

Red Energy September Zoo Month Competition

Terms and Conditions (as at 1 September 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 Zoo Month Competition" (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 12:01am AEST, Tuesday 1 September 2020 and closes at 11:59pm AEST, Wednesday 30 September 2020 (**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**).

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 a New South Wales resident and aged eighteen (18) years or older (**Eligible Entrant**). Any entries received by a person who is not an Eligible Entrant will be void.
- (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) To enter the Promotion, an Eligible Entrant during the Promotion Period must:
 - (a) use the promotion code "RED" and provide their Account Number when purchasing tickets to attend Taronga Zoo Sydney or Taronga Western Plains Zoo Dubbo via the website <https://taronga.org.au/buy-tickets> and
 - (b) use those tickets to attend the Taronga Zoo Sydney or Taronga Western Plains Zoo Dubbo (as applicable).
- (2) The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed ineligible if forged, manipulated or tampered with in any way.
- (3) Entries are limited to one (1) per Eligible Entrant. In the event that the Promoter receives more than one (1) entry from an Eligible Entrant in respect of the Prize Draw, only the first valid and complete entry will be entered into the Prize Draw.
- (4) An Eligible Entrant who submits a valid entry will be an "Entrant" and their entry will be dealt with in accordance with **clause 6**.
- (5) Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as at time of receipt.
- (6) Any costs associated with accessing the Red Energy website or the internet is the Entrant's responsibility and is dependent on the Internet Service Provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Eligible Entrant invalid.
- (7) The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age, Red Energy employment status and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its

Red Energy September Zoo Month Competition

Terms and Conditions (as at 1 September 2020)



rights at any stage does not constitute a waiver of those rights. Incomplete or indecipherable entries will be deemed invalid.

5. The Prize

- (1) The Promoter is offering Entrants the chance to win one (1) prize, consisting 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 (Prize)**.
- (2) The total value of the Prize is valued up to a maximum of AUD\$2,392 (incl GST).
- (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.

6. Prize Winner

- (1) The Prize will be drawn by the Promoter via random selection at 11:00am AEDT on Wednesday, 7 October 2020 at the offices of Anisimoff Legal located at 210 Central Coast Highway Erina, NSW 2550 (**Prize Draw**).
- (2) The first valid entry drawn in the Prize Draw will win the Prize (**Prize Winner**).
- (3) The Promoter's decision is final and no correspondence will be entered in to.
- (4) Within two (2) business days of the Prize Draw, the Promoter will notify the Prize Winner 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 names of the Prize Winner on the Promoter's website at redenergy.com.au/zoo-month.
- (5) If a Prize Winner:
 - (a) responds before 5:00pm AEDT on Friday, 8 January 2021, they will have been deemed to have accepted with Prize (**Winner's Acceptance**); or
 - (b) fails to respond before 5:00pm AEDT on Friday, 8 January 2021, their Prize will be deemed unclaimed.
- (6) The Promoter may conduct such further draws as necessary for any unclaimed Prize (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 on Monday 11 January 2021, 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(4)**. Any further draws that may be required to allocate any Prize that remains unclaimed following the redraw held on Monday 11 January 2021 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 Prize Winner's Acceptance, the Promoter will contact the Prize Winner directly to arrange the itinerary associated with the Prize. The Promoter will also provide the Prize Winner with all information, vouchers and all other necessary instructions in order for the Prize Winner to redeem the Prize. The Prize Winner must co-operate with the Promoter.
- (2) The Prize will expire 12 months from the date of the Winner's Acceptance.

Red Energy September Zoo Month Competition



Terms and Conditions (as at 1 September 2020)

- (3) It is the responsibility of the Prize Winner to organise transport to/from Taronga Zoo, Sydney or Taronga Western Plains Zoo, Dubbo (as applicable).
- (4) The 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 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 Prize is subject to the following Taronga 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

Red Energy September Zoo Month Competition

Terms and Conditions (as at 1 September 2020)



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 corporates' 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-authorized 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.