

Red Energy NSW Swifts Game Day Behind the Scenes Promotion



Terms and Conditions (as at 3 May 2023)

1. The Promotion

- (1) Information on how to win tickets forms part of these Terms and Conditions and registration in this Red Energy “NSW Swifts Game Day Behind the Scenes” offer (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (1) The Promotion commences at 12:01am AEST, Tuesday 23 May 2023 and entries close at 11:59pm AEST, Thursday 25 May 2023 (**Promotion Period**).
- (2) The Promotion is a game of skill.

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 customer of the Promoter who is 18 years or older and who is currently on, or has signed up to, a Red Energy plan for electricity and/or gas at a residential address located in New South Wales and receives an email from Red Energy inviting the customer to participate in the Promotion (**Eligible Entrant**). Employees and their immediate families of Netball New South Wales (ABN 19 001 685 007) (**NSW Swifts**) and their affiliates and subsidiaries are not eligible to enter.
- (2) 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) Entries into the Promotion are limited to one per Eligible Entrant. Any unauthorised multiple entries will be ineligible to win.

4. How to Enter the Promotion

- (1) To enter the Promotion, an Eligible Entrant must:
 - (a) complete the online entry form on Red Energy’s website redenergy.com.au/campaign/nswswifts during the Promotion Period; and
 - (b) respond in 25 words or less to the question “Who would you take to the Swifts Game Day Behind the Scenes tour and why?”.
- (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 dealt with in accordance with **clause 6**.

Red Energy NSW Swifts Game Day Behind the Scenes Promotion



Terms and Conditions (as at 3 May 2023)

- (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.
- (4) Unacceptable entries may be deemed invalid, at the Promoter's sole discretion.

5. The Prizes

- (1) The Promoter is offering Entrants the chance to win one of two (2) identical prizes each comprising of two (2) tickets valid for entry to the Swifts V Giants game at Ken Rosewall Arena, Olympic Park Sydney, Sunday 4 June 2023, issued in accordance with **clause 7 (Prize)**:

6. Prize Winners

- (1) The best two (2) entries that are judged by the Promoter as the most creative and original entries from all correct, valid and eligible entries will win a Prize (**Prize Winners**).
- (2) All valid entries will be judged between 09:00am AEST and 5:00pm AEST on Monday 29 May 2023, at the Promoter's premises by the Promoter and two (2) winners will win the Prize. The Promoter will judge the winners based on which Entrants have submitted the most creative and original entry at its discretion and the decision will be final and binding on the Entrants and no further communication will be entered into.
- (3) A Prize will not be replaced by the Promoter if it is damaged, lost or stolen.

7. Prize Details

- (1) Within two (2) business days of the Prize Winners being selected, the Promoter will notify the Prize Winners by email, at the email addresses provided on their entries (**Prize Winner's Email**).
- (2) The Prize Winner's Email will contain all necessary instructions in order for the Prize Winners to redeem their Prize. The Prize Winners must follow the instructions issued in the Prize Winner's Email and only upon successfully completing those instructions will the Prize Winner be deemed to have accepted the Prize (**Prize Winner's Acceptance**).
- (3) Once the Promoter is notified of the Prize Winner's Acceptance, the Promoter will send another email to the Prize Winner attaching two (2) Tickets to the Swifts v Giants game, valid for entry on 4 June 2023.
- (4) The Prize Winners must cooperate with the Promoter.
- (5) The Prize includes a behind the scenes tour of the Swifts pre game preparation area, followed by two (2) tickets to the Swifts V Giants game at Ken Rosewall Arena, Olympic Park Sydney.
- (6) It is the responsibility of the Prize Winner to organise, for themselves and their companion and bear the costs of, transport to/from Sydney Olympic Park, Sydney, accommodation (including incidentals), transfers, spending money, meals, phone calls, taxis, additional activities and travel expenses and any other ancillary costs associated with the Prize Winner taking up the Prize.

Red Energy NSW Swifts Game Day Behind the Scenes Promotion



Terms and Conditions (as at 3 May 2023)

- (7) The Prize Winner and their companion are responsible for their own travel insurance for the period of travel.
- (8) 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.

8. Other Matters Relating to the Promotion

- (1) It is a condition of accepting the Prize that the Prize Winner and his/her companion may be required to sign a release of liability in a form to be determined in the absolute discretion of the Promoter.
- (2) If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for the payment of such a 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, 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 Winner 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

Red Energy NSW Swifts Game Day Behind the Scenes Promotion



Terms and Conditions (as at 3 May 2023)

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) The Promoter in its sole discretion may 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 of New South Wales apply to this Promotion.