



**9Saver "Free Power for a Year" Promotion
(16 September to 30 November 2019)**

TERMS AND CONDITIONS

1. These terms and conditions apply to the 9Saver "Free Power for a Year" promotion ("**Promotion**") associated with the 9Saver Bill Buster Campaign. By participating in the Promotion, entrants agree to be bound by these terms and conditions.
2. The Promotion is made available by RevTech Media Pty Ltd ABN 75 150 963 474 (the **Promoter**) through the 9Saver platform. 9Saver is an initiative of RevTech Media Pty Ltd ABN 75 150 963 474 and Nine Entertainment Co Pty Limited ABN 59 122 205 065 ('Nine Entertainment').
3. Entry is only open to permanent residents of Australia over the age of 18. Employees of the Promoter and agencies associated with this Promotion are ineligible to enter.
4. The Promotion commences at 9.00am (AEST) on 16 September 2019 and closes at 11.59pm (AEST) on 30 November 2019 ("Promotional Period"). Entries received after 12.00am (AEST) on 1 December 2019 will not be eligible for the promotion
5. To enter, eligible entrants must join, or already be a member of, 9Saver and, during the Promotional Period:
 - (a) visit 9Saver.com.au and locate the Promotion entry form,
 - (b) complete all requested details including full name, contact number, a valid and current email address, postcode,
 - (c) answer to the question "Tell us in 25 words or less why you'd like to have your power bill paid for a year", and
 - (d) submit the completed form.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete or indecipherable entries will be deemed invalid. Multiple entries are not permitted. Entries must be unique.
8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

9. The judging will take place at 120b Underwood Street, Paddington NSW 2021. The judges may select additional reserve entries that they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.
10. This is a game of skill, and chance plays no part in determining the winners. Each entry will be individually judged based on literary and creative merit of the answer to the promotional question provided by each entrant. The Promoter's decision is final and no correspondence will be entered into.
11. The winners will be notified by email on 4 December 2019. The best ten (10) valid entries, as determined by the judges, will each win a "year's supply of electricity" up to a maximum of two thousand dollars (\$2000).
12. A "year's supply of electricity" is calculated, for each winner separately, by multiplying by a factor of four (4) the value of the current charges disclosed on the winner's:
 - (a) most recent quarterly electricity bill, or,
 - (b) where the winner receives monthly bills, (the addition of) the three most recent monthly electricity bills,issued by the winner's electricity retailer prior to the date of commencement of the Promotion.

The value of the current charges is to be determined after the application of all discounts, rebates and concessions applicable to that winner on each bill. Outstanding charges from prior periods, any late payment fees and similar ancillary one-off charges are to be excluded from the calculation.
13. Each winner will be requested by email to provide the Promoter with:
 - (a) copy invoices as required by Cl 12 to permit the Promoter to determine each winner's calculated "year's supply of electricity", and
 - (b) bank details (Institution, Account Name, BSB No and Account No),by return email within ten (10) days.

Failure by a winner to provide the requested details within sixty (60) days will result in the winner forfeiting their right to the receipt of the funds representing a "year's supply of electricity"
14. Upon receipt of the Cl 12 copy invoices from each winner, the Promoter will calculate the "year's supply of electricity" and within seven (7) days:
 - (a) notify each winner by email the value of calculated "year's supply of electricity", and
 - (b) transfer that amount to the winner's bank account provided to the Promoter pursuant to Cl 13.
15. Total prize pool value is valued at up to twenty thousand dollars (\$20,00.00)
16. Each entrant warrants that their entry is an original literary work of the entrant that does not infringe the rights of any third party. As a condition of entering this Promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry for any purpose, including but not limited to future promotional, marketing or publicity

purposes, in any media, without compensation, restrictions on use, attribution or liability.

17. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photographs, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
18. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law
 - (a) to disqualify any entrant; or
 - (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
19. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
20. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
 - (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (d) any variation in prize value to that stated in these Terms and Conditions;
 - (e) any tax liability incurred by a winner or entrant; or
 - (f) use of a prize.
22. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in

accordance with the Privacy Act 1988 (Cth) and its 9Saver privacy policy which is located at www.9saver.com.au/privacy-policy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

23. Entrants can contact the Promoter in relation to the Promotion by mail to RevTech Media Pty Ltd, 120B Underwood Street, Paddington, NSW 2021 or by email to contact@revtech.media.