

Terms & Conditions

These are the terms and conditions (**'Terms and Conditions'**) that govern the 'Small Appliance' prize draw promotion (**'Promotion'**) to be held at Esperance Boulevard, 1 Forrest Street, Esperance, WA. on 6 August 2022 between 10:00 am and 2:00 pm)

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 10:00 am (Australian Western Standard Time) on Saturday 6 August 2022 and ends at 2:00 pm (Australian Western Standard Time) on Saturday 6 August 2022. ('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;

4. Excluded entrants: You are ineligible to enter this Promotion if you:

a) do not satisfy 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 return a completed entry form to the Horizon Power stand at Esperance Boulevard, 1 Forrest Street, Esperance, WA 6450 before 1.45 pm on Saturday 6 August 2022.

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 one entry only. The Promoter has the right to remove any entries that appear to be duplicates or multiple entries from the same Entrant.

8. Draw date and method: The winner will be selected at random at 2 pm on Saturday 6 August 2022 at the Horizon Power information stand at Esperance Boulevard, 1 Forrest Street, Esperance, WA.

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

10. Notification: The Prize winner will be:

a) notified by telephone, following the draw;

b) announced on the Horizon Power website within five business days of the judging; and

c) announced on the Horizon Power corporate Facebook page within ten business days of the judging.

11. Prize: The winner, will receive a 'Small Appliance Pack' comprising one Russell Hobbs Textured Kettle (Stone), one Russell Hobbs Textured 4 slice toaster (Stone) and one Russell Hobbs Classic Food Processor. The total value of this Prize is \$304 (inclusive of GST).

12. No transfer of Prizes: The Prize must be taken as stated and is not exchangeable for other goods, services or cash.

13. Additional documentation: As a condition of accepting a Prize, each Prize winner must sign any legal documentation in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.

14. Breach of Terms and Conditions: 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.

15. 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).

16. 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.

17. 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.

18. Personal information: This clause 18 sets out the basis on which the Promoter may use an Entrant's personal information, such as their name, age and town of residence ('Personal Information'):

a) Entrants warrant that any Personal Information that they provide to the Promoter 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 18 may involve:

(i) publication in any media (including our websites and in print); and

(ii) 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 18 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 <http://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.

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