

'AN EASY WAY TO WIN' COMPETITION

TERMS AND CONDITIONS OF ENTRY

Important notes:

- This document, together with the additional information set out on Horizon Power's website and Facebook's and Instagram's standard terms and policies, form the terms and conditions ('Terms and Conditions') for the "An Easy Way to Win" Competition ('Promotion').
- Entry into this Promotion is deemed acceptance of these Terms and Conditions.
- **Do not** enter this Promotion if you do not accept or cannot comply with these Terms and Conditions.

1. **Promoter:** The promoter of this Promotion is Regional Power Corporation ABN 57 955 011 697 of Stovehill Road, Karratha, Western Australia trading as Horizon Power ('Horizon Power' or 'Promoter').
2. **Promotion Period:** The Promotion commences 5:00 pm (Australian Western Standard Time) on Monday 14 January 2019 and ends at 5:00 pm (Australian Western Standard Time) on Thursday 28 February 2019 ('Promotion Period').
3. **Eligibility criteria:** Subject to clause 4, entry is open to entrants ('Entrants') who:
 - a) are Western Australian residents;
 - b) are aged 18 years or over; and
 - c) reside at a premises which has a residential account with the Promoter on the A2 tariff or have a small business account with the Promoter on the L2 tariff.
4. **Excluded entrants:** You are ineligible to enter this Promotion if you:
 - a) do not satisfy all 3 of the eligibility criteria set out above; or
 - b) are an immediate family member of a director, manager, employee or agent of the Promoter, its related bodies corporate or any agency associated with this Promotion.
5. **Entry process:** To enter the Promotion, you must follow this process prior to the end of the Promotion Period:
 - a) access the Horizon Power corporate website page at <https://horizonpower.com.au/competitions> and open the link to the Promotion, or access the Promotion via Facebook or Instagram;
 - b) Provide a creative energy efficiency caption to accompany appliances with personality in the comments section of the Facebook or Instagram post; and
 - c) confirm you are aged 18 years or over and have read and agreed to these Terms and Conditions; and
6. **Invalid entries:** The Promoter accepts no responsibility for incomplete, incorrectly submitted, delayed or misdirected entries.

7. **Maximum number of entries:** An Entrant is permitted to complete and submit unlimited entries. The Promoter has the right to remove any entries that appear to be duplicates or multiple entries from the same Entrant.
8. **Judging:** The three winners of this Promotion will be judged by a Horizon Power representative at 5:00pm (Australian Western Standard Time) on Friday 1 March 2019 at 18 Brodie Hall Drive, Technology Park Western Australia 6102. The results of the judging are final and no correspondence will be entered into.
9. **Judging criteria:** Entrants who submit an image caption will qualify to have their submission judged by a Horizon Power representative. The three winners of this Promotion will be decided on the basis of creativity and relevancy of their image caption. On this basis, this Promotion is a game of skill and not a game of chance.
10. **Winner notification:** The Prize winners will be:
 - a) notified via Facebook or Instagram direct message within five business days of the draw;
 - b) announced on the Horizon Power website within five business days of the draw;
 - c) announced on the Horizon Power corporate Facebook page within five business days of the draw; and
11. **Prizes:** There will be three (3) winners, who will each receive a Dyson Pure Cool™ Tower Fan valued at \$800 AUD (inclusive of GST). The total Prize-pool value is \$2,400 AUD.
12. **No transfer of Prizes:** The Prizes must be taken as stated, are not transferable to another person or exchangeable for other goods and services.
13. **Right to re-judge:** The Promoter reserves the right to re-judge the Promotion if a Prize-winner cannot be contacted after two days, has not complied with these Terms and Conditions or does not claim their Prize by 11 March 2019. In these circumstances, a Horizon Power representative will re-judge the Promotion at midday on 15 March 2018 at 18 Brodie Hall Drive, Technology Park, Bentley WA 6102, subject to any written direction given by applicable law. Any re-judged winner will be:
 - a) judged on the criteria outlined in clause 9;
 - b) notified by email and phone within five business days of the re-judging;
 - c) announced on the Horizon Power website within five business days of the re-judging;
 - d) announced on the Horizon Power corporate Facebook page within five business days of the re-judging; and
14. **Additional documentation:** The Promoter reserves the right to request winners to provide proof of identity. Identification considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. As a condition of accepting a Prize, each Prize winner must sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.
15. **Breach of terms:** If the Promoter finds that a Prize winner has breached these Terms and Conditions, then the Prize winner must promptly return their Prize to the Promoter upon receiving a request to do so.
16. **Reservation of rights:** The Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this Promotion at any time.

17. **Limit of liability:** The Promoter and others associated with this Promotion and their respective related bodies corporate, officers, employees, contractors, and agents will not be held liable for any loss, damage, injury or death whatsoever which is suffered or sustained (including but not limited to direct, indirect and consequential loss and including but not limited to any loss, damage, injury or death arising from any person's negligence) in connection with this Promotion, the promotion of this Promotion, the installation or any use of any Prize, except for any liability which cannot be excluded by law (in which case the liability is limited to the minimum allowable by law).
18. **Facebook:** This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook and Instagram. You are providing your information to 'Horizon Power' and not to Facebook or Instagram. The information you provide will be used for this competition only and will not be shared with any other party outside of 'Horizon Power'
19. **Force majeure:** If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter or which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations.
20. **Intellectual property:** Any response which is submitted as part of the Promotion becomes the property of the Promoter. By submitting an entry, you warrant that you own the intellectual property in the entry you submitted.
21. **Personal information:** This clause 21 sets out the basis on which the Winners provides personal information, such as their name, age, addresses and other information about the Entrant ('Personal Information') and how that Personal Information may be used:
 - a) Entrants warrant that any Personal Information that they provide in connection with the Promotion is accurate;
 - b) Entrants irrevocably consent to the Promoter using any Personal Information which they submit in connection with this Promotion on an on-going basis for any purposes connected with the Promoter's business, including the conduct of the Promotion and publication of Prize winners;
 - c) the Promoter's use of an Entrant's Personal Information in accordance with this clause 21 may involve:
 - (i) use of the Personal Information as required for running the Promotion including providing such information to Rare Pty Ltd or another third party administering the Promotion on behalf of the Promoter;
 - (ii) publication in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic mail messages (including our websites, social media, newsletter, in print and on television); and
 - (iii) disclosure to third parties (including State and Territory lottery departments and the Promoter's contractors) in connection with the Promoter's business;
 - d) Entrants will not be entitled to receive any remuneration or notice in relation to the Promoter's use of their Personal Information in accordance with this clause 21; and
 - e) the Promoter complies with the Australian Privacy Principles in the *Privacy Act 1988* (Cth) ('Privacy Act'). The Promoter also has a Privacy Policy, which is available on request or on the Promoter's website at <https://horizonpower.com.au/privacy-policy/>

('Privacy Policy'). The Promoter will use any Entrant's Personal Information in accordance with the Privacy Act and its Privacy Policy.

22. **Governing law:** These Terms and Conditions are governed by the laws of Western Australia.