

“POWERCOR SAFETY DANCE” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Powercor Australia Ltd (ABN 89 064 651 109), of Level 8, 40 Market Street Melbourne VIC 3000
3. Entry is only open to Victorian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoters to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoters and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 1st cousin.
5. Promotion commences on 27/08/2020 and final entries close at 11:59pm AEST on 01/09/2020 (“**Promotional Period**”).
6. At the commencement of the Promotional Period, the Promoters will post a promotional post (“**Promotional Post**”) to its Facebook Page <https://www.facebook.com/citipower.powercor> (“**Facebook Page**”) featuring a safety dance performed by the Promoter’s mascots Max and Pippa (“**Safety Dance**”).
7. To be eligible to enter individuals must record themselves replicating the Safety Dance (“**Video**”). Each Video must be no longer than 30 seconds in duration and feature a freestyle introduction and then a replication of Max and Pippa’s first verse and chorus.
8. To enter, individuals must then post their Video to their own Facebook Page or Instagram account along with the hashtag #safetydancechallenge. For the avoidance of doubt, entrants’ profiles must be on public display and contain adequate details to allow the Promoter to identify the entrant for the entrant to be eligible for entry.
9. The Promoters reserve the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoters have reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of

the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

10. Incomplete or indecipherable entries will be deemed invalid.
11. Only one (1) entry permitted per person.
12. If there is a dispute as to the identity of an entrant, the Promoters reserve the right, in its sole discretion, to determine the identity of the entrant.
13. The judging will take place at Powercor Australia Ltd Level 8, 40 Market Street Melbourne VIC 3000 commencing on 02/09/2020. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. Winners will be notified by Facebook Direct Message. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on creativity and ability to follow the predetermined routine.!
14. The Promoter's decision is final and no correspondence will be entered into.
15. The best sixteen (16) valid entries, as determined by the judges, will each win the following:
 - A custom 'Country Producer Hamper' from The Food Purveyor valued at \$250;
 - Powercor branded caps x 4; and
 - The opportunity to participate in a televised live cross, via Zoom, during the Essendon Football Club and Geelong Football Club Country Festival game, at 3.30pm on Sunday 6 September (to be determined by the Promoters). Participation in the televised live cross is at the discretion of the winner. The Promoters will liaise with each winner at the time of notification to confirm exact timings and details. If the winner agrees to participate, they must ensure they are available at the agreed time, and have a computer or device with a camera and the Zoom software installed in order to participate. Winners will be responsible for supplying their own computer or device in this regard. For the avoidance of doubt, any data charges incurred during participation in the live cross will be the responsibility of the winner. Prior to participation, each winner must sign a release in the form determined by the Promoter, agreeing that their performance will be televised.

Total prize is valued at \$300.

16. Participation in the live Zoom cross element of the prize is on the condition that the winner supports either Essendon Football Club or Geelong Football Club and the promoter has the right to revoke participation if this condition is not met.

17. If for any reason a winner does not take or redeem the prize (or an element of the prize) at or by the time stipulated by the Promoters, then the prize (or that element of the prize) will be forfeited.
18. If any prize (or part of any prize) is unavailable, the Promoters, at their discretion, reserve the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
19. Total prize pool value is \$5,400. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoters shall not be liable in any way for such Content to the full extent permitted by law. The Promoters may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoters may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoters for any breach of the above terms.

21. As a condition of entering this promotion, each entrant licenses and grants the Promoters, their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

22. Entrants consent to the Promoters using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoters.
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserve the right, at their sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the Facebook Page is the entrant's responsibility and is dependent on the Internet service provider used.
25. 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 Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (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 out of the promotion.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including their respective officers, employees and agents) are not responsible for and excludes 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: (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) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters; (d) any variation in prize value to that stated in these Terms and Conditions; (**e**) if an AFL live cross is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoters; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.
27. The Promoters collect personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoters will also use and handle PI as set out in their Privacy Policy, which can be viewed at <https://powercor.com.au/privacy-and-disclaimer/>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy

Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoters. The Promoters will not disclose entrant's personal information to any entity outside of Australia.

28. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php and the Instagram Terms of Use, which can be viewed at <https://help.instagram.com/581066165581870>.
29. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoters and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoters and not to Facebook or Instagram. Facebook and Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.