



# MY ACCOUNT COMPETITION TERMS & CONDITIONS

## 1. Promoter

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

## 2. Competition period

The Competition commences on Saturday, 1 March 2025 at 12:01am (AEDT) and ends on Saturday, 31 May 2025 at 11:59 pm (AEST) ("Competition Period").

## 3. Eligibility

- 1) Entry is open persons who are:
  - a. 18 years and over;
  - b. an account holder(s) with the Promoter (or authorised representatives of the Promoter's account holder(s) on or before 31 May 2025 and continue to remain an account holder with the Promoter until date of the final prize draw: and
  - c. not registered with My Account prior to the start of the commencement of the Competition Period
- 2) The following persons are ineligible to enter:
  - a. Board members, management and staff of the Promoter and their immediate families;
  - b. Related entities of the Promoter, such as a business, corporation, or other entity that has a substantial ownership interest in another entity;
  - c. Agencies associated with this competition;
  - d. Government agencies;
  - e. Accounts of the Promoter managed by a third party (including any managing agents).
- 3) For the avoidance of doubt, all employees of the persons referred to in clause 2 (b) – (d) and their immediate families are eligible to enter this competition as long as they enter in relation to an account held in their personal capacity (eg. Their own residential property).

## 4. How to enter

To enter, entrants must, during the Competition Period:

- a. Visit the Promoter's website; and
- b. Register for My Account

Entry in the competition will be automatically recorded.

Each registration will equate to one entry.

## 5. Winners

There will be prize draws conducted at 11:00am (AEST) on the following dates:

- 2 April 2025 for all eligible entries up to 11:59pm (AEST) on 31 March 2025
- 5 May 2025 for all eligible entries up to 11:59pm (AEST) on 30 April 2025
- 3 June 2025 for all eligible entries up to 11:59pm (AEST) on 31 May 2025

One winner will be randomly selected at each prize draw date by the Promoter from all eligible entries as at each prize draw date.

## 6. Prize details

Each winner will receive a Prezzy e-gift card valued at \$500.

The total prize pool is \$1,500 comprised of 3 x Prezzy e-gift cards valued at \$500 each.

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Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

Prizes will be awarded to the winner's registered email address (as per their My Account details).

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## 7. Notification of winner

Winners will be notified in writing to the winner's registered email address (as per their My Account details) within 5 business days of the prize draw. Any action required by the winner to claim the prize will be set out in the written notice.

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If the winner fails to take the required actions in that written notice within 2 months of notification by the Promoter, the Promoter will redraw the prize at that date from all eligible prize entries at the redraw date.

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## 8. Further details

- 1) Entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will not be accepted.

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  - 2) This competition is a game of chance.

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  - 3) All ancillary costs including but not limited to insurance, taxes (excluding GST), meals, drinks, transport, transfers, spending money, fuel, oil and services costs, safety gear to comply with state and territory regulations, in-room charges and any and all other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner.

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  - 4) Prizes are not transferable and are not redeemable for cash. In particular, prizes may not, without the prior consent of the Promoter and any applicable third-party supplier of the prize ('Supplier'), be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered.

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  - 5) The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same conditions.

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  - 6) If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.

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  - 7) All reasonable attempts will be made to contact the winners. If a winner does not claim their prize within the specified time period, their entry will be deemed invalid and the Promoter may award their prize to the next valid entry drawn.

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  - 8) If an entrant's contact details change at any time after the date which they enter the competition, that entrant must notify the Promoter of their correct contact details immediately.

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  - 9) The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter; whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and
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proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

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- 10) The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to the competition, except for any liability which cannot be excluded by law.

Any prize supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third-party supplier or otherwise as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

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- 11) If in the conduct of this competition, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the *Competition and Consumer Act 2010* (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.
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- 12) Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.
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- 13) Before the prize is awarded, the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.
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- 14) Entrants consent to the Promoter using their name, entry, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
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- 15) Entries remain the property of the Promoter. Details from entries, the personal information of such entrant, will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the competition) and for promotional purposes, public statements and advertisements surrounding this competition. For the purposes of public statements and advertisements, the Promoter will only publish the winner's first name and suburb of residence. By entering this competition entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by the Protection Principles (IPPs) contained in the *Privacy and Personal Information Protection Act 1998* (NSW). A copy of Hunter Water's privacy policy can be viewed at [hunterwater.com.au/privacy-statement](http://hunterwater.com.au/privacy-statement). Entrants may access, change and/or update their personal information by contacting the Promoter on **1300 657 657** during office hours or contact the Promoter in writing at [enquiries@hunterwater.com.au](mailto:enquiries@hunterwater.com.au)
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- 16) These conditions are governed by the laws of New South Wales. The Promoter is Hunter Water Corporation of 36 Honeysuckle Drive, Newcastle West NSW 2300.
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