



# TERMS AND CONDITIONS

November 2022

Customer Experience Monitoring  
Incentive Program

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## INTRODUCTION

The following terms and conditions apply for Hunter Water Corporation's "Monitoring Customer Experience Incentive Program" ("Competition"). By entering the Competition, persons warrant that they agree to be bound by and have read and understood these terms and conditions. These terms and conditions are made available on Hunter Water's web site [www.hunterwater.com.au](http://www.hunterwater.com.au)

## PROMOTER

The Competition is conducted by Hunter Water Corporation (ABN 46 228 513 446) of 36 Honeysuckle Drive, Newcastle West NSW 2300 (the "Promoter").

## DURATION

The Competition commences on **Monday, 21 November 2022 at 09:00am (AEST) and ends on Friday, 17 November 2023 at 5:00pm (AEST)** ("Competition Period").

## ELIGIBILITY

All customers of the Promoter are eligible to enter the competition. Board members, management and staff of the Promoter are ineligible to enter the Competition.

## METHOD OF ENTRY

- a) To enter the Competition, Participants must:
  - i. Complete a customer experience questionnaire forwarded by email or SMS by Hunter Water; and
  - ii. Provide valid customer contact details
- b) The Participant agrees that, should they win, the prize is not refundable for cash.
- c) The Promoter accepts no responsibility for incomplete, incorrectly submitted, delayed, misdirected or illegible survey details (whichever is applicable). A Participant is eligible to go in the draw to win the prize by completing a survey and agreeing to participate in the competition. The Promoter has the right to remove any entries that appear to be duplicates or multiple entries submitted by the same Participant.
- d) The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content that may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill of the Promoter.
- e) All Participants acknowledge that the Promoter may rely on clauses 5(c) and 5(d) even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.

- f) Should a Participant's contact details change during the promotional period, it is the Participant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

## PRIZE

- a) There is a maximum of twelve (12) prizes to be won. The prize will consist of a \$50 gift card not redeemable as cash.
- b) All prize values are in Australian dollars.

## PRIZE CONDITIONS

- a) The prize draw will be conducted for each month. The Promoter will issue one (1) prize per draw.
- b) The barrel prize draws of the Competition will be conducted for each month at Hunter Water's Head Office Building, 36 Honeysuckle Dr Newcastle West 2300. The entries at the time of draw that are deemed not to have complied with these terms and conditions will be invalid.
- c) All prizes are non-transferable and not redeemable for cash. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value subject to Lotteries and Art Unions Regulation 2007 (NSW).
- d) The winner of the Competition will be notified by telephone, email or post by within five (5) days of the draw.

## PRIVACY

- a) The personal information Participants provide will be used by the Promoter for the purpose of conducting this trade promotion and Competition. The Promoter may disclose your personal information to third parties it engages to conduct work related to this competition. Third parties are bound contractually to protect your personal information in accordance with Hunter Water's Privacy Policy.
- b) By entering the Competition, you agree that the Promoter may use the information it has collected from the questionnaire for research and marketing purposes that are related to The Promoter's services. The Promoter complies with the Privacy and Personal Information Protection Act 1998 (NSW).
- c) Participants can access the personal information the Promoter holds about them by contacting the Promoter on 1300 657 657 or at [enquiries@hunterwater.com.au](mailto:enquiries@hunterwater.com.au). The Promoter's full Privacy Statement is available on request or on the "hunterwater.com.au" website.

## PUBLICITY MATERIALS

It is a condition of entry that the Promoter has the right to publicise the names, characters, likeness or voices of any Participants for any promotion or matter incidental to the Competition.

Participants consent to their entry being read out on air and/or their telephone and other conversations with the Promoter being broadcast on air.

Participants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the “publicity materials”) and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Competition that he/she wishes to retain his/her anonymity.

Participants also acknowledge that the publicity materials may be provided for the purposes of promotional display.

## COPYRIGHT

By entering into this Competition, all Participants:

- a) assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future.
- b) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title.
- c) undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

## TAMPERING AND OTHER MATTERS

- a) If for any reason this Competition is not capable of running as planned as a result of any technical failures, unauthorised intervention or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to State regulations) to disqualify any individual who (whether directly or indirectly) causes the same and/or reserves the right to cancel, terminate, modify or suspend the Competition.
- b) The Promoter accepts no responsibility for any error, omission, interruption, late, lost or misdirected entries not received by the Promoter due to technical disruptions, network congestion or any other reason.

## DECISION'S FINAL

The Promoter's decisions and any actions in relation to the Competition are final and cannot be contested. No correspondence or discussion with Participants or any other person will be entered into.

## RELEASE AND INDEMNITY

To the extent permitted by law, all Participants release from, and indemnify the Promoter, its associated companies and agencies and all those entities' personnel against all liability, cost, loss or expense arising out of acceptance of a prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

## **EXCLUSION OF PARTICIPANTS**

The Promoter reserves the right to exclude any person from participating in the Competition because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

## **TERMINATION OF COMPETITION**

The Promoter may vary the terms and conditions of or terminate the Competition at any time at its absolute discretion without liability to any participant or other person. The Promoter will not award the prize if the Competition is terminated.

## **FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or Participant.