



RED ENERGY NSW Swifts Signed Dress COMPETITION

Terms and Conditions (as at 4 April 2022)

1. The Promotion

- (1) Information on how to enter and the Prize form part of these Terms and Conditions. Entry in the “Red Energy NSW Swifts Signed Dress Competition” Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 12:01am AEDT, Monday 18 April 2022 and closes at 11:59pm, AEDT, Friday 22 April 2022 (**Promotion Period**).
- (3) 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 resident of Australia who is 18 years or older (**Eligible Entrant**).
- (2) Employees and their immediate families of the Promoter and NSW Swifts, including 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) Entries to 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, during the Promotion Period:
 - (a) ‘like’ the Promotion post; and
 - (a) submit a comment in response to the Promoter’s Facebook Win a Signed NSW Swifts dress Promotion post made on its official Facebook page and provide the full name of the player they think will score the first goal in round 6 of the 2022 Suncorp Super Netball Swifts V Lightning game.
- (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**.
- (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. Any Eligible Entrant found to have posted duplicate, or near duplicate social media posts, or to have used multiple social media accounts to enter will be ineligible.
- (4) An Entrant must not submit any entry:
 - (a) that contains images of another person without that person’s permission (or in the case of a minor, the minor’s parent(s) or legal guardian(s) permission);

- (b) for which a third party holds the intellectual property rights where the Entrant has not obtained all necessary consents to copy, disclose, distribute, incorporate or otherwise use the material for any purpose;
 - (c) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in Australia; or
 - (d) that may be used in connection with spamming, phishing, trolling or similar activities.
- (5) Unacceptable entries may be deemed invalid, at the Promoter's sole discretion.

5. The Prize

- (1) The Promoter is offering Entrants the chance to win one (1) NSW Swifts 2021 Season signed dress (**Prize**).
- (2) The Prize will be sent to the Winner via registered post. The Promoter accepts no responsibility for lost, misdirected or uncollected emails, and an undelivered Prize will not be replaced.

6. Prize Winner

- (1) The first entry received that is judged by the Promoter as containing the name of the first goal scorer in Round 6 of the 2022 Suncorp Super Netball Swifts V Lightning game from all correct, valid and eligible entries will win the Prize (**Prize Winner**). If the event that no tries are scored or no entries correctly state the name of the first try scorer, the first Entrant (irrespective of the name stated in the entry) will win the Prize.
- (1) Entries will be judged between 12:01am AEDT and 5:00pm AEDT on Tuesday 26 April 2022 at the Promoter's premises. The Promoter will judge the winner based on the judging criteria in **clause 6(1)**, at its discretion and the decision will be final and binding on the Entrants and no further communication will be entered into.
- (2) Within two (2) business days of the Prize Winner being selected, the Promoter will notify the Prize Winner by:
 - (a) private online message, to the Prize Winner's Facebook or Instagram account that posted the entry; and
 - (b) publishing the names of the Prize Winner on the Facebook and Instagram pages of the Promoter.
- (3) If the Prize Winner:
 - (a) responds before 23 May 2022, they will have been deemed to have accepted their Prize (**Winner's Acceptance**); or
 - (b) fails to respond before 23 May 2022, their Prize will be deemed unclaimed.
- (4) In the event that the Prize Winner fails to respond under **clause 6(4)(b)**, the Promoter may award the Prize to the next best entry as judged in accordance with **clause 6(1)**. Any Prize Winner(s) of an unclaimed Prize will be notified in the manner set out in **clause 6(3)**.

7. Other Matters Relating to the Promotion

- (1) If a Prize or receipt of it incurs a tax liability, the Prize Winner 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 accepts the conditions applicable to the individual components of the Prize. The Prize is offered 'as is' and 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.
- (6) By entering the Promotion each Entrant grants the Promoter an irrevocable perpetual worldwide licence to use the video or photo submitted in any media without further reference to the Entrant or any fee for such use.
- (7) 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.
- (8) Each Entrant acknowledges that the public will have the capacity to comment on the entry, and will not hold the Promoter liable for the publication of any comments, whether derogatory, offensive, racist, defamatory or otherwise, posted in relation to the entry

8. 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.

9. 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.

10. 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.

11. 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.