



Lumo Energy August 2021 Social Media Movie Tickets Promotion Terms and Conditions (as at 5 August 2021)

1. THE PROMOTION

- (1) Information on how to enter and prizes form part of these Terms and Conditions. Entry in the Lumo Energy August 2021 Social Media Movie Tickets Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 12:01am (AEST), Thursday 5 August 2021 and closes at 5:00 pm (AEST), Monday 9 August 2021 (**Promotion Period**).
- (3) The Promotion is a game of skill.

2. PROMOTER'S DETAILS

The promoter is Lumo Energy Australia Pty Ltd (ABN 69 100 528 327) of 570 Church Street, Cremorne Victoria 3121 (**Promoter**).

3. ELIGIBILITY

- (1) Subject to **clauses 3(2) and 3(3)**, entry in the Promotion is open to any resident of Victoria who is 18 years or older (**Eligible Entrant**).
- (2) Employees and their immediate families of the Promoter and their affiliates and subsidiaries are not eligible to enter.
- (3) The Promoter reserves the right to verify the validity of each entry. The Promoter reserves the right to disqualify any person for tampering with the entry process or who otherwise does not comply with these Terms and Conditions.
- (4) Each Eligible Entrant may only submit one entry.

4. HOW TO ENTER THE PROMOTION

- (1) To enter the promotion, an Eligible Entrant must, during the Promotion Period:
 - (a) follow Lumo Energy's Facebook page;
 - (b) 'like' the Promotion post; and
 - (c) comment on the Promotion post with a description of their favourite movie, without using the movie title.
- (2) An Eligible Entrant who submits a valid entry by following the process set out in **clause 4(1)**, will be an "**Entrant**" and their entry will be judged in accordance with **clause 6**.
- (3) Entries received outside of the Promotion Period will be ineligible for entry. Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt.
- (4) Any Eligible Entrant found to have used multiple social media accounts to enter will be ineligible.
- (5) An Entrant must not submit any entry:
 - (a) that contains images of another person without that person's permission (or in the case of a minor, the minor's parent(s) or legal guardian(s) permission);
 - (b) for which a third party holds the intellectual property rights where the Entrant has not obtained all necessary consents to copy, disclose, distribute, incorporate or otherwise use the material for any purpose;



- (c) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in Australia; or
 - (d) that may be used in connection with spamming, phishing, trolling or similar activities.
- (6) Unacceptable entries may be deemed invalid, at the Promoter's sole discretion.

5. THE PRIZE

The Promoter is offering Eligible Entrants the chance to win one (1) of ten (10) identical HOYTS cinemas general admission double passes issued in accordance with **clause 7 (Prize)**.

6. PRIZE WINNERS

- (1) The ten (10) entries that are judged by the Promoter as the most creative and original entries from all the correct, valid and eligible entries will each win a Prize (**Prize Winners**).
- (2) The Promoter will notify the Prize Winners before 5:00pm (AEST) on Wednesday 11 August 2021 by private online message to the Prize Winner's Facebook or Instagram account that posted the entry.
- (3) If the Prize Winner:
 - (a) responds before 5:00pm (AEST) on Sunday 22 August 2021, they will have been deemed to have accepted their Prize (**Winner's Acceptance**); or
 - (b) fails to respond by 5:00pm (AEST) on Sunday 22 August 2021, their prize will be deemed unclaimed.
- (4) In the event that the Prize Winner fails to respond under **clause 6(4)(b)**, the Promoter may award the Prize to the next valid entry received by the Promoter in accordance with **clause 6(1)**. Any Prize Winner(s) of an unclaimed Prize will be notified in the manner set out in **clause 6(3)**.
- (5) A Prize will not be replaced by the Promoter if it is damaged, lost or stolen.

7. PRIZE DETAILS

- (1) Within a reasonable time frame after the Prize Winner's Acceptance, the Promoter will contact the Prize Winners directly to arrange the itinerary associated with the Prize. The Promoter will also provide the Prize Winners with all information, tickets and all other necessary instructions in order for the Prize Winners to redeem the Prize. The Prize Winners must cooperate with the Promoter.
- (2) It is the responsibility of the Prize Winner to organise transport to/from the cinema.
- (3) The Prize Winner and their companion are responsible for their own travel insurance for the period of travel.
- (4) Hotel incidentals, transfers, spending money, meals, phone calls, taxis, additional activities and travel expenses and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the Prize Details above or as advised by the Promoter at the time of winning are the responsibility of the Prize Winner and their companions as incurred.
- (5) Dates, venues and schedules are not under the Promoter's control and are subject to change. The Promoter takes no responsibility for any date, venue or schedule changes.



8. OTHER MATTERS RELATING TO THE PROMOTION

- (1) It is a condition of accepting the Prize that the Prize Winner and his/her companions may be required to sign a release of liability in a form to be determined in the absolute discretion of the Promoter.
- (2) If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.
- (3) The Promoter's decision is final and no correspondence will be entered into.
- (4) It is a condition of accepting a Prize that the Prize Winner accepts the conditions applicable to the individual components of the Prize. The Prize cannot be transferred, exchanged or redeemed for cash.
- (5) Subject to State legislation and (if required) the approval of any relevant gaming authorities, the Promoter reserves the right to substitute the Prize in whole (or any of its components), with a substitute prize of equal or greater value and the Prize will be notified accordingly.
- (6) Acceptance of the Prize is deemed consent for the Promoter to use the Prize Winner's details, voice, image, likeness and photographs for promotional, marketing and publicity purposes on the Promoter's website or in other forms of social media or on other websites or in any other media used by the Promoter for an indefinite time without any further attribution, reference, payment or other compensation to the Prize Winner.
- (7) Each entrant must comply with any requirements for the use of Facebook, and his/her Facebook account. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to the Promoter and not to Facebook. The information you provide will only be used for prize notification, competition related announcements and the Promoter's communications. By entering into this Promotion you agree to release Facebook from any or all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook.
- (8) Each Entrant acknowledges that the public will have the capacity to comment on the entry, and will not hold the Promoter liable for the publication of any comments, whether derogatory, offensive, racist, defamatory or otherwise, posted in relation to the entry.

9. PRIVACY

By entering this Promotion, each Entrant is taken to consent to the Promoter using the Entrant's personal information to administer the Promotion and disclosing the Entrant's personal information to organisations that assist the Promoter with administering the Promotion to third parties as required by law. If the information requested is not provided by the Entrant, the Entrant may not participate in the Promotion. For details about how the Promoter may use your information, and what your rights are under Australian privacy laws, please refer to the Promoter's Privacy Policy available at lumoenergy.com.au/privacy.

10. LIABILITY

- (1) 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 Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)), or similar state-based consumer protection laws (**Non-Excludable Guarantees**).
- (2) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related bodies corporate (including their respective 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:

- (a) out of the Promotion; or
- (b) without limiting clause 10(2)(a), out of: (i) any technical difficulties, equipment malfunction, any delayed email, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical problems or traffic congestion on the internet or any website (whether or not under the Promoter or its related bodies corporate's control); (ii) any theft, destruction, unauthorised access or third party interference of entries under this Promotion; (iii) 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 or its related bodies corporate; (iv) any tax liability incurred by a Prize Winner or Entrant; or (v) use of a Prize.

11. VARIATIONS

- (1) The Promoter in its sole discretion may modify, suspend or terminate all or part of the Promotion, or disqualify and prohibit further participation in this Promotion, in the event that any portion of this Promotion is compromised by a virus, bugs, non-authorised human intervention, hackers or other causes beyond the reasonable control of the Promoter which, in the sole opinion of the Promoter, corrupts or impairs the administration, security, fairness, or proper conduct of the Promotion.
- (2) The Promoter reserves the right to update these Terms and Conditions from time to time in its sole discretion for administrative reasons or to ensure efficient operation of the Promotion. Changes will be posted on the Promoter's website at <https://www.lumoenergy.com.au/terms-and-conditions>.

12. GENERAL

- (1) 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 Entrant or Prize Winner or other person.
- (2) The laws of the State of Victoria apply to this Promotion.