



Lumo Energy “Ultimate Power Draw” Promotion Terms and Conditions (as at 5 October 2020)

1. THE PROMOTION

- (1) Information on how to enter and prizes form part of these Terms and Conditions. Entry in the Lumo Energy “Ultimate Power Draw” promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 12:01am (AEST) on Monday, 5 October 2020 and closes at 11:59pm (AEDT) on Sunday 29 November, 2020 (**Promotion Period**).
- (3) The Promotion is a game of chance.

2. PROMOTER’S DETAILS

The promoter is Lumo Energy Australia Pty Limited (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 into the Promotion is only open to any Victorian residential customer of the Promoter who is aged eighteen (18) years or over and who is currently on, or has signed up to, a residential electricity and/or gas plan of the Promoter during the Promotion Period (**Eligible Entrant**). For the avoidance of doubt this includes any residential customer of the Promoter who signed up before or during the Promotion Period.
- (2) Any entries received by any person who is not an Eligible Entrant will be void.
- (3) Employees and their immediate families of the Promoter and their affiliates and subsidiaries are not eligible to enter.
- (4) 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. HOW TO ENTER THE PROMOTION

- (1) Each Eligible Entrant as at the relevant closing date (as set out in the Schedule) during the Promotion Period will automatically be placed into that Prize Draw to be held in accordance with **clause 6**. An Eligible Entrant who is entered into a Prize Draw will be an “Entrant”.
- (2) Each Entrant will receive one (1) entry into a Prize Draw for every electricity and gas service to their Victorian residential supply address(es) for each year that the service has remained with the Promoter as at the relevant closing date during the Promotion Period. For the avoidance of doubt, Entrants will receive entries into a Prize Draw based on the length of time each service has been continuously active.

5. THE PRIZE

- (1) The Promoter is offering Entrants the chance to win one of two-hundred and twenty-six (226) prizes:
 - (a) ten (10) prizes, consisting of an amount of up to AUD3000 (GST included) to be credited to an electricity supply contract with the Promoter over a period of up to twelve (12) months (**Monthly Prizes**);



- (b) one-hundred and sixty (160) prizes, each consisting of an amount of up to AUD500 (GST included) to be credited to an electricity supply contract with the Promoter (**Weekly Prizes**); and
- (c) fifty-six (56) prizes, each consisting of an amount of AUD200 (GST included) to be credited to an electricity supply contract with the Promoter (**Daily Prizes**),

for use on electricity usage and daily supply charges for a residential supply address located in Victoria, issued in accordance with the terms of **clause 7 (Prizes)**.

- (2) The total value of each Monthly Prize is up to a maximum of AUD3000 (GST included), each Weekly Prize is AUD500 (GST included), and each Daily Prize is AUD200 (GST included). The total prize pool is AUD121,200 (GST included).

6. PRIZE WINNERS

- (1) There will be:

- (a) fifty-six (56) daily prize draws (**Daily Prize Draws**);
- (b) eight (8) weekly prize draws (**Weekly Prize Draws**); and
- (c) two (2) final prize draws (**Monthly Prize Draws**),

conducted for the Promotion as set out in the Schedule (**Prize Draw**). All draws will take place via electronic draw at 11.00am on the dates specified in the table below at the offices of Anisimoff Legal located at Suite 5, 210 Central Coast Highway, Erina, New South Wales 2250. Entries in each Prize Draw may be entered into subsequent Prize Draws, if the Entrant is still an Eligible Entrant

- (2) The first:

- (a) valid entry drawn via electronic draw in each Daily Prize Draw will win the Daily Prize (**Daily Prize Winners**);
- (b) twenty (20) valid entries drawn via electronic draw in each Weekly Prize Draw will win the Weekly Prize (**Weekly Prize Winners**); and
- (c) five (5) valid entries drawn via electronic draw in each Monthly Prize Draw will win the Monthly Prize (**Monthly Prize Winners**),

(**Prize Winners**). The Promoter's decision is final and no correspondence will be entered into.

- (3) Within five (5) business days of the Prize Draw, the Promoter will notify the Prize Winners by:

- (a) email, at the email registered with the Promoter as part of their entry into this Promotion;
- (b) telephone, at the telephone number registered with the Promoter as part of their entry into this Promotion; and



- (c) publishing the Prize Winners' name on the Promoter's website at: www.lumoenergy.com.au/ultimatepowerdraw.
- (4) If a Prize Winner:
 - (a) responds on or before Monday, 8 March 2021 they will have been deemed to have accepted their Prize (**Winner's Acceptance**); or
 - (b) fails to respond on or before Monday, 8 March 2021, their Prize will be deemed unclaimed.
- (5) The Promoter may conduct such further draws as necessary for any unclaimed Prizes (subject to the approval of the relevant gaming authorities in each State). The redraw will be conducted at the offices of Anisimoff Legal at Suite 5, 210 Central Coast Highway, Erina, New South Wales at 12:00pm AEDT on Wednesday, 10 March 2021, subject to any written direction given under applicable law. Any Prize Winner(s) of an unclaimed Prize will be notified in the manner set out in **clause 6(3)**. Any further draws that may be required to allocate any Prizes that remain unclaimed following the redraw held on Wednesday, 10 March 2021 will be conducted in accordance with the instructions of the relevant State gaming authorities.

7. PRIZE DETAILS

- (1) If a Prize Winner is not an electricity customer of the Promoter at the time of their Winner's Acceptance, then in order to redeem the Prize, they must enter into an electricity supply contract with the Promoter within three (3) calendar months of their Winner's Acceptance. On each billing cycle (for up to twelve (12) calendar months following the Monthly Prize Winner becoming a customer of the Promoter), the Promoter will apply a credit to their electricity bill for each billing cycle until the value of the Prize has been exhausted, provided that the Promoter is responsible for the Prize Winner's electricity account and the Prize Winner has not transferred to a new energy retailer. If a Prize Winner's energy account has not transferred to the Promoter as at the Prize Draw, the Prize will not be credited to the Prize Winner's account until Lumo Energy becomes responsible for the Prize Winner's electricity supply. If the Promoter is not responsible for the Prize Winner's electricity account prior to the date that is three (3) calendar months after their Winner's Acceptance, that Prize Winner will forfeit their Prize and will not receive any alternative prize. If this occurs the Prize will be an unclaimed prize and will be dealt with pursuant to **clause 6(5)** (subject to the approval of the relevant State gaming authorities).
- (2) The Prize, or any unused portion of the Monthly Prize at the end of the twelve (12) calendar months under **clause 7(1)**, cannot be refunded or converted into cash and is not transferrable to other persons or organisations.
- (3) It is a condition of accepting a Prize that the Prize Winner accepts the conditions applicable to the individual components of the Prize. The Prizes cannot be transferred, exchanged or redeemed for cash.
- (4) 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 Winners will be notified accordingly.

8. PRIVACY AND OTHER IMPORTANT MATTERS

- (1) 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, and to third parties as required or permitted by law. If the information requested is not provided by the Entrant, the Entrant may not participate in the Promotion. By entering into the Promotion, an Entrant who is not an existing residential customer of the Promoter, consents to the Promoter telephoning them to discuss the Promoter's energy offers, then the Promoter will contact that Entrant within a reasonable timeframe following that consent being provided. 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 www.lumoenergy.com.au/privacy.

- (2) Entering this Promotion is deemed consent for the Promoter to use the Prize Winners 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.
- (3) Where this Promotion is communicated via Facebook and/or Instagram, an Entrant acknowledges that this Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook and/or Instagram. By entering into this Promotion an Entrant agrees to release Facebook and/or Instagram 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 and/or Instagram.

9. 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, to the extent permitted by law, 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 9(2)**, out of:
 - (i) any technical difficulties, any delayed email, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure;
 - (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.

10. VARIATIONS

- (1) Subject to the approval of any relevant gaming authorities (where applicable), the Promoter reserves the right at its sole discretion to 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 www.lumoenergy.com.au/terms-and-conditions and at www.lumoenergy.com.au/ultimatepowerdraw.

11. 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 law applicable in Victoria applies to this Promotion.



SCHEDULE - PRIZE DRAW DETAILS

Prize Draw	Entries open	Entries close	Draw date	Unclaimed Prize Draw date
Daily Draw 1	12:01AM AEDT 5 October 2020	11:59PM AEDT 5 October 2020	6 October 2020	10 March 2021
Daily Draw 2	12:01AM AEDT 6 October 2020	11:59PM AEDT 6 October 2020	7 October 2020	10 March 2021
Daily Draw 3	12:01AM AEDT 7 October 2020	11:59PM AEDT 7 October 2020	8 October 2020	10 March 2021
Daily Draw 4	12:01AM AEDT 8 October 2020	11:59PM AEDT 8 October 2020	9 October 2020	10 March 2021
Daily Draw 5	12:01AM AEDT 9 October 2020	11:59PM AEDT 9 October 2020	12 October 2020	10 March 2021
Daily Draw 6	12:01AM AEDT 10 October 2020	11:59PM AEDT 10 October 2020	12 October 2020	10 March 2021
Daily Draw 7	12:01AM AEDT 11 October 2020	11:59PM AEDT 11 October 2020	12 October 2020	10 March 2021
Weekly Draw 1	12:01AM AEDT 5 October 2020	11:59PM AEDT 11 October 2020	12 October 2020	10 March 2021
Daily Draw 8	12:01AM AEDT 12 October 2020	11:59PM AEDT 12 October 2020	13 October 2020	10 March 2021
Daily Draw 9	12:01AM AEDT 13 October 2020	11:59PM AEDT 13 October 2020	14 October 2020	10 March 2021



Daily Draw 10	12:01AM AEDT 14 October 2020	11:59PM AEDT 14 October 2020	15 October 2020	10 March 2021
Daily Draw 11	12:01AM AEDT 15 October 2020	11:59PM AEDT 15 October 2020	16 October 2020	10 March 2021
Daily Draw 12	12:01AM AEDT 16 October 2020	11:59PM AEDT 16 October 2020	19 October 2020	10 March 2021
Daily Draw 13	12:01AM AEDT 17 October 2020	11:59PM AEDT 17 October 2020	19 October 2020	10 March 2021
Daily Draw 14	12:01AM AEDT 18 October 2020	11:59PM AEDT 18 October 2020	19 October 2020	10 March 2021
Weekly Draw 2	12:01AM AEDT 12 October 2020	11:59PM AEDT 18 October 2020	19 October 2020	10 March 2021
Daily Draw 15	12:01AM AEDT 19 October 2020	11:59PM AEDT 19 October 2020	20 October 2020	10 March 2021
Daily Draw 16	12:01AM AEDT 20 October 2020	11:59PM AEDT 20 October 2020	21 October 2020	10 March 2021
Daily Draw 17	12:01AM AEDT 21 October 2020	11:59PM AEDT 21 October 2020	22 October 2020	10 March 2021
Daily Draw 18	12:01AM AEDT 22 October 2020	11:59PM AEDT 22 October 2020	23 October 2020	10 March 2021
Daily Draw 19	12:01AM AEDT 23 October 2020	11:59PM AEDT 23 October 2020	26 October 2020	10 March 2021
Daily Draw 20	12:01AM AEDT	11:59PM	26 October 2020	10 March 2021



	24 October 2020	AEDT 24 October 2020		
Daily Draw 21	12:01AM AEDT 25 October 2020	11:59PM AEDT 25 October 2020	26 October 2020	10 March 2021
Weekly Draw 3	12:01AM AEDT 19 October 2020	11:59PM AEDT 25 October 2020	26 October 2020	10 March 2021
Daily Draw 22	12:01AM AEDT 26 October 2020	11:59PM AEDT 26 October 2020	27 October 2020	10 March 2021
Daily Draw 23	12:01AM AEDT 27 October 2020	11:59PM AEDT 27 October 2020	28 October 2020	10 March 2021
Daily Draw 24	12:01AM AEDT 28 October 2020	11:59PM AEDT 28 October 2020	29 October 2020	10 March 2021
Daily Draw 25	12:01AM AEDT 29 October 2020	11:59PM AEDT 29 October 2020	30 October 2020	10 March 2021
Daily Draw 26	12:01AM AEDT 30 October 2020	11:59PM AEDT 30 October 2020	2 November 2020	10 March 2021
Daily Draw 27	12:01AM AEDT 31 October 2020	11:59PM AEDT 31 October 2020	2 November 2020	10 March 2021
Daily Draw 28	12:01AM AEDT 1 November 2020	11:59PM AEDT 1 November 2020	2 November 2020	10 March 2021
Weekly Draw 4	12:01AM AEDT 26 October 2020	11:59PM AEDT 1 November 2020	2 November 2020	10 March 2021
Monthly Draw 1	12:01AM AEST 4 October 2020	11:59PM AEDT	2 November 2020	10 March 2021



		1 November 2020		
Daily Draw 29	12:01AM AEDT 2 November 2020	11:59PM AEDT 2 November 2020	3 November 2020	10 March 2021
Daily Draw 30	12:01AM AEDT 3 November 2020	11:59PM AEDT 3 November 2020	4 November 2020	10 March 2021
Daily Draw 31	12:01AM AEDT 4 November 2020	11:59PM AEDT 4 November 2020	5 November 2020	10 March 2021
Daily Draw 32	12:01AM AEDT 5 November 2020	11:59PM AEDT 5 November 2020	6 November 2020	10 March 2021
Daily Draw 33	12:01AM AEDT 6 November 2020	11:59PM AEDT 6 November 2020	9 November 2020	10 March 2021
Daily Draw 34	12:01AM AEDT 7 November 2020	11:59PM AEDT 7 November 2020	9 November 2020	10 March 2021
Daily Draw 35	12:01AM AEDT 8 November 2020	11:59PM AEDT 8 November 2020	9 November 2020	10 March 2021
Weekly Draw 5	12:01AM AEDT 2 November 2020	11:59PM AEDT 8 November 2020	9 November 2020	10 March 2021
Daily Draw 36	12:01AM AEDT 9 November 2020	11:59PM AEDT 9 November 2020	10 November 2020	10 March 2021
Daily Draw 37	12:01AM AEDT 10 November 2020	11:59PM AEDT 10 November 2020	11 November 2020	10 March 2021
Daily Draw 38	12:01AM AEDT 11 November	11:59PM AEDT	12 November 2020	10 March 2021



	2020	11 November 2020		
Daily Draw 39	12:01AM AEDT 12 November 2020	11:59PM AEDT 12 November 2020	13 November 2020	10 March 2021
Daily Draw 40	12:01AM AEDT 13 November 2020	11:59PM AEDT 13 November 2020	16 November 2020	10 March 2021
Daily Draw 41	12:01AM AEDT 14 November 2020	11:59PM AEDT 14 November 2020	16 November 2020	10 March 2021
Daily Draw 42	12:01AM AEDT 15 November 2020	11:59PM AEDT 15 November 2020	16 November 2020	10 March 2021
Weekly Draw 6	12:01AM AEDT 9 November 2020	11:59PM AEDT 15 November 2020	16 November 2020	10 March 2021
Daily Draw 43	12:01AM AEDT 16 November 2020	11:59PM AEDT 16 November 2020	17 November 2020	10 March 2021
Daily Draw 44	12:01AM AEDT 17 November 2020	11:59PM AEDT 17 November 2020	18 November 2020	10 March 2021
Daily Draw 45	12:01AM AEDT 18 November 2020	11:59PM AEDT 18 November 2020	19 November 2020	10 March 2021
Daily Draw 46	12:01AM AEDT 19 November 2020	11:59PM AEDT 19 November	20 November 2020	10 March 2021



		2020		
Daily Draw 47	12:01AM AEDT 20 November 2020	11:59PM AEDT 20 November 2020	23 November 2020	10 March 2021
Daily Draw 48	12:01AM AEDT 21 November 2020	11:59PM AEDT 21 November 2020	23 November 2020	10 March 2021
Daily Draw 49	12:01AM AEDT 22 November 2020	11:59PM AEDT 22 November 2020	23 November 2020	10 March 2021
Weekly Draw 7	12:01AM AEDT 16 November 2020	11:59PM AEDT 22 November 2020	23 November 2020	10 March 2021
Daily Draw 50	12:01AM AEDT 23 November 2020	11:59PM AEDT 23 November 2020	24 November 2020	10 March 2021
Daily Draw 51	12:01AM AEDT 24 November 2020	11:59PM AEDT 24 November 2020	25 November 2020	10 March 2021
Daily Draw 52	12:01AM AEDT 25 November 2020	11:59PM AEDT 25 November 2020	26 November 2020	10 March 2021
Daily Draw 53	12:01AM AEDT 26 November 2020	11:59PM AEDT 26 November 2020	27 November 2020	10 March 2021
Daily Draw 54	12:01AM AEDT 27 November 2020	11:59PM AEDT 27 November 2020	30 November 2020	10 March 2021



Daily Draw 55	12:01AM AEDT 28 November 2020	11:59PM AEDT 28 November 2020	30 November 2020	10 March 2021
Daily Draw 56	12:01AM AEDT 29 November 2020	11:59PM AEDT 29 November 2020	30 November 2020	10 March 2021
Weekly Draw 8	12:01AM AEDT 23 November 2020	11:59PM AEDT 29 November 2020	30 November 2020	10 March 2021
Monthly Draw 2	12:01AM AEDT 2 November 2020	11:59PM AEDT 29 November 2020	30 November 2020	10 March 2021