

## **Goldair Winter Power Bill Promotion 2024**

### **Competition Terms & Conditions**

Information on how to enter this competition (Competition) forms part of the terms of entry, which includes these terms and conditions (Terms). Entry into the competition is deemed acceptance of these terms.

The promoter is CDB Goldair Australia Pty Ltd ABN: 50 162 661 323, 7 English Street, Essendon Fields, VIC 3041 Phone: (+61) 3 9365 5100.

Entry into the Competition is open to Australian residents 18 years and over. The Competition commences 7:00am (AEST) on 01/04/24 and concludes 11:59 pm (AEST) on 31/08/24 (Closing Date) (the Promotional Period).

1. To enter, entrants must, during the Promotional Period, undertake and/or complete the following:
  - a. Enter from 7:00am (AEST) on 01/04/24 until 11:59 pm (AEST) on 31/08/24 (the Promotional Period).
  - b. Purchase any Goldair branded heating product during the promotional period.
  - c. Entrants name, address, email and phone number are entered into the competition web form at participating outlets.
  - d. One entry per customer per product.
  
2. Entries/purchases must be received by 31/08/2024 11.59pm (AEST). Entries/purchases are deemed to be received at the time of receipt into the promotion database and NOT at the time of transmission by the entrant. Entries/purchases must be received by the Closing Date. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
  
3. Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies associated with this promotion and each of their immediate families (i.e. spouse, parent, child or sibling) are ineligible to enter.
  
4. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms or who has, in the sole opinion of the Promoter, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. This includes but not limited to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.
  
5. Entrants warrant that their entry in the Competition does not breach the intellectual property rights of any third party nor breach the Competition and Consumer Act 2010 (Cth) (CCA). The entrant indemnifies and will keep the Promoter and its associated agencies

indemnified against any loss, costs (including legal costs), expenses or liability the Promoter and its associated agencies may suffer arising out of any breach by the entrant of this clause.

### **Determining Winners**

6. The prize draw will take place at Telads Australia Pty Ltd, 123 Margaret Street Toowoomba QLD 4350 on 03/09/24 at 11.00 am AEST. The first ten (10) valid entries drawn will be awarded the prize. Winners will be notified in writing within two days of the draw date and published at <https://goldair.com.au/winter-power-bill-promotion> on 05/09/24 for a minimum period of 28 days.

7. Each winner shall receive \$1500 towards their winter residential power account (Billing Period from: 1st June 2024 to 31st August 2024).

8. Once winners reply to the Promoter and confirm bank account details to receive their prize, payments will be made within 14 business days to the nominated account.

9. Total prize pool is \$15,000 (including GST)

10. Subject to any directions given under the legislation regulating the Competition, should any prize be unclaimed an unclaimed prize draw will take place on 03/12/24 at the same time and place as the original draw. Any winners will be notified in writing within two days of the draw date and published on 05/12/24 at <https://goldair.com.au/winter-power-bill-promotion> for a minimum of 28 days.

11. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

12. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

13. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, except where the prize is cash.

14. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.

15. The Promoter reserves the right to request the Winner to provide proof of identity and proof of residency at the nominated Prize delivery address. Proof of identification, residency and entry considered suitable for verification may be requested at the sole discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the Prize in whole and no substitute will be offered.

16. The Prize will be awarded to the person named in the entry only. Should an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter and modify their entry as appropriate.

17. If the winner advises that they do not want to accept the prize, it will be forfeited and awarded to another winner.

18. By accepting the Prize, Winners agree to participate in and cooperate as required with all reasonable media editorial requests relating to the Prize, including but not limited to, being interviewed and photographed and/or filmed.

19. In the event that for any reason whatsoever a Winner does not take an element of the Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited by the Winner and cash will not be awarded in lieu of that element of the Prize.

20. Winners should seek independent financial advice as tax implications may arise as a result of accepting the Prize.

### **General conditions**

21. In the case of;

- The intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these Terms, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism; or
- The Promoter being unable to run the Competition as planned due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Competition, the Promoter may, subject to licensing authority approval, in its absolute discretion take any action that may be available, and to cancel, terminate, modify or suspend the Competition.

22. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any Prize Pack except for any liability which cannot be excluded by law (including the CCA). The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

23. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Terms or engaged in any unlawful or other improper misconduct of the Competition. The Promoter reserves its rights to recover damages or other compensation from such an offender.

### **Collection of Information**

24. The Promoter collects personal information (PI) in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter will also use and handle PI as set out in its Privacy Policy which is available by contacting the promotor at Sales@cdbgoldair.com.au. In addition to any use that may be outlined in the Promoter's Privacy

Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. 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 Promoter.

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