

Horizon Power 'Customer Update' Terms and 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 suite 2/18 Brodie-Hall Dr, Bentley, Western Australia ('**Horizon Power**').
3. **Promotion:** Horizon Power is promoting a monthly draw for the Monthly Prize ('**Monthly Prize Draw**').
4. **Promotion Period:** The Promotion commences at 12:01am (Australian Western Standard Time) on Friday 25 October 2024 and ends at 12:00pm (Australian Western Standard Time) on Friday 31 January 2025. ('**Promotion Period**').
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; and
 - c) hold an active Horizon Power account.
6. **Excluded entrants:** Entrants are ineligible to enter this Promotion if they:
 - a) do not satisfy all three of the eligibility criteria set out above in clause 5; or
 - b) are an immediate family member of a director, manager, employee or agent of Horizon Power, its related bodies corporate or any agency associated with this Promotion.
7. **Entry process:** To enter the Monthly Prize Draw, Entrants must update their account contact details with Horizon Power month by any of the methods indicated in the Promotion. This includes calls to the contact centre or via the entry form on the Horizon Power website. The account details update must be made within the respective calendar month to be eligible for the Monthly Prize Draw for that month. An Entrant updating their account details in that calendar month is then automatically entered into the Promotion. There will be one monthly prize draw comprising eligible Entrants for that month only. Entrants will not automatically be eligible for a subsequent monthly prize draw. The valid dates for each month include:
 - a) 25 October 2024 to 30 November 2024 for the November Monthly Prize Draw;
 - b) 01 December 2024 to 31 December 2024 for the December Monthly Prize Draw; and
 - c) 01 January 2025 to 31 January 2025 for the January Monthly Prize Draw
8. **Invalid entries:** Horizon Power accepts no responsibility for incomplete, incorrectly submitted, delayed or misdirected entries.
9. **Maximum number of entries and prizes:** An Entrant:

- a) is permitted to enter each applicable Monthly Prize Draw Promotion once, and only if contact details are updated.
- b) is eligible to win one Monthly Prize Draw promotion and will be excluded from future Monthly Prize Draws.

Horizon Power reserves the right to remove any entries that appear to be duplicates or multiple entries from the same Entrant.

10. **Draw date and method:** There will be ten (10) Monthly Prize Draw winners, each selected at random from a group of participants who have correctly submitted their request to update their account contact details via the designated pathway being the Horizon Power customer call centre, Horizon Power website form at <https://horizonpower.com.au/update>, or in person at a Horizon Power office. The winners will be selected through a random name picker tool at www.commentpicker.com/random-name-picker.php at 18 Brodie Hall Drive, Bentley, WA 6102 at 12:00pm (Australian Western Standard Time) on:
- a) Friday, 29 November 2024 for the November Monthly Prize Draw;
 - b) Monday, 06 January 2025 for the December Monthly Prize Draw; and
 - c) Monday, 03 February 2025 for the January Monthly Prize Draw

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

11. **Notification:** The ten winners of each Monthly Prize ('Prize Winners') will be:
- a) notified by Direct Message sent within five business days of the judging or draw (as applicable);
 - b) announced on the Horizon Power website within five business days of the judging or draw (as applicable); and
 - c) announced on the Horizon Power corporate Facebook page within five business days of the judging or draw (as applicable).
12. **Prize:** Each Monthly Prize Draw winner, will win one of ten (10) \$100 prepaid electronic giftcards.
13. **No transfer of prizes:** The Monthly Prize will be provided by Horizon Power and must be taken by the Prize Winner as stated. The Monthly Prize is not exchangeable for other goods, services or cash.
14. **Waiver of liability and additional documentation:** As a condition of accepting a Monthly Prize and to the extent permitted by law, each Prize Winner acknowledges and agrees to release Horizon Power from any liability in connection with or, in respect of, any loss as a consequence of the Monthly Prize.
15. **Breach of terms:** If Horizon Power determines, in its sole and absolute discretion, that a Prize Winner has breached these Terms and Conditions, then the Prize Winner must promptly return their Prize at their expense to Horizon Power upon receiving a request to do so.
16. **Reservation of rights:** Horizon Power reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this Promotion at any time.

17. **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, the installation or any use of any Monthly 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. **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.
19. **Intellectual property:** Any response submitted as part of the Promotion becomes the property of Horizon Power. By submitting an entry, the Entrant warrants that they have correctly provided accurate information in their submission.
20. **Personal information:** This clause sets out the basis on which Horizon Power 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 Horizon Power is accurate.
 - b) Entrants irrevocably consent to Horizon Power using any Personal Information which they submit in connection with this Promotion on an on-going basis for any purposes connected with Horizon Power's business, including the conduct of the Promotion and publication of Prize Winners.
 - c) Horizon Power's use of an Entrant's Personal Information in accordance with this clause 20 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 Horizon Power's contractors) in connection with Horizon Power's business.
 - d) Entrants will not be entitled to receive any remuneration or notice in relation to the Horizon Power's use of their Personal Information in accordance with this clause 20.
 - e) Horizon Power will comply with the Australian Privacy Principles in the *Privacy Act 1988* (Cth) (**'Privacy Act'**). 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'**). Horizon Power will use any Entrant's Personal Information in accordance with the Privacy Act and its Privacy Policy.
21. **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.