

## SAGACITY EVOENERGY

### GAS DEMAND SURVEY 2024 CONDITIONS OF ENTRY

1. The following Conditions of Entry apply to the “Sagacity Evoenergy Gas Demand Survey 2024” (**Promotion**) and by submitting an entry in this Promotion, Entrants warrant that they have read, understand and agree to be bound by these Conditions of Entry.
2. The promoter is Sagacity Research Pty Ltd (ABN 68 631 777 029) (**Promoter**) of 101 Eumeralla Grove Mount Eliza VIC 3930. Phone: 0439 716 715.
3. The promotion partner is Jemena Networks (ACT) Pty Ltd (ABN 24 008 552 663) and Icon Distribution Investments Limited (ABN 83 073 025 224) t/as Evoenergy (ABN 76 670 568 688) (**Promotion Partner**).

### PROMOTIONAL PERIOD

4. The Promotion commences at 9:00am (AEDT) on 12/03/2024 and ends at 5.00pm (AEDT) on 22/03/2024 (**Promotion Period**).

### ELIGIBILITY

5. Entry is only open to residents of New South Wales and the Australian Capital Territory, aged 18 years or older who (i) receive an electronic direct mail invitation (eDM) from Evoenergy which is addressed to them and contains a link to a specific URL unique to that eDM (**Website Link**); (ii) fully and correctly complete and successfully submit the market research online survey (**Survey**) in the manner required; and (iii) register to enter the Promotion by completing the online entry form in the manner required (**Entrant** or **Entrants**).
6. The directors, managers and employees (and their immediate families) of the Promoter and the Promotion Partner, and the Promoter’s related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this Promotion are ineligible to enter the Promotion. 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.

### HOW TO ENTER

7. To enter the Promotion, Entrants must, during the Promotion Period:
  - a. access the Website Link contained in the eDM;
  - b. fully and correctly complete and successfully submit the Survey in the manner required; and
  - c. elect to enter the Promotion by completing the online entry form via the Website Link in the manner required, including fully and correctly providing the Entrant’s name, mobile phone number, current and valid email address.(together, an **Entry**).
8. Only one (1) Entry per person is permitted. Any subsequent Entry of an Entrant after the first valid Entry is received from that Entrant will be deemed invalid.
9. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries. Contact details entered incorrectly by an Entrant on their entry form will deem their Entry invalid.

10. Costs associated with accessing the eDM, Website Link and Survey remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
11. The use of any automated Entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.

## **WINNER DETERMINATION**

12. Five (5) Entries will be randomly drawn at 5:00pm (AEDT) on **04/04/2024 (Prize Draw)** at Evoenergy, Corner of Anketell and Oakden Streets, Greenway ACT 2900 to determine five (5) winners. Each winner will receive a digital e-gift to the value of \$150.00. This is a game of chance only and is not a game of skill. The winners will be notified by email or phone by the Promotion Partner within two (2) business days of the draw. All reasonable steps to notify the winners of the results of the draw will be taken by the Promotion Partner. The drawing of five (5) random Entries is final and no correspondence will be entered into.
13. Each Entrant whose Entry is one (1) of the five (5) winners drawn must confirm their eligibility to be awarded a prize and their ability to accept a prize within three (3) months of being successfully notified by the Promotion Partner that their Entry has been one (1) of the five (5) winning Entries drawn otherwise their Entry will be deemed invalid.
14. In the event that the Promotion Partner cannot successfully contact an Entrant who submitted one (1) of the five (5) winning Entries within three (3) months of the Prize Draw, or in the event of an invalid Entry or an ineligible Entrant, or if an Entrant is ineligible to accept or declines to accept a prize, a Prize Redraw will take place.
15. In no event will there be more than five (5) prizes awarded at a Prize Redraw. The Promoter will continue this Prize Redraw process until an Entrant has been successfully contacted and the Entrant has confirmed their eligibility to be awarded the prize. For the avoidance of doubt, only once an Entrant has confirmed their eligibility to be awarded a prize will the Entrant, subject to these Conditions of Entry, actually be awarded one (1) of the five (5) prizes.
16. In the event of an unclaimed prize, a Prize Redraw will take place three (3) months after the Prize Draw at 5:00pm (AEDT) on **04/07/2024** at Evoenergy, Corner of Anketell and Oakden Streets, Greenway ACT 2900 at Evoenergy, Corner of Anketell and Oakden Streets, Greenway ACT 2900 and the winner will be contacted by telephone and confirmed in writing via email

## **PRIZES**

17. The first five (5) eligible Entries randomly drawn from all eligible Entries received during the Promotion Period, will each win a digital e-gift valued at \$150.00 each. Winners will be asked to provide their name, email address and phone number and prizes will be emailed to each winner. The Promoter accepts no responsibility for lost or damaged prizes.
18. Digital e-gifts are subject to their prevailing terms and conditions of use, including expiry dates, and are not replaceable if lost, stolen or damaged.
19. The total maximum Promotion prize pool value is \$750.00. The prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prizes must be taken as offered and cannot be varied. The prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought.
20. All amounts include GST unless otherwise stated.

## **GENERAL**

21. The decision by the Promoter to accept or reject an Entry is in the Promoter's sole discretion and

no correspondence will be entered into. Any Entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any intellectual property rights or other rights of any person, corporation or entity will not be accepted as an eligible Entry into the Promotion. This includes but is not limited to any Entry which the Promoter considers to be disparaging of its prizes or is otherwise not in keeping with the spirit of the Promotion.

22. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Promotion and all Entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the Entries of that Entrant may be ineligible and deemed invalid.
23. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
24. A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
25. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of entry, the property of the Promoter.
26. It is a condition of accepting a prize that a winner may be required to sign legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
27. An Entrant also agrees that the Promoter may, in the event the Entrant is the winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant Australian State or Territory legislation.
28. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
29. If the Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, epidemic, pandemic, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s), subject to any written directions made under applicable State or Territory legislation.
30. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the Promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize, subject to any written directions made under applicable State or Territory legislation.

31. Any attempt to cause malicious damage or interference with the normal functioning of the eDM, Website Link or Survey, or the information on the eDM, Website Link or Survey, or to otherwise undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
32. All of the Promoter's decisions in respect of the Promotion are final and no correspondence will be entered into.

## PRIVACY

33. The Promoter and its Promotion Partner collect Personal Information about an Entrant to include the Entrant in the Promotion, award the prize(s) (where appropriate) and use the information to assist in improving the goods and services of the Promoter and its Promotion Partner. If the Personal Information requested is not provided, an Entrant cannot participate in the Promotion and is deemed ineligible.
34. The Promoter and/or its Promotion Partner will provide to each Entrant, at time of entry into the promotion (or as soon as reasonably practicable thereafter), a collection statement that details the Personal Information being collected (such as their name, telephone number and email address), the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
35. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at [duncan@sagacityresearch.com.au](mailto:duncan@sagacityresearch.com.au). All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained by contacting the Promoter or via the Promoter's website <https://www.sagacityresearch.com.au/privacy>. Entrants must also satisfy themselves with the privacy policies of any Promotion Partner. A copy of the Promotion Partner's Privacy Policy may be obtained via the Promotion Partner's website <https://www.evoenergy.com.au/legal/privacy-policy>
36. In these Conditions of Entry: "**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "**Personal Information**" means in Australia, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

