



Switch from BPAY to Direct Debit Competition – Residential

Terms and Conditions

Competition

1. The “**Switch from BPAY to Direct Debit Competition – Residential**” (**Competition**) is a trade promotion lottery run by Electricity Generation and Retail Corporation (trading as Synergy) (ABN 71 743 446 839) (**Synergy**) on and subject to these terms and conditions (**Terms**). 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 is final and no correspondence will be entered into in relation to any dispute or other matter arising in relation to the Competition.

Competition Period

2. The Competition commences at 12:01 am (AWST) on Sunday, 1 May 2022 and closes at 11:59pm (AWST) on 30 June 2022 unless otherwise specified in, or varied in accordance with, these Terms (**Competition Period**). To be eligible, entries must be received by Synergy no later than 11:59pm on 30 June 2022 (AWST).
3. An entry is deemed to be received at the time it is received by Synergy and not at the time of submission of the entry. Entries must be received by Synergy before the end of the Competition Period. Entries received after the specified time, as determined by Synergy in its sole discretion, will automatically be deemed as invalid.

Eligibility and Entry

4. To be eligible to enter the Competition you must:
 - a be at least 18 years of age;
 - b be a Synergy residential account holder in the South West Interconnected System;
 - c be registered with MyAccount;
 - d have signed up for paperless billing and receive your Synergy bills by email;
 - e have made the last payment towards your Synergy residential account prior to 1 May 2022 using BPAY;
 - f not have an active direct debit arrangement with Synergy prior to the commencement of the Competition Period; and
 - g register for payment of your Synergy residential account by direct debit or 'direct debit by instalments' during the Competition Period by entering into a direct debit agreement with Synergy,
(Eligible Entrant).
5. Synergy's Direct Debit Service Agreement terms and conditions apply to any direct debit agreement a person has with Synergy.
6. Employees of Synergy and their relatives and agents, and any related bodies, are not eligible to enter the Competition and such entries will not be valid.
7. Eligible Entrants will be automatically entered into the Competition unless they otherwise notify Synergy.



8. Eligible Entrants must have a direct debit agreement in respect of their residential Synergy account in place at the time of the draw described in paragraph 10 of these Terms.

Prize

9. Synergy will randomly select five Eligible Participants in its sole discretion who will be entitled to one Prize as defined in paragraph 11 of these Terms (**Winners**), subject to providing their consent and acceptance of these Terms in a form acceptable to Synergy.
10. The draw to determine the Winners will take place on Tuesday, 5 July 2022, or at another later time that Synergy may decide in its sole discretion. The draw will take place at Synergy, 219 St George's Terrace, Perth, WA 6000.
11. The total prize pool of the Competition is \$500 (GST inc) which consists of five (5) prizes to be awarded to five (5) individual Eligible Participants. Each prize is a AUD\$100 Synergy account credit (**Prize**). Each Prize will be processed as a credit on each Winner's residential Synergy electricity account until the value of the prize has been reached. If the value of the account credit exceeds any amounts owing on the Winners' account, they will receive bill(s) in credit until the full value of the Prize has been reached. The winner will be required to pay for any amount outstanding in relation to the account after the value of the prize has been reached.
12. Each Prize must be taken "as offered" and cannot be varied, extended, transferred or exchanged for cash or an upfront credit. If the Winner terminates their account with Synergy after the Prize is awarded but before the account credit is fully applied against amounts owing then any remaining amount of the account credit will be forfeited.
13. Each Winner will be officially notified no later than Friday, 15 July 2022 via phone or email.
14. If a Winner is deemed ineligible by Synergy for the Prize (in its sole discretion), then, subject to these Terms, Synergy reserves the right to choose another Winner in its sole discretion, or not appoint a Winner.
15. To the maximum extent permitted by law, Synergy's decision regarding the Prize draw, determination of Eligible Participants and the Winners, delivery of the Prize and the conduct of the Competition is final and no correspondence will be entered into in relation to any dispute or other matter arising in relation to the Competition.
16. If the Prize is unavailable for any reason, Synergy, in its sole discretion, reserves the right to offer a substitute prize of equivalent value.
17. 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.

General

14. A breach or violation of any of these Terms will result in the immediate termination of a person's eligibility to participate in the Competition.
15. All [Winners] agree to participate and co-operate as required in editorial activities relating to the Competition, including but not limited to being interviewed and photographed. Each winner consents (and will procure all necessary consents) to Synergy using their name, likeness, image and voice (including photograph, film and recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting the Competition (including any outcome), Synergy and the products or services or both supplied by Synergy. Each Winner agrees they will not, and will ensure that their companions do not sell or otherwise provide their story and photographs to any media or other organisation without Synergy's consent.



16. 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.
17. 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, the effects of COVID-19 or any cause beyond the control of Synergy which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, or otherwise frustrates the Competition, Synergy reserves the right to cancel, terminate, modify or suspend the Competition, or invalidate any affected entries, subject to the approval of the Gaming and Wagering Commission (WA) or other relevant authorities, if and only to the extent required.
18. All entries will be the property of Synergy. The information Eligible Participants 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 Eligible Participants' 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).
19. Neither Synergy nor its associated agencies, companies and contractors 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 promotion, the running of 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).
20. Any queries or complaints regarding the Competition and its Terms must be directed to Synergy.
21. 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.
22. Nothing in these terms and conditions 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.
23. 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.
24. Synergy in its sole discretion may terminate, modify, or suspend the Competition or invalidate any affected entries, subject to the approval of the Gaming and Wagering Commission (WA), if and only to the extent required.
25. These terms and conditions are governed by and to be interpreted in accordance with the laws of Western Australia.