



# SNOWY TUNNEL 2.0 BORING MACHINE

## NAMING COMPETITION

### Snowy 2.0 TBM Naming Competition Terms and Conditions

#### 1. The Promotion

- (1) Information on how to enter and the Prize form part of these Terms and Conditions. Entry in the Snowy 2.0 TBM Naming Competition (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 8am on Monday 26 April 2021 and closes at 11.59pm on Sunday 23 May 2021 (**Promotion Period**).
- (3) The Promotion is a game of skill.

#### 2. Promoter's Details

The promoter is Snowy Hydro Limited (ABN 17 090 574 431) of Monaro Highway, Cooma, NSW 2630 (**Promoter**).

#### 3. Eligibility

- (1) Subject to **clauses 3(2) and 3(3)**, entry in the Promotion is open to students in years 5-12 who live in the Snowy Monaro Regional Council or Snowy Valleys Council areas of NSW, 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 reserves the right to verify the validity of each entry. The Promoter reserves the right to disqualify any person for tampering with the entry process or who otherwise does not comply with these Terms and Conditions.
- (4) All Eligible Entrants may enter as many times as they like.

#### 4. How to Enter the Promotion

- (1) To enter the Promotion, an Eligible Entrant must, during the Promotion Period, submit the name of a ground-breaking or inspiring Australian woman in the field of science, technology, engineering and maths (STEM) for one of two Snowy 2.0 tunnel boring machines (TBMs), and explain the choice in 200 words or less (**Submission Explanation**). Entries must be lodged on the Snowy 2.0 TBM Naming Competition webpage on the [snowyhydro.com.au](http://snowyhydro.com.au) website.
- (2) An Eligible Entrant who submits a valid entry by following the process set out in **clause 4(1)**, will be an "**Entrant**" and their entry will be judged in accordance with **clause 6**.
- (3) Entries received outside of the Promotion 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. The Promoter accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt by the Promoter.
- (4) An Entrant must not submit any entry:



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- (a) for which a third party holds the intellectual property rights where the Entrant has not obtained all necessary consents to copy, disclose, distribute, incorporate or otherwise use the material for any purpose;
  - (b) 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
  - (c) that may be used in connection with spamming, phishing, trolling or similar activities.
- (5) Unacceptable entries may be deemed invalid, at the Promoter's sole discretion.

## 5. The Prize

- (1) The Promoter is offering Entrants the chance to be recognised as one of the two winners of the Snowy 2.0 TBM Naming Competition and have their chosen name used on a Snowy 2.0 TBM; attend a VIP experience at the Snowy 2.0 Discovery Centre, Cooma; and visit the Snowy 2.0 construction site along with three (3) guests to view the TBM once it is assembled and named.
- (2) The Promoter accepts no responsibility for any costs associated with the Prize and not specifically included in the Prize (including, without limitation, travel to and from sites).
- (3) The Prize is non-exchangeable, non-transferrable and is not redeemable for cash or other prizes.

## 6. Prize Winners

- (1) The Promoter will publish a shortlist of names at some time or times between Friday 11 June 2021 and Sunday 27 June 2021 based on the following criteria:
  - (a) relevance;
  - (b) creativity; and
  - (c) Submission Explanation.

The Promoter will also have regard to any potential issues in connection with the use of the name, including any potential legal issues. The Promoter may change or extend this period at any time at its sole discretion. The selection of the shortlist will be at the sole discretion of the Promoter and will be final and binding (**Shortlist**).

- (2) Upon creation of the Shortlist, the Promoter will contact the Entrant or Entrants that has or have been selected in connection with each name on the Shortlist (**Shortlisted Entrant**). For the avoidance of doubt, a single Entrant may be selected in connection with a name on the Shortlist, even though more than one Entrant may have submitted the name in question. This decision may, for example and without limitation, be based on the relevant Submission Explanation.
- (3) The public will be invited to vote for a winner out of the Shortlist (**Public Vote**). Each Australian resident will be entitled to cast one vote on the Shortlist. Voting will be open between 5pm Friday 11 June 2021 to 11.59pm Sunday 27 June 2021. The Promoter may change or extend this period at any time at its sole discretion.
- (4) Votes must be lodged on the Snowy 2.0 TBM Naming Competition webpage on the [snowyhydro.com.au](http://snowyhydro.com.au) website



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- (5) The Shortlisted Entrant or Entrants whose submitted name receives the most votes and the Shortlisted Entrant or Entrant whose submitted name receives the second-most votes at the conclusion of the Public Vote will be declared the Prize Winners.
- (6) Within fifteen (15) business days of the conclusion of the Public Vote, the Promoter will notify the Prize Winners by email.

**7. Prize Details**

- (1) Within a reasonable time frame after the notification of the Prize Winners, the Promoter may contact the Prize Winners directly to arrange details of their involvement in any public announcements or ceremonies.
- (2) The Prize Winner and their companions are responsible for their own travel insurance for the period of travel.
- (3) 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.
- (4) 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.

**8. No fee or amount payable by the Promoter**

- (1) By entering the Promotion each Entrant confirms that the Promoter may use the name submitted:
  - a. for the purpose of naming a TBM;
  - b. for the purpose of having that name placed on a TBM; and
  - c. in any media,  
without further reference to the Entrant and there is no amount payable to the Entrant in connection with such use.

**9. Other Matters Relating to the Promotion**

- (2) It is a condition of accepting the Prize that the Prize Winner and his/her companions may be required to sign a release of liability in a form to be determined at the absolute discretion of the Promoter.
- (3) If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.
- (4) The Promoter's decision is final and no correspondence will be entered into.
- (5) It is a condition of accepting a Prize that the Prize Winner accepts the conditions applicable to the individual components of the Prize. The Prize cannot be transferred, exchanged or redeemed for cash.
- (6) Subject to State legislation and (if required) the approval of any relevant gaming authorities, the Promoter reserves the right to substitute the Prize in whole (or any of its components), with a substitute prize and the Prize will be notified accordingly.

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- (7) Acceptance of the Prize is deemed consent for the Promoter to use the Prize Winner's 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 Prize Winner.
- (8) Each Entrant acknowledges that the public will have the capacity to comment and vote on the entry, and will not hold the Promoter liable for the publication of any comments, whether derogatory, offensive, racist, defamatory or otherwise, posted in relation to the entry

### 10. Privacy

By entering this Promotion, each Entrant is taken to consent to the Promoter using the Entrant's personal information to administer the Promotion and disclosing the Entrant's personal information to organisations that assist the Promoter with administering the Promotion to third parties as required by law. If the information requested is not provided by the Entrant, the Entrant may not participate in the Promotion. 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/>.

### 11. Liability

- (1) 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 Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)), or similar state-based consumer protection laws (**Non-Excludable Guarantees**).
- (2) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related bodies corporate (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:
  - (a) out of the Promotion; or
  - (b) without limiting 10(2)(a), out of: (i) any technical difficulties, equipment malfunction, any delayed email, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical problems or traffic congestion on the internet or any website (whether or not under the Promoter or its related bodies corporates' control); (ii) any theft, destruction, unauthorised access or third party interference of entries under this Promotion; (iii) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter or its related bodies corporate; (iv) any tax liability incurred by a Prize Winner or Entrant; or (v) use of a Prize.

### 12. Variations

- (1) The Promoter in its sole discretion may modify, suspend or terminate all or part of the Promotion, or disqualify and prohibit further participation in this Promotion, in the event that any portion of this Promotion is compromised by a virus, bugs, non-authorized human intervention, hackers or other causes beyond the reasonable



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control of the Promoter which, in the sole opinion of the Promoter, corrupts or impairs the administration, security, fairness, or proper conduct of the Promotion.

- (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 Promotion. Changes will be posted on the Promoter's website at [redenergy.com.au/termsandconditions](http://redenergy.com.au/termsandconditions).

**13. General**

- (1) 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 Prize Winner or other person.
- (2) The laws of the State where an Entrant is based apply to this Promotion.