

Red Energy 2GB Taronga Zoo Competition

Terms and Conditions (as at 20 May 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 2GB Taronga Zoo Competition" (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 12:01am AEDT, Thursday 26 May 2022 and closes at 10:00am AEDT, Thursday 26 May 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 residents of New South Wales who are 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 Nine Entertainment Co. Pty Limited (59 122 205 065) (**Nine**) 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) Each Eligible Entrant may only submit one entry.

4. How to Enter the Promotion

- (1) To enter the Promotion, an Eligible Entrant must during the Promotion Period contact the Promoter on 131 806, quote "2GB" and request a written quote for their electricity and/or gas supply to be sent by the Promoter to their nominated email address .
- (2) An Eligible Entrant who submits a valid entry will be an "Entrant" and their entry will be dealt with in accordance with **clause 6**.
- (3) 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.
- (4)
- (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) 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 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) of fifty (50) identical prizes each comprising two (2) single entry day passes to Taronga Zoo Sydney or Dubbo, issued in accordance with **clause 7 (Prizes)**.
- (2) The maximum total value of each Prize is \$88 (incl GST).

Red Energy 2GB Taronga Zoo Competition

Terms and Conditions (as at 20 May 2022)



- (3) The value of the Prize is accurate and based upon the recommended retail price at the date of printing. The Promoter accepts no responsibility for any variation in the value of the Prizes after that date.

6. Prize Winners

- (1) The first fifty (50) correct, valid and eligible entries received as determined by the Promoter in its sole discretion will win a Prize (**Prize Winner**).
- (2) The Promoter's decision is final and no correspondence will be entered in to.
- (3) The Promoter will notify the Prize Winners by email, at the email address registered with the Promoter, in accordance with clause 7(1) no later than 2 June 2022.

7. Prize Details

- (1) By no later than 2 June 2022, the Promoter will contact the Prize Winners by email to the email address nominated by the Prize Winners to receive their written quote attaching the e-tickets in respect of the Prizes. The Promoter will also provide the Prize Winners with all information, vouchers and all other necessary instructions in order for the Prize Winners to redeem the Prize. The Prize Winners must co-operate with the Promoter.
- (2) The Prize will expire on 26 May 2023.
- (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/about/terms-and-conditions-of-sale>

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

Red Energy 2GB Taronga Zoo Competition

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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.

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Terms and Conditions (as at 20 May 2022)



- (2) The laws of the State of New South Wales apply to this Promotion.