility of the Quarterly Prize Winner to organise transport to/from Taronga Zoo, Sydney or Taronga Western Plains Zoo Dubbo (as applicable).
- (4) The Quarterly Prize Winner and their companions are responsible for their own travel insurance for the period of travel.
- (5) Hotel incidentals, transfers, spending money, meals, phone calls, taxis, additional activities and travel expenses and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the Prize Details above or as advised by the Promoter at the time of winning are the responsibility of the Quarterly Prize Winner and their companions as incurred.
- (6) Dates, venues and schedules are not under the Promoter's control and are subject to change. The Promoter takes no responsibility for any date, venue or schedule changes.
- (7) Use of the Quarterly Prize is subject to the following Terms and Conditions:
<https://taronga.org.au/sydney-zoo/accommodation/roar-and-snore#termsandconditions>
<https://taronga.org.au/dubbo-zoo/accommodation/zoofari-lodge#termsandconditions>

8. Other Matters Relating to the Promotion

- (1) It is a condition of accepting the Prize that the Prize Winner and his/her companions may be required to sign a release of liability in a form to be determined at the absolute discretion of the Promoter.
- (2) If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.
- (3) It is a condition of accepting a Prize that the Prize Winner accepts the conditions applicable to the individual components of the Prize. The Prize 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 Prize in whole (or any of its components), with a substitute prize of equal or greater value and the Prize will be notified accordingly.
- (5) 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 Winner.

9. 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 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 redenergy.com.au/privacy.

10. 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 10(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 or Entrant; or
 - (v) use of a Prize.

11. Variations

- (1) The Promoter may in its sole discretion 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 redenergy.com.au/termsandconditions.

12. 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.