

# SNOWY HYDRO'S "SCIENCE OF THE SNOWY SCHEME" COMPETITION

## TERMS AND CONDITIONS

### 1. COMPETITION AND PROMOTER'S DETAILS

- (1) Information on how to enter and prizes forms part of these Terms and Conditions. Entry Snowy Hydro's "Science of the Snowy Scheme" Competition (**Competition**) is acceptance to these Terms and Conditions.
- (2) The Competition commences at 8.00am AEST on Monday, 14 August 2017 and closes at 5pm AEST on Friday, 22 September 2017 (**Competition Period**).
- (3) The Competition is a game of skill.
- (4) The promoter is Snowy Hydro Limited ABN 17 090 574 431 of Monaro Highway, Cooma NSW 2630 (**Promoter**).

### 2. ELIGIBILITY

- (1) Entry is open to school students enrolled in years 3-6 in all the schools in the Snowy Valleys Council or Snowy Monaro Regional Council regions. (**Eligible Entrant**).
- (2) Entrants under 18 years must have parental or legal guardian approval to enter the Competition and further, the parent(s) or legal guardian(s) of the Entrant must read and consent to these Terms and Conditions. The parent(s) or legal guardian(s) may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering the Competition and accepting and participating in the Prize, including agreeing to the releases contained in these Terms and Conditions.
- (3) The Promoter may exclude an entry from the Competition if it reasonably considers that:
  - (a) third party intellectual property rights may exist in that entry (including any photograph posted as part of an entry);
  - (b) the Entrant has not complied with **clause 3(4)**; or
  - (c) the Entrant has otherwise not complied with these Terms and Conditions.

### 3. HOW TO ENTER

- (1) To enter the Competition, an Eligible Entrant must, during the Competition Period complete and submit an entry to the Competition by sharing with us their favourite Snowy Hydro Scheme fact in words, pictures or a video. Entries must be submitted to the Promoter at:
  - (d) email: [events@snowyhydro.com.au](mailto:events@snowyhydro.com.au);
  - (e) post: National Science Week Entry - Snowy Hydro PO Box 332, Cooma NSW 2630; or
  - (f) deliver to: Snowy Hydro Discovery Centre, Yulin Ave, Cooma,and entries must include the following details:
  - (g) the name of the Eligible Entrant;
  - (h) the year and school the Eligible Entrant is enrolled in; and
  - (i) the Eligible Entrant's parent(s) or legal guardians contact details (including, address, phone number and email address).
- (2) An Eligible Entrant who submits a valid entry by following the process set out in **clause 4(1)**, will be an "Entrant". Each Eligible Entrant may only submit 1 entry.
- (3) Entries received outside of the Competition 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) 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 you have 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.

#### 4. THE PRIZE

- (1) The Promoter is offering Entrants the chance to win one (1) of eight (8) identical prizes comprising of: two (2) x tickets to a behind the scenes tour of the Snowy Scheme on a specified date. Two tickets will allow each student winner to bring a parent or teacher (**Prize**).
- (2) The Prize is not transferable or exchangeable and cannot be taken as cash. A Prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings.
- (3) Any costs or expenses which are incurred by the Winners in connection with the Prize not listed in **clause 5(1)** do not form part of the Prize, and are the responsibility of the Winner.

#### 5. HOW TO WIN

- (1) The entries will be judged by an independent judging panel and eight (8) winners, four (4) from years 3 and 4 and four (4) from years 5 and 6, will be selected based on which Entrants have submitted the most original, creative and factual entry (**Winners**) and by no later than Friday 3 November 2017, the Promoter will notify the Winners by:
  - (a) email, at the email given to the Promoter as part of their entry into this Competition; and
  - (b) publishing the Winners' names on the Promoter's website at: [www.snowyhydro.com.au/our-scheme/nswk2017](http://www.snowyhydro.com.au/our-scheme/nswk2017).
- (2) If a Winner
  - (a) responds before Friday, 3 November 2017, they will have been deemed to have accepted their Prize (**Winner's Acceptance**); or
  - (b) fails to respond before Friday, 3 November 2017, their Prize will be deemed unclaimed then the Prize will be forfeited. It is the Winner's responsibility to respond.
- (3) Within a reasonable time after the Winner(s)'s Acceptance, the Promoter will contact the Winner(s) directly to advise of and provide the details of the Prize, including the date on which the Winner can redeem their Prize.
- (4) If for any reason the Winner(s) does not take the Prize (or an element of the Prize) at the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited and will not be redeemable for cash.

#### 6. PRIVACY AND COPYRIGHT

- (1) By entering this Competition, each Entrant is taken to consent to the Promoter using the Entrant's (and their parent(s) or legal guardian(s)) personal information to administer the Competition, including disclosing the Entrant's personal information to organisations that assist the Promoter with administering the Competition. If the information requested is not provided by the Entrant, the Entrant may not participate in the Competition. 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 <https://www.snowyhydro.com.au/home/privacy-policy/>. All Entrants' consent to any use of their entry which may otherwise infringe their moral rights pursuant to the *Copyright Act 1968* (Cth).
7. By entering the Competition, all Entrants are taken to consent to their entry and their names being displayed in the Promoter's Discovery Centres. Acceptance of the Prize is deemed consent for the Promoter to use the Winner's entry, 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 Winner.

#### 7. FACEBOOK RELEASE

All Entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to the Competition. The Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. By entering Competition, Entrants are providing information to the Promoter and not to Facebook. The Competition adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: [https://www.facebook.com/page\\_guidelines.php](https://www.facebook.com/page_guidelines.php)

#### 8. NO LIABILITY

- (1) Except for any liability that cannot by law be excluded, the Promoter, its employees, related entities and associated agencies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
  - (a) in the process of taking photographs or videos, during entry;
  - (b) in the participation or use of any element(s) of the Prize by the Winner;
  - (c) as a consequence of late, lost or misdirected mail;
  - (d) arising from or related to any problem or technical malfunction of any telephone network or lines or internet communications network related to or resulting from participation in this Competition.
- (2) Without limiting clause 8(2), by accepting the Prize the Winner acknowledges and agrees:
  - (a) to the fullest extent permitted by law, to release, forever discharge and indemnify the Promoter, its employees, its related bodies corporate and associated agents from all claims, actions, proceedings, demands, costs and expenses which the Winner, at any time had, have or may have in the future against the Promoter, its employees, associates and agents arising out of in or connection with the Prize or its acceptance or use; and
  - (b) that participation in and otherwise taking advantage of the Prize involves a risk of physical harm or personal injury, including personal disability. Any such injury may result not only from my own actions but also from the actions, omissions or negligence of others.

## **9. VARIATIONS**

- (1) The Promoter reserves the right at its sole discretion to modify, suspend or terminate all or part of the Competition, or disqualify and prohibit further participation in this Competition, in the event that any portion of this Competition 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 Competition.
- (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 Competition. Changes will be posted on the Promoter's website at [www.snowyhydro.com.au/our-scheme/nswk2017](http://www.snowyhydro.com.au/our-scheme/nswk2017).

## **10. MISCELLANEOUS**

- (1) The laws of New South Wales apply to the Competition to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of New South Wales.
- (2) 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 Winner or other person.