

SCIENCE OF THE SNOWY SCHEME

PCYC NSW COMPETITION AND HOLIDAY PROGRAM 2022

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" for PCYC NSW Competition (**Competition**) is acceptance to these Terms and Conditions.
- (2) The Competition commences at 8.00am AEDT on Friday 17 December 2021 and closes at 5pm AEDT on Monday 31 January 2022 (**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 any child in aged under 18 who is registered as a member of Police Citizens Youth Clubs NSW Ltd (ABN 89 401 152 271) (**PCYC**) (whether as part of a family registration or an individual registration) as at the end of the Competition Period (**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 a photo of your **poster to showcase your knowledge of how Snowy Hydro uses renewable energy to power your home**.
- (2) Entries must be submitted to the Promoter by the parent(s) or legal guardian(s) of the Eligible Entrant by:
 - (a) entering the following details on an entry form available at <http://www.snowyhydro.com.au/pcyc-program>
 - (i) the name of the Eligible Entrant;
 - (ii) the age and PCYC branch 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);
 - (b) submitting the entry via the entry form; and
 - (c) consenting to the Eligible Entrant's entry, first name, age, PCYC branch and a caption being displayed on the websites of the Promoter and PCYC or in other forms of social media or on other websites or in any other media used by the Promoter or PCYC for an indefinite time without any further attribution, reference, payment or other compensation.
- (3) An Eligible Entrant who submits a valid entry by following the process set out in **clause 3(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:

SCIENCE OF THE SNOWY SCHEME

PCYC NSW COMPETITION AND HOLIDAY PROGRAM 2022

- (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 four (4) prizes:
 - (a) for each of the two (2) winners:
 - (i) a trip for the winner's family (up to a maximum of 2 adults and 2 children) to the Snowy Mountains for a behind-the-scenes tour of the Tumut 3 Power Station and a VIP virtual reality experience at the Snowy Hydro Discovery Centre in Cooma, including two (2) nights accommodation (1 night in Cooma and 1 night in Tumut) on specified dates; and
 - (ii) arts and craft supplies or sporting equipment for their PCYC branch up to the value of \$750 (incl GST) (**Major Prize**); and
 - (b) for each of the two (2) runners up, arts and craft supplies or sporting equipment for their PCYC branch up to the value of \$500 (incl GST) (**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 judged by the PCYC branch specified in Entrant's entry form in accordance with **clause 3(2)(a)(ii)** based on which Entrants from the PCYC branch have submitted the most original, creative and coherent poster and include at a **minimum of one renewable energy source that Snowy Hydro uses to generate electricity**. Each PCYC branch will shortlist between 10 and 15 valid entries to be judged by the Promoter in accordance with **clause 5(2)**, at its discretion and the decision will be final and binding on the Entrants and no further communication will be entered into.
- (2) All valid entries shortlisted in accordance with **clause 5(1)** will be judged by the Promoter based on which Entrants have submitted the most original, creative and coherent poster and include at a **minimum of one renewable energy source that Snowy Hydro uses to generate electricity**. The Promoter will shortlist 30 valid entries to be judged by the independent judging panel in accordance with **clause 5(4)**, at its discretion and the decision will be final and binding on the Entrants and no further communication will be entered into.
- (3) All entries received from Eligible Entrants aged 9 years old and under and shortlisted in accordance with **clause 5(1)** will be entered into a junior category (**Junior Entries**) and all entries received from Eligible Entrants aged 10 years old and over, and shortlisted in accordance with **clause 5(1)** will be entered into a senior category (**Senior Entries**).

SCIENCE OF THE SNOWY SCHEME

PCYC NSW COMPETITION AND HOLIDAY PROGRAM 2022

- (4) All valid entries shortlisted in accordance with **clause 5(2)** will be judged between 9:00am AEDT on 21 February 2022 and 5:00pm AEDT on 25 February 2022 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 the Junior Entries, and one (1) winner and one (1) runner up from the Senior Entries). The independent judging panel will judge the winners based on the judging criteria specified in **clause 5(2)**, at its discretion and the decision will be final and binding on the Entrants and no further communication will be entered into.
- (5) By no later than Monday, 28 February 2022, 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/pcyc-program.
- (6) If a Winner
 - (a) responds before 18 March 2022, they will have been deemed to have accepted their Prize (**Winner's Acceptance**); or
 - (b) fails to respond before 18 March 2022, their Prize will be deemed unclaimed then the Prize will be forfeited. It is the Winner's responsibility to respond.
- (7) 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.
- (8) 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 and PCYC to use the Winner's entry, details, voice, image, video, likeness and photographs for promotional, marketing and publicity purposes on the websites of the Promoter and PCYC or in other forms of social media or on other websites or in any other media used by the Promoter or PCYC for an indefinite time without any further attribution, reference, payment or other compensation to the Winner.

7. PRIZE DETAILS

- (1) The Prize will expire on 31 January 2023
- (2) It is the responsibility of the Prize Winner to organise transport to/from Cooma and Tumut (as applicable).
- (3) The Prize Winner and their companions are responsible for their own travel insurance for the period of travel.
- (4) 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

SCIENCE OF THE SNOWY SCHEME

PCYC NSW COMPETITION AND HOLIDAY PROGRAM 2022

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.

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 PCYC, 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 <http://www.snowyhydro.com.au/pcyc-program>.

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.