



WIN A "CORPORATE BOX AT HUNTER STADIUM" PROMOTION

TERMS AND CONDITIONS

(AS AT 14 AUGUST 2016)

1. THE PROMOTION

- (1) Information on how to enter and prizes form part of these Terms and Conditions. Entry in the Red Energy Corporate Box Hunter Stadium Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 9:00am AEST, Sunday 14 August 2016 and closes at 5:00pm AEST, Sunday 14 August 2016 (**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/16/06313.

3. ELIGIBILITY

- (1) Subject to clauses 3(2) and 3(3), entry in the Promotion is only open to residents in New South Wales who are aged 18 years or over and are in attendance at the Red Energy Match Day at Hunter Stadium located at Turton Rd, Broadmeadow NSW 2292 (**Hunter Stadium**) on 14 August 2016 (**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 Newcastle Knights Rugby League Pty Ltd ABN (83 169 964 523) of 32 Industrial Drive, Mayfield NSW 2304 (**Newcastle Knights**) 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:
 - (a) enter their contact details (including full name, postcode, date of birth and telephone number) on a Red Energy registration facility at Hunter Stadium; and
 - (b) consent to the Promoter telephoning them to discuss their energy options, including providing a bill comparison.
- (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) 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 Corporate Box tickets for ten (10) people in total to attend the Newcastle Knights match day on Saturday 20 August 2016 at 3pm valued up to AUD\$2,750, consisting of:
 - (a) five (5) x double passes consisting of two (2) tickets for persons age 18 years or older, two (2) lanyards, one (1) car park pass for access to one person and (1) Eastern Corporate Suite for Newcastle Knights v Gold Coast Titans on 20 August 2016 at 3pm (**Double Passes**); and
 - (b) one (1) standard food and beverage package available in the Eastern Corporate Suite comprising of food and beverages (including non-alcoholic and local beer and wine),

issued in accordance with **clause 7 (Prize)**.
- (2) The total value of the Prize is up to AUD\$2,750. The Prize value is in Australian Dollars.
- (3) The value of the Prizes is accurate and based upon the recommended retail price(s) as at 3 August 2016. The Promoter accepts no responsibility for any variation in the value of the Prizes after that date.

6. PRIZE WINNERS

- (1) The Prize will be drawn by the Promoter via electronic draw at 3pm AEST on Monday 15 August 2016 at the offices of Anisimoff Legal located at 5/210 Central Coast Highway Erina, NSW 2250 (**Prize Draw**).
- (2) The first valid entry drawn will win the Prize (**Prize Winner**).
- (3) Within two (2) business days of the Prize Draw, 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/termsandconditions; and
 - (c) publishing the Prize Winner's name in The Australian newspaper.If a Prize Winner:
 - (d) respond before Tuesday 16 November 2016, they will have been deemed to have accepted their Prize (**Winner's Acceptance**); or
 - (e) fails to respond before 16 November 2016, their Prize will be deemed unclaimed.
- (4) The Promoter may conduct such further draws as necessary for any unclaimed Prizes (subject to the approval of the relevant gaming authorities in New South Wales). The redraw will be conducted at the offices of Anisimoff Legal located at 210 Central Coast Highway Erina, NSW 2250 at 12:00pm AEST on Wednesday 17 November 2016, 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 6(3). Any further draws that may be required to allocate any Prizes that remain unclaimed following the redraw held on Wednesday 16 November 2016 will be conducted in accordance with the instructions of the relevant State gaming authorities.
- (5) The Prize for any unclaimed Prize Winner will be based on a future Newcastle Knight's game in the 2017 season, to be decided in conjunction with the Newcastle Knight and the unclaimed Prize Winner, which will be subject to the 2017 draw and availability.

7. PRIZE DETAILS

- (1) Within a reasonable time frame after the Winner's Acceptance, the Newcastle Knights will contact the Prize Winner directly to arrange the redemption of the Prize (including collection of the Double Passes). The Newcastle Knights will also provide the Prize Winner with all information and all other necessary instructions in order for the Prize Winner to redeem the Prize. The Prize Winner must co-operate with the Newcastle Knights, who will plan the Prize on the Promoter's behalf.



- (2) Any costs or expenses which are incurred by the Prize Winner and/or his/her 9 friends in connection with the Prize not listed in clause 5(1) do not form part of the Prize, and are the responsibility of the Prize Winner and/or his/her 9 friends. These include but are not limited to any meals and drinks (unless stated), or travel to and from the Hunter Stadium.
- (3) If for any reason the Prize Winner does not take the Prize (or an element of the Prize) at the time stipulated by the Promoter or Newcastle Knights, then the Prize (or that element of the Prize) will be forfeited and will not be redeemable for cash.
- (4) The Prize Winner and their guests must abide the Newcastle Knights Corporate Hospitality Game Day Terms and Conditions, which are available at <https://corporate.knightshub.com.au/terms-and-conditions>, and any other terms and conditions that are applicable for entry into the Hunter Stadium.
- (5) The Prize cannot otherwise be resold, redeemed for cash, transferred to another game in the NRL 2016 season.

8. OTHER MATTERS RELATING TO THE PROMOTION

- (1) The Promoter's decision is final and no correspondence will be entered into.
- (2) It is a condition of accepting the 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.
- (3) Subject to State legislation and (if required) the approval of any relevant gaming authorities, the Promoter reserves the right to substitute the Prize (or any of its components), with a substitute prize of equal or greater value and the Prize Winner will be notified accordingly.
- (4) Acceptance of the Prize is deemed consent for the Promoter to use the Prize Winner's, 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 <https://www.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 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) 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 <https://www.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 New South Wales apply to this Promotion.