

SNOWY HYDRO'S "THE 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. Entering 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, 17 August 2020 and closes at 5pm AEST on Friday 11 September 2020 (**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 or Corryong township (**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(5)**; 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 design of a future 100% Australian-made power station and explanation of how it works in a 50-100 word written explanation or a 30-second to one-minute video.
- (2) Entries must be submitted to the Promoter at:
 - (a) email: science@snowyhydro.com.au;
 - (b) post: National Science Week Entry - Snowy Hydro PO Box 332, Cooma NSW 2630; or
 - (c) deliver to: Snowy Hydro Discovery Centre, Yulin Ave, Cooma,
 - (d) and entries must include the following details:
 - (i) the name of the Eligible Entrant;
 - (ii) the year and school the Eligible Entrant is enrolled in; and
 - (iii) the Eligible Entrant's parent(s) or legal guardians contact details (including, address, phone number and email address).
- (3) 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 one (1) entry.
- (4) 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.
- (5) 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) prizes:
- (a) for each of the four (4) winners:
- (i) a Family Ticket for up to two (2) Adults and two (2) Children to attend their choice of Roar and Snore at Taronga Zoo, Sydney or ZooFari Lodge at Taronga Western Plains Zoo Dubbo for one (1) night; and
 - (ii) a tour for the winner's class (as well as additional persons as is necessary for supervision) to the Tumut 3 Power Station on a specified date (**Major Prize**); and
- (b) for each of the four (4) runners up:
- (i) a double pass to Taronga Zoo Sydney or Taronga Western Plains Zoo Dubbo; and
 - (ii) a virtual 'meet and greet' experience for the runner up's class with ambassadors of the Promoter and/or Red Energy on a specified date (**Runner Up Prize**),
- subject to **clause 7 (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) Dates, venues and schedules are not under the Promoter's control and are subject to change. The Promoter takes no responsibility for any date, venue or schedule changes (including any changes due to COVID-19).
- (4) Any costs or expenses which are incurred by the Winners in connection with the Prize not listed in **clause 4(1)** or **clause 7** do not form part of the Prize, and are the responsibility of the Winner.

5. HOW TO WIN

- (1) All valid entries will be entered into the 'Community Choice' category in accordance with **clause 5(2)** as well as the 'Judges Choice' category in accordance with **clause 5(5)**.
- (2) All valid entries will be displayed between 18 September 2020 and 4 October 2020 on the Promoter's website at: www.snowyhydro.com.au/scienceweek2020. Each entry will display the first name, Stage and caption. Each person may only submit one (1) vote. Votes received outside of the display period will be ineligible. Votes 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. The votes of any person found to have submitted multiple votes will be ineligible.
- (3) The two valid entries (comprising one (1) from Stage 2 and one (1) from Stage 3) receiving the most votes from all correct, valid and eligible entries as at 5:00pm AEDT on 4 October 2020 will win the Major Prize.
- (4) The two valid entries (comprising one (1) from Stage 2 and one (1) from Stage 3) receiving the next most votes from all correct, valid and eligible entries as at 5:00pm AEDT on 4 October 2020 will win the Runner Up Prize.
- (5) All valid entries will be judged between 9:00am AEDT on 5 October 2020 and 5:00pm AEDT on 9 October 2020 by an independent judging panel and two (2) winners will win the Major Prize and two (2) runners up will win the Runners Up Prize (comprising one (1) winner and one (1) runner up from Stage 2, and one (1) winner and one (1) runner up from Stage 3). The independent judging panel will judge the winners based on which Entrants have submitted the most original, creative and coherent explanation of how energy generation will occur.
- (6) If an Entrant wins a Prize under **clause 5(2)** or **clause 5(3)**, and their entry is selected under **clause 5(4)**, then they will not be entitled to the Prize under **clause 5(4)** and the Promoter may award the Prize under **clause 5(4)** to the next best entry as judged in accordance with **clause 5(4)**.
- (7) By no later than Monday, 12 October 2020, the Promoter will notify the recipients of the Prizes (**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/scienceweek2020.

- (8) If a Winner
 - (a) responds before Monday, 26 October 2020, they will have been deemed to have accepted their Prize (**Winner's Acceptance**); or
 - (b) fails to respond before Monday, 26 October 2020, their Prize will be deemed unclaimed then the Prize will be forfeited. It is the Winner's responsibility to respond.
- (9) 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.
- (10) 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).
- (2) By entering the Competition, all Entrants are taken to consent to their entry and:
 - (a) their names being displayed in the Promoter's Discovery Centres; and
 - (b) their first name, Stage and a caption being displayed on the Promoter's website.
- (3) Acceptance of the Prize is deemed consent for the Promoter to use the Winner's entry, details, voice, image, video, 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. PRIZE DETAILS

- (1) Within a reasonable time frame after the Winner's Acceptance, Taronga will contact the recipients of the Major Prize directly on the Promoter's behalf to arrange the itinerary associated with the Major Prize. Taronga will also provide the Winner of the Major Prize with all information, vouchers and all other necessary instructions in order for the Winner to redeem the Major Prize. The Winner must cooperate with Taronga, who will book and arrange the Major Prize on the Promoter's behalf.
- (2) The Prize will expire on 30 June 2021.
- (3) It is the responsibility of the Prize Winner to organise transport to/from Taronga Zoo, Sydney or Taronga Western Plains Zoo Dubbo (as applicable).
- (4) The Prize Winner and their companions are responsible for their own travel insurance for the period of travel.
- (5) Hotel incidentals, transfers, spending money, meals, phone calls, taxis, additional activities and travel expenses and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the Prize Details above or as advised by the Promoter at the time of winning are the responsibility of the Prize Winner and their companions as incurred.
- (6) Use of the Prize is subject to the following terms and conditions:
<https://taronga.org.au/sydney-zoo/accommodation/roar-and-snore#termsandconditions>
<https://taronga.org.au/dubbo-zoo/accommodation/zoofari-lodge#termsandconditions>
- (7) The VIP Behind the Scenes Tour is subject to the following Taronga Terms and Conditions: Tours are restricted to a maximum of 10 people and are only available Monday to Friday (except for public holidays) and black out dates apply. All tours are subject to availability and the inclusions of each tour will be at the discretion of the keeper. Bookings must be made at least 14 days in advance. Not redeemable with any other offer and vouchers are non-transferable or refundable. Zoo admission and

tour must be redeemed on the same day. Age restrictions may apply for some tours.

8. 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

9. 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) as a consequence of late, lost or misdirected mail;
 - (c) 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 9(1), by accepting the Prize the Winner acknowledges and agrees 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 Competition or the Prize (or its acceptance or use).

10. 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/scienceweek2020.

11. 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.