

# Esperance Energy Transition Plan – Residential case study incentive and prize draw

## Terms & conditions

- 1. Interpretation of terms and conditions:** These terms and conditions apply to the Promotion ('**Terms and Conditions**'). In these Terms and Conditions, unless the context requires otherwise:
  - a) a reference to a 'clause', is a reference to a clause of these Terms and Conditions;
  - b) capitalised terms have the meaning given to them in the relevant clause;
  - c) the singular includes the plural and the plural includes the singular; and
  - d) "including" and similar expressions are not words of limitation.
- 2. Promoter:** The promoter of this Promotion is Regional Power Corporation ABN 57 955 011 697 (trading as Horizon Power) as established under section 4(1)(d) of the *Electricity Corporations Act 2005 (WA)* of 18 Brodie Hall Drive, Bentley, Western Australia ('**Horizon Power**').
- 3. EETP Residential Customer Incentive Promotion:** Horizon Power is promoting:
  - a) an incentive bonus reward of 1 x \$100 Visa gift card for each eligible Entrant who submits an Entry ('**Incentive**'); and
  - b) an additional 1 x \$500 Visa gift card for the winner of a prize draw of the Entries ('**Prize Draw**'), (together the '**Promotion**').
- 4. Term of the Promotion:** The Promotion commences on 1 September 2023 and ends on 29 September 2023.
- 5. Eligibility criteria:** Subject to clause 6, entry into the Promotion is open to entrants ('**Entrants**') who:
  - a) are Western Australian residents;
  - b) are aged 18 years or over;
  - c) are the property owner of a premises in Esperance which transitioned away from the reticulated gas network prior to 31 December 2022; and
  - d) have completed an online form by 29 September 2023 giving consent to provide reticulated gas charges for the property for a twelve-month period prior to the property energy transition (an '**Entry**').
- 6. Excluded entrants:** Entrants are ineligible to enter this Promotion if they:
  - a) do not satisfy all 4 of the eligibility criteria set out above in clause 5; or
  - b) are an employee of Horizon Power or are immediate family member of a director, manager, employee or agent of Horizon Power, its related bodies corporate or any agency associated with this Incentive.
- 7. Invalid entries:** Horizon Power accepts no responsibility for incomplete, incorrectly submitted, delayed or misdirected Entries.
- 8. Maximum number of Entries and prizes:** Entrants are restricted to one Entry for the Promotion per property owned or occupied and previously connected to the Esperance reticulated gas network. Horizon Power reserves the right to remove any Entries from the Promotion that are duplicates or multiple Entries of an Entrant for the same property.
- 9. Prize Draw date and method:** The Prize Draw winner will be selected at random using the online random name picker tool at [www.commentpicker.com/random-name-picker.php](http://www.commentpicker.com/random-name-picker.php). This will be performed at Horizon Power's offices at 18 Brodie Hall Drive, Bentley, WA 6102 at 12:00pm (Australian Western Standard Time) on Monday 2<sup>nd</sup> October 2023.

## PROTECTED

Subject to these Terms and Conditions, the results of the Prize Draw are final and no correspondence will be entered into.

10. **Notification:** The Entrants who are eligible for the Incentive will be notified by email within five business days of completing the online form. The winner of the Prize Draw will be notified by email sent within five business days of the Prize Draw.
11. **Prizes:** The Incentive bonus reward will be 1 x \$100 Visa gift card per eligible Entrant. The Prize Draw winner will receive an additional 1 x \$500 Visa gift card.
12. **No transfer of prizes:** The gift cards will be provided by Horizon Power and must be taken by the recipients as stated.
13. **Waiver of liability and additional documentation:** As a condition of accepting an Incentive reward or Prize Draw and to the extent permitted by law, each Incentive recipient or Prize Draw winner, or both, acknowledges and agrees to release Horizon Power from any liability in connection with or, in respect of, any loss as a consequence of the Incentive or Prize Draw.
14. **Breach of terms:** If Horizon Power determines, in its sole and absolute discretion, that an Incentive recipient or Prize Draw winner has breached these Terms and Conditions, then the Incentive recipient or Prize Draw winner, or both, must promptly return their prize to Horizon Power upon receiving a request to do so.
15. **Reservation of rights:** Horizon Power reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this Promotion at any time.
16. **Limit of liability:** Horizon Power 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, except for any liability which cannot be excluded by law (in which case the liability is limited to the minimum allowable by law).
17. **Force majeure:** If any act, omission, event or circumstance (including any COVID-19 related events) occurs which is beyond the reasonable control of Horizon Power or which prevents Horizon Power from complying with these Terms and Conditions, Horizon Power will not be liable for any failure to perform or delay in performing its obligations.
18. **Intellectual property:** All rights, title and interests (including any intellectual property rights) in any Entry submitted as part of the Promotion becomes the property of Horizon Power immediately upon the Entrant's submission of their Entry. By submitting an Entry, the Entrant warrants that they own the intellectual property rights in the Entry they submitted and assigns to Horizon Power any rights, title and interests (including intellectual property rights) that the Entrant has in their Entry.
19. **Personal information:** This clause 19 sets out the basis on which Horizon Power may use an Entrant's personal information, such as their name, age, town of residence, and energy usage and cost information ('**Personal Information**').
  - a) Horizon Power will comply with the Australian Privacy Principles in the *Privacy Act 1988* (Cth) ('**Privacy Act**') in relating to its handling of the Entrant's Personal Information.

- b) Horizon Power also has a Privacy Policy, which is available on request or on Horizon Power's website at <http://horizonpower.com.au/privacy-policy/> ('**Privacy Policy**'). By submitting an Entry, the Entrant consents to Horizon Power collecting, using and disclosing the Entrant's Personal Information in accordance with the Privacy Act and Horizon Power's Privacy Policy, including for the purpose of creating anonymous case studies relating to energy usage and costs.
  - c) Entrants warrant that: (i) any Personal Information that they provide to Horizon Power is accurate, complete and up-to-date; (ii) they have the right to share the Personal Information with Horizon Power; and (iii) if the Personal Information relates to any other person, they have that person's consent to disclose the Personal Information to Horizon Power for the purposes set out in these Terms and Conditions.
20. **Governing law and jurisdiction:** These Terms and Conditions are governed by the laws applicable in Western Australia. The Entrants and Horizon Power irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia in respect of any proceedings arising out of or in connection with the Terms and Conditions.