

Essential Water 'You Talk. We Listen' Survey Prize Draw

Terms & Conditions

1. INTRODUCTION

- a) Information on how to enter and Prize details form part of these Terms and Conditions.
- b) By participating in the Competition, entrants are deemed to accept and agree to be bound by these Terms and Conditions. For the avoidance of doubt, these Terms and Conditions include the attached Schedule.
- c) In these Terms and Conditions, capitalised terms are as defined in the Schedule.
- d) Entries must comply with these Terms and Conditions to be valid.
- e) Where there is an inconsistency between the Schedule and Clauses 1 to 11 of these Terms and Conditions, the Schedule will prevail.

2. PRIVACY

The Promoter is bound by the *Privacy Act 1988* (Cth). The Promoter will collect personal information (**PI**) in order to conduct the Competition and for its business purposes, and may, for such purposes, disclose that PI to third parties, including but not limited to agents, contractors, service providers and, as required, Australian law enforcement or regulatory authorities. Entry into the Competition is conditional on an entrant providing its PI (and, where applicable, a parent or guardian consenting to the provision by the entrant of their PI). The Promoter manages PI in accordance with the *Privacy Act 1988* (Cth) and the Promoter's Privacy Policy, as set out on their website (www.essentialenergy.com.au/privacy).

3. WHO CAN ENTER COMPETITION

- a) Persons eligible to enter (and any persons who are excluded from entering) the Competition are as outlined in the Schedule.
- b) If the Schedule permits entrants under the age of 18 years, each such entrant must seek permission from their parent or guardian to enter the Competition, and the parent or guardian must read and consent to these Terms and Conditions.

4. HOW TO ENTER COMPETITION

- a) To enter the Competition, each entrant must comply with the 'How to enter' section of the Schedule.
- b) By submitting an entry into the Competition, an entrant transfers, and agrees that it transfers, all right, title and interest, including assigning the copyright, in its Competition entry to the Promoter from the time of its submission.
- c) Entry into the Competition is free, and entries must be received during the Competition Period.
- d) If the Schedule permits entrants to submit more than one (1) entry, each entry must be submitted separately.
- e) Errors and omissions in any Competition entry will be accepted at the Promoter's absolute discretion but having regard to whether such acceptance may unfairly disadvantage other entrants.
- f) An entrant must not tamper with any entry or interfere with the conduct of the Competition.
- g) The Promoter reserves the right, at any time (including at any time after the Competition Period has ended), to:
 - (i) verify the validity of any Competition entry;
 - (ii) in fairness to other entrants, disqualify any entrant who fails to comply with any provision of these Terms and Conditions; and
 - (iii) disqualify any entrant whose entry infringes the intellectual property rights of any person or who engages in inappropriate conduct, including cheating or any conduct that may bring the Promoter into disrepute.

5. PRIZE(S)

- a) A Prize must be taken as offered and is not transferrable, exchangeable or redeemable for cash or other value.
- b) The Maximum Total Prize Pool of the competition is as specified in the Schedule.
- c) If a Prize is unavailable for any reason beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
- d) The Promoter takes no responsibility for a Prize being damaged, lost or stolen, except to the extent such damage, loss or theft is caused by a wrongful act or omission of the Promoter or any of its officers or personnel.
- e) All taxes (excluding GST, if any) which may be payable as a consequence of awarding or receiving a Prize are the sole responsibility of each Prize winner.
- f) A winner's use of their Prize is entirely at their own cost and risk. Before any Prize is awarded, a winner may be required to sign an agreement to release the Promoter from, and indemnifying the Promoter against, any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition, except to the extent any such liability is caused by a wrongful act or omission of the Promoter or any of its officers or personnel and without excluding, restricting or modifying any statutory right or remedy that cannot lawfully be excluded, restricted or modified.
- g) Each Prize is valued inclusive of GST and the Promoter takes no responsibility for any variation in Prize value. The components of a Prize may alter for reasons beyond the Promoter's control.

6. HOW WINNER(S) ARE DETERMINED

- a) The Competition is a game of chance. Skill plays no part in determining any winner(s).
- b) At the time and date specified in the 'Winner Determination' section of the Schedule, a Competition entry or entries, validly submitted in accordance with these Terms and Conditions, will be chosen at random as winner(s).
- c) The number of Competition entries to be selected as winning entries will be the same as the total number of Prizes specified in the Schedule.
- d) The name of each winner of a Prize will be published as per the details in the Schedule.

7. NOTIFICATION AND CLAIMING A PRIZE

- a) Any Winner of a Prize will be notified as per the details in the Schedule.
- b) The Promoter will provide each winner of a Prize with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's reasonable instructions.
- c) The Promoter reserves the right to request each winner of a Prize to provide proof of their identity. In order for any winner of a Prize that is under the age of 18 years to receive their Prize, that winner's parent or guardian may be required by the Promoter to enter into a further agreement as evidence of their consent to the entrant participating in the Competition and these Terms and Conditions. If the parent or guardian does not sign such further agreement, the winner will be deemed by the Promoter as ineligible to receive a Prize and their Prize will be forfeited.
- d) Each winner of a Prize agrees to participate and cooperate, as required and without any further remuneration, in reasonable publicity through media of any kind, including video footage, photographs, editorial for publication, media interviews and publications. As between the winner of a Prize and the Promoter, the rights to any story or feature (in whatever medium) involving a winner of a Prize (including but not limited to creative control of the story or feature) will remain with the Promoter at all times. Reference may or may not be made to a winner of a Prize in any publicity.

8. UNCLAIMED PRIZES

The Promoter will take all reasonable steps to identify and notify each winner of a Prize. If a winner of a Prize cannot be identified or fails (for whatever reason) to claim the Prize within three (3) months of the date specified in the 'Winner Determination' section of the Schedule, their Prize is forfeited and they will have no entitlement to claim any Prize (nor any compensation in lieu of any Prize). That winner's Prize may, at the Promoter's absolute discretion, be awarded to another entrant (whose entry will be determined and notified in accordance with Clauses 6 and 7 above).

9. TERMINATION OF COMPETITION

- a) The Promoter reserves the right to vary the terms of, or suspend or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws.
- b) If the Promoter exercises a right under Clause 9(a), it:
 - (i) will promptly publish the varied terms or notice of suspension or cancellation in the same manner as results are to be published, as set out in the Schedule; and
 - (ii) may, if it is reasonably practicable for the Promoter to do so, notify entrants of the varied terms or notice of suspension or cancellation in writing.
- c) An entrant who does not agree to any varied terms or suspension may, by writing to the Promoter, revoke their Competition entry within five (5) business days of receiving notification of the variation or suspension from the Promoter pursuant to Clause 9(b).

10. NO LIABILITY

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 *Competition and Consumer Act 2010* (Cth) (**Consumer Guarantees**), nor any other implied warranties under consumer protection laws in the State of New South Wales, Australia.

Except for any liability which cannot be excluded by or under law (including in relation to the Consumer Guarantees), the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is incurred or suffered (including but not limited to indirect, special or consequential loss) by any person (including an entrant or their parent or guardian) arising out of or in connection with the Competition, including for damage to property, personal injury or death, disease or illness suffered or sustained in connection with the Competition and/or any loss or damage in relation to:

- a) the use or taking of any Prize (including any tax liability incurred by any winner of a Prize);
- b) any technical difficulties or equipment malfunction (except to the extent caused by a wrongful act or omission of the Promoter or any of its officers or personnel);
- c) any theft, unauthorised access or interference by a third party;
- d) any entry or Prize claim that is late, lost, altered, damaged or misdirected (except to the extent caused by a wrongful act or omission of the Promoter or any of its officers or personnel);
- e) any variation in Prize type or value to that stated in the Schedule (subject to the operation of Clause 5 and otherwise to the extent outside of the Promoter's control); and/or
- f) any act or omission of any entrant,

and each entrant unconditionally and irrevocably releases the Promoter from any and all such liability.

11. MISCELLANEOUS

- a) Failure by the Promoter to enforce any right under these Terms and Conditions at any time does not constitute a waiver of that right or any other right.
- b) The Competition is void where prohibited or restricted by any applicable law.
- c) The Competition, including these Terms and Conditions, is governed by the laws of the State of New South Wales, Australia.

Schedule

Competition	Essential Water 'You Talk. We Listen' Survey Prize Draw
Promoter	Essential Energy ABN 37 428 185 226 8 Buller Street, Port Macquarie NSW 2444 Phone: 13 23 91
Entry – eligibility and restrictions	The Competition is open to all Essential Water account holders who submit an entry in accordance with the 'How to enter' section below during the Competition Period.
Competition Period	The Competition opens at 6am on Friday, 17 January 2025 and closes at 6pm on Friday, 14 February 2025.
How to enter	To enter the Competition, an entrant must, during the Competition Period complete the 'You Talk. We Listen' customer survey online and tick the box confirming that they wish to enter the Competition.
No. of entries permitted	One per Essential Water account.
Entry receipt	The time that a Competition entry is received will be the time the 'You Talk. We Listen' customer survey is submitted online by the entrant as per the 'How to enter' section (provided that the entrant is eligible to submit an entry in accordance with these Terms and Conditions).
Prize(s)	\$100 credit against a winning Competition entrant's Essential Water account.
Total number of Prizes	5
Total Prize Pool	\$500
Winner Determination	The Competition will be randomly drawn at 9am on Wednesday, 19 February 2025 at Essential Water's office at 273 Wills Street, Broken Hill, NSW 2880.
Winner notification	Each winner of a Prize will be notified by telephone on Wednesday, 19 February 2025 or Thursday, 20 February 2025, subject to the provision of their telephone number with their Competition entry and their availability by telephone.
Results publication	The name of each winner of a Prize will be published on the Essential Water website (https://essentialwater.com.au/) from Friday, 21 February 2025 for a period of 30 days.