

Customer Feedback Survey Competition

Terms and Conditions

1. The “**Customer Feedback Survey Competition**” (**Competition**) is a trade promotion lottery run by Synergy (ABN 58 673 830 106) on and subject to these terms and conditions (**Terms**). Eligible Entrants are deemed to have accepted these Terms.
2. The Competition commences at 12:00am (AWST) on 26 October 2022 and closes at 11:59pm (AWST) on 30 June 2023 (**Competition Period**).
3. Information on how to enter and prizes form part of the terms. Submission of an entry is deemed acceptance of the terms. To the maximum extent permitted by law, Synergy’s decision regarding the prize draws, determination of Eligible Entrants and winners is final and no correspondence will be entered into in relation to any dispute or other matter arising in relation to the Competition.

Eligibility

4. The competition is open to any Australian resident who :
 - a. is at least 18 years of age when the Competition commences;
 - b. has received an invitation from Synergy to complete a Customer Feedback Survey (**Survey**); and
 - c. has responded to and submitted the completed Survey to Synergy in accordance with the invitation received, (**Eligible Entrant**).
5. Employees of Synergy and their relatives and agents, and any related bodies, are not eligible to enter the Competition.
6. Synergy may, in its sole discretion, refuse access to or disqualify any Eligible Entrant from participating in the Competition.
7. A breach or violation of any of the Terms (determined in Synergy's sole discretion) will result in an immediate termination of an Eligible Entrant's eligibility to enter the Competition.

The Competition

8. Eligible Entrants will receive an invitation from Synergy to complete a Survey to participate in the Competition. This is usually (but not limited to) an email invitation containing an online survey link.
9. Entry is automatic in a prize draw as set out in Table 1 in these Terms if, an Eligible Entrant meets the requirements in paragraph 4 of these Terms within the applicable Entry Period for that prize draw.
10. Synergy reserves the right to suspend use of, or withdraw, any Survey and/or any of its features or components; and add to, amend, remove, or disable access to, any part of the Survey without notice.
11. Each winner will be awarded one \$50 GiftPay e-Gift Card (**Prize**). There will be 30 prize winners in total and the total prize pool value is \$1,500 (GST inc.).
12. Prize winners will be chosen using a random electronic selection method in each prize draw. Synergy will conduct a prize draw every three months and notify winners on the dates set out in Table 1 below. There will be a total of three prize draws. Prize draws will take place at Synergy, 219 St Georges Terrace, Perth.

Table 1: Prize Draw & Notification Schedule

Prize Draw	Entry Period	Draw Date	Notification Date	Number of Winners
#1	26 th October – 31 st December 2022	3 rd January 2023	5 th January 2023	10
#2	1 st January – 30 th March 2023	3 rd April 2023	5 th April 2023	10
#3	1 st April – 30 th June 2023	3 rd July 2023	5 th July 2023	10

13. Synergy will notify winners of the Prizes via email. To redeem the prize, the winner must respond to the email from Synergy, confirming their full name.
14. Prizes must be taken “as offered” and cannot be varied, extended, transferred, exchanged or redeemed as cash or an upfront credit.
15. If a Prize is unavailable for any reason, Synergy reserves the right to offer a substitute prize of equivalent value.
16. Any additional products or services not included in the Prize, but required by a winner, will need to be arranged and paid for by that winner.
17. If there is any expiry date by which the Prize must be used then Synergy will not be responsible if the Prize expires as a result of not being used or redeemed prior to that expiry date.
18. The Prize may be subject to additional terms and conditions from the supplier which will be notified to the winner when the Prize is provided to the winner.

General

19. Eligible Entrants acknowledge and agree that access to, and use of, the Survey is at their own risk. The Survey is provided 'as is' and 'as available' for an Eligible Entrant's use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions.
20. Synergy accepts no responsibility for any late, lost, incomplete, misdirected, incorrectly submitted, delayed or ineligible entries, applications, claims or correspondence whether due to error, omission, alteration, tampering, theft, deletion, destruction, transmission, interruption, communications failure or otherwise. Synergy has no control over the postal system, internet, telecommunications networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
21. Any queries or complaints regarding the Prize and its terms of use, including any validity period within which it must be used or where it can be used, must be directed to Synergy.
22. If for any reason any aspect of the Competition is not capable of running as planned, including by reason of infection by computer virus, telecommunications networks failure, bugs tampering, unauthorised intervention, fraud, technical failures, or any cause beyond

the control of Synergy which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, Synergy in its sole discretion may cancel, terminate, modify or suspend the Competition, or invalidate any affected entries, subject to the approval of Gaming and Wagering Commission (WA) or other relevant authorities, if and only to the extent required.

23. None of Synergy and its associated agencies and companies are liable to any winner or any other person in any way (including but not limited to liability for negligence) for any loss, expense, damage or injury which is suffered or sustained (whether or not arising from any negligence) in connection with all or any of the Survey, the Competition or acceptance, transportation, delivery or use of the Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum liability allowable by law).
24. Any queries or complaints regarding the Prize and its terms of use, including any validity period within which it must be used or where it can be used, must be directed to Synergy.
25. Nothing in these Terms excludes, restricts or modifies the rights of any person or entity as a “consumer” under the Australian Consumer Law (or any other statutory rights) to the extent the law does not allow them to be excluded, restricted or modified.
26. All entries will be the property of Synergy. The information entrants provide will be used by Synergy for the purpose of and relating to conducting the Competition and otherwise in accordance with Synergy’s Privacy Policy and Collection of Information Statement (available at synergy.net.au). Without limitation, Synergy may disclose entrants’ personal information to relevant suppliers, contractors and agents for or in relation to any of those purposes and to State and Territory regulatory bodies and winners’ names may be published, as required, under the relevant legislation and as set out in these Terms. Synergy’s marketing activities are subject to the Australian Privacy Principles in the *Privacy Act 1988* (Cth).
27. Synergy may cancel, withdraw or change the duration of the Competition at any time with the prior written approval of the Gaming and Wagering Commission (WA), if and only to the extent required.
28. In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.
29. These Terms are governed by and to be interpreted in accordance with the laws of Western Australia.