

# PLICO TOWN TEAMS COMPETITION TERMS & CONDITIONS

## Schedule to Terms & Conditions of entry

<b>Promotion name</b>	Plico Town Teams Competition
<b>Eligible States/Territories</b>	Western Australia
<b>Promotion Period</b>	Start: 16 Sep 2021 9:00 AM AWST  End: 25 Oct 2021 11:59 PM AWST  No entries will be accepted outside this time.
<b>Promoter</b>	Starling Energy Limited (ACN 617 042 592) trading as Plico Energy ( <b>Plico</b> )
<b>Eligible Entrants</b>	Subject to the terms and conditions attached, entry to the Promotion is open to an authorised representative (being 18 years or over) of (and on behalf of) an Eligible Town Team who completes the online registration form on <a href="http://www.plicoenergy.com.au/townteamssubmit">www.plicoenergy.com.au/townteamssubmit</a> .
<b>Eligible Town Teams</b>	A Western Australian based community organisation which is currently: (a) Affiliated or registered with the 'Town Team Movement'; and (b) Compliant with the 'Town Team Charter'.
<b>Eligible Entries and Method of Entry</b>	To enter the Promotion, Eligible Entrants must during the Promotion Period: (a) complete the online registration form; (b) submit: (i) the Eligible Town Team's vision for the future of their community and how they work bring that vision to life; and (ii) how their Eligible Town Team would use the Prize for their vision or the benefit of their local community]; (c) supply their email address and/ or telephone number; and (d) elect to receive marketing or promotional materials from Plico.
<b>Details of Prize</b>	The Promotion prize will be, at the option of the winner: (a) A fully installed Plico Solar and Battery System with the Energy Maker Membership package valued at \$19,188 inclusive of GST (52 weeks x 10 years x \$36.90 per week), to be installed on a premises selected by the winner (and with the authority of the registered proprietor of the land) located within the Plico Service Area; or (b) \$5,000 in cash. The Prize will be provided by Plico.

<b>Plico Service Area</b>	Residential or business premises located within the South-West Interconnected System
<b>Total number of prizes</b>	1
<b>Total Prize value</b>	Total prize pool (inc GST): \$19,188.00 (if the Plico Solar and Battery System with the Energy Maker Membership package is selected) or \$5,000 (if the Plico Solar and Battery System is not selected).
<b>Maximum number of entries</b>	A maximum of one Eligible Entry will be accepted from each Eligible Entrant. The first Eligible Entry received by Plico from an Eligible Entrant will be considered the Eligible Entrant's official entry.
<b>Prize draw</b>	The winning Eligible Entry will be selected by a judging panel comprised of representatives from Plico ( <b>Judging Panel</b> ). The Judging Panel will consider how the Eligible Entries responses align with the purposes and objectives of the Town Teams Movement and Plico. Each member of the Judging Panel receives one vote. The Eligible Town Team with the Eligible Entry who receives the highest votes will be deemed the winner of the Prize ( <b>Winner</b> ).  The judging will be completed and the Winner determined by 2:00pm AWST on 31 October 2021.  This is a game of skill and chance plays no part in determining the winner.
<b>Notification of Winner</b>	The Winner will be notified via email or phone no later than 1 November 2021. The Winner must confirm that they will claim the Prize by no later than 4 November 2021.
<b>Public announcement of winners</b>	After the winner has been notified, the winner will be published here: <a href="http://www.plicoenergy.com.au">www.plicoenergy.com.au</a>
<b>Unclaimed prize draw</b>	Plico reserves the right to redraw the winner of the Prize if the Winner is unable to satisfy these Terms and Conditions, forfeits or does not claim the Prize. Subject to directions from a regulatory authority, the Judging Panel must select a winner in accordance with the terms of the 'Prize draw' by 2:00pm AWST on 4 November 2021 ( <b>Winner</b> ).
<b>Notification of unclaimed prize Winners</b>	The Winner of the unclaimed prize draw will be notified via email or phone no later than 4 November 2021. The Winner must confirm that they will claim the Prize by no later than 5 November 2021.

## PLICO TOWN TEAMS COMPETITION GENERAL TERMS & CONDITIONS

1. Information on how to enter and prize details form part of these terms and conditions (**Terms**). The Terms include and must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms.
2. Entry is open only to an Eligible Entrant as defined in the Schedule. However, directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion are not Eligible Entrants and are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. The Promotion will be conducted during the Promotion Period.
4. The Prize/s are specified in the Details of prizes section of the Schedule.
5. The total prize pool is specified in the Total prize value section of the Schedule.
6. Any prize is valued in Australian dollars unless expressly stated to the contrary.
7. Entrants are advised that tax implications may arise from winning the Prize and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a Prize. Entrants are responsible for any and all expenses that they incur in entering the Promotion and they will not be reimbursed regardless of whether or not they win the Promotion.
8. The entrants must follow the Method of Entry set out in the Schedule during the Promotion Period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
9. The time of entry will be deemed to be the time the entry is received by the Promoter.
10. Entrants may submit up one Eligible Entry.
11. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.

12. The Prize will be awarded to the best entry as judged in accordance with the Prize draw details (as set out in the Schedule). The Judging Panel (as defined in the Schedule) reserves the right to disqualify any entrant submitting an entry which, in the opinion of the Judging Panel, includes objectionable content or does not meet the criteria relating to the method of entry. The judges' decision is final and no correspondence will be entered into.
13. The Winner does not need to be present at the draw.
14. The Winner will be notified in accordance with the Notification of Winner and Notification of unclaimed prize Winner (if applicable) sections of the Schedule. Notification will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days after notification was given by the Promoter. The notification will include details about how the Prize can be claimed.
15. The Promoter takes no responsibility where it is unable to contact the Winner who has not provided correct or complete contact details. If an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
16. It is a condition of accepting any Prize that the winner must comply with all the conditions of use of the Prize and the prize supplier's requirements. A Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated.
17. Plico Solar and Battery System and Energy Maker Membership (**Plico System**)
  - (a) Upon notification that an Eligible Town Team has won the Prize, the Winner must nominate whether it will claim the Plico System.
  - (b) The Winner may select to have Plico System installed on their premises or the premises of their nominee, within the Plico Service Area.
  - (c) If a nominee is selected, the contact details of the nominee must be provided to Plico within [10 days] of the Winner claiming their prize.
  - (d) The nominee will be required to enter into a separate agreement in relation to the Plico System.
  - (e) The Promoter cannot guarantee and gives no assurance or warranty that the Plico System will be able to be installed at the site nominated by the Winner or its nominee. The terms of the installation, use, maintenance and operation of the Plico System will be set out in the separate contract to be entered into by the Promoter and the Winner or its nominee.
  - (f) Installation times and dates will be agreed between Plico and the Winner or nominee (as applicable).
  - (g) The Prize must be taken "as offered" and cannot be transferred, exchanged, varied or extended, except in Plico's sole discretion.
18. Cash prize
  - (a) Upon notification that the Winner will not claim the Plico System, if the selected premises is unsuitable for installation of the Plico System or if Plico's nominee does not enter into a separate agreement with Plico, the Winner will receive the cash prize of \$5,000.
  - (b) The Prize will be processed as a cash deposit into the Winner's bank account only after the Winner

has provided Plico with bank account details and identification/ authority when accepting the Prize and had their identity verified by Plico.

19. The Winner's name and their written submission will be published in accordance with the 'Public announcement of Winner' section of the Schedule.
20. The Promoter may conduct an Unclaimed prize draw in accordance with the 'Unclaimed prize draw' section of the Schedule and notified in accordance with 'Notification of unclaimed prize Winner' section of the Schedule.
21. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
22. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
23. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
24. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) exclude 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, including, but not limited to, where arising from 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) delay, damage, or loss in transit of the Prize
  - (d) 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;
  - (e) any variation in prize value to that stated in these Terms;
  - (f) any tax liability incurred by a winner or entrant; or
  - (g) use of the Prize.

25. The Promoter reserves the right to:
- (a) declare as void any entries or claims for prizes resulting from any printing, production or distribution errors or where there has been error in any aspect of the preparation for or conduct of the Promotion materially affecting the result of the Promotion or the number of winners or the value of claims for prizes;
  - (b) add to or to waive any of the Terms;
  - (c) change the duration of the Promotion; and
  - (d) cancel the Promotion or any part of it at any stage in the event of circumstances beyond The Promoter's control,
  - (e) subject to the approval of any relevant authority (if and only to the extent required).
26. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms, the Winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
27. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
28. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
29. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. Entrants warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition. The Promoter has no obligation to credit an entrant as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.

30. The Winner agrees and consents to:
- (a) participate and co-operate in any promotional activities relating to the Promotion including being interviewed and photographed; and
  - (b) the Promoter using the Winner's name, entry, likeness, image and voice (including photograph, film and recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting the Promotion (including any outcome), the Promoter and any products and services supplied by the Promoter.
31. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
32. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement (available here: <https://www.plicoenergy.com.au/privacy-policy>).
33. The Promotion and these Terms will be governed by the law in force in Western Australia. Entrants accept the non-exclusive jurisdiction of courts and tribunals exercising jurisdiction in Western Australia in connection with disputes concerning the Promotion.
34. If the Promotion is conducted on, or utilising, social media including, without limitation Facebook, Instagram and Twitter, the Promotion shall be subject to the terms of use governing the applicable social media platform. In the event of an inconsistency between these Terms, and the terms of use of the applicable social media platform, the terms of the applicable social media platform shall prevail.
35. Without prejudice to clause 34 above, if the Promotion is conducted on a social media platform, entrants:
- (a) fully release that social media platform from all liability arising out of the Promotion;
  - (b) acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, that social media platform; and
  - (c) understand and accept that information disclosed in connection with the Promotion is disclosed to the Promoter and not that social media platform.