

1st Energy Agfest Competition Terms and conditions

- 1. The Promoter is 1st Energy Pty Ltd (ABN 71 604 999 706) of Level 12, 459 Little Collins Street, Melbourne VIC 3000.
- 2. Information on how to enter and eligibility to be entered into the draw and prize details form part of the conditions.
- 3. The competition opens at midnight, 12:00am Wednesday 16 April 2025 and closes at 11:59pm Saturday 3 May 2025 ("Promotion Period").
- 4. Eligible Participants will be entitled to one draw entry by moving electricity providers to a 1st Energy RACT plan by either signing up online or by calling 1st Energy on 1300 426 594 or the dedicated RACT number 1300 106 014.
- 5. Eligible Participants are those who are RACT members, aged 18 years or over who are new customers of 1st Energy and residing in the State of Tasmania who sign up to the RACT plan. Eligible Participants will receive a maximum of one (1) entry per household. Your 1st Energy account and RACT membership must be active during the Competition Period and at the time of the prize draw. By signing up online or by calling 1st Energy on 1300 426 594 or the dedicated RACT number 1300 106 014 the Eligible Participant accepts these terms and conditions.
- 6. This competition is restricted to RACT members aged 18 years or over who are new customers of 1st Energy and residing in the State of Tasmania.
- 7. Employees of the promoter and those companies in which it has an equity interest or that trade using the RACT brand, and the immediate families of such employees are ineligible to enter.
- 8. The entire prize pool consists of 10 x \$500 Prezzee Smart eGift Cards. Use of Prezzee Smart eGift Cards is subject to terms of use https://www.prezzee.com.au/store/prezzee-gift-card
- 9. The prize pool is allocated as follows: 10 x \$500 Prezzee Smart eGift Cards (one eGift Card per winner).
- 10. The prize draw will be selected at random and occur as follows:
 - a. 30 days after the Promotion Period on Monday 2 June 2025 at midday, 12:00pm at the Promoter's Office: Level 12, 459 Little Collins Street, Melbourne VIC 3000.
- 11. The prize winners will be notified by email. This is a game of chance and no skill is required to enter. The winners will be based on a randomised draw, after meeting the entry requirements listed in these Terms and Conditions.
- 12. Details as to the collection of the prizes will be provided at the time the prize winners are notified.
- 13. Prize winners' names will be published on the 1st Energy website and may also be published on 1st Energy's social media channels. Eligible Participants consent to this publication as a condition of entry.
- 14. Should the prize winners decide to, at the promoter's request, participate in promotional activity (such as publicity and photography) surrounding the winning of the prizes, they agree to do so free of charge, and consent to the promoter (and its affiliates and companies that work for the Promoter) using their names and images in promotional material (which may include publication within the 1st Energy website, social media channels and/or app and RACT website.
- 15. The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending



- electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter.
- 16. In the event any of the prizes for a draw are refused, not accepted, or not claimed by Wednesday 02 July 2025 at midday, the unclaimed prize will be redrawn from the entries for the draw which has the unclaimed prize. This draw will occur on Wednesday 09 July 2025 at midday, 12:00pm at the Promoter's Office: Level 12, 459 Little Collins Street, Melbourne VIC 3000.
- 17. The prizes or any unused portion of the prizes are non-transferable and cannot be exchanged or taken as cash, or a credit on your 1st Energy account. Once claimed the gift cards provided as the prizes for this competition will remain valid until 2 June 2028
- 18. Any cost or expenses associated with entering the Competition and accessing, claiming and/or using the Prize is the Entrant's responsibility.
- 19. Except for any liability that cannot be excluded by law, the Promoter (including its 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 Competition, including, but not limited to, where arising out of the following: (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 the prize.
- 20. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 21. The Promoter, its contractors, employees and agents, shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered or sustained or incurred (including but not limited to indirect or consequential loss), arising out of or in any way connected with the competition and/or its prizes except for liability that cannot be excluded by law. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
- 22. The Promoter reserves the right to close the Competition earlier without warning.
- 23. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will 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.
- 24. The Promoter's decision is final with respect to all matters relating to the competition and no correspondence will be entered into with respect to those decisions.
- 25. The privacy of your personal information is important to us and 1st Energy's privacy policy will apply to this matter. For further details 1st Energy's privacy policy can be found at https://lstenergy.com.au/wp-content/uploads/2024/06/1stEnergyPrivacyPolicyJune2024-1.pdf