

**Jacana Energy – Back to school Competition
Terms and Conditions**

1. The promoter of this competition is Power Retail Corporation T/A Jacana Energy (ABN 65 889 840 667) of 24 Mitchell Street, Darwin, NT. Telephone 1800 522 262 (Promoter).
2. This competition is not open to employees (and their immediate families) of the Promoter and agencies or people associated with the development of this promotion are ineligible to enter.
3. The promotion is open from 9.00am ACST on 4 February 2021 and closes at 1pm ACST on 11 February 2021 ("Promotion Period").
4. Information on eligibility to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
5. Failure by the Promoter to enforce any of its rights under or in connection with these Terms and Conditions at any stage does not constitute a waiver of those rights.
6. There is one entry allowed per person (in their capacity as an individual) into the competition. An eligible entry in an individual capacity is one submitted by a single Eligible Entrant who, if chosen to be a winning entrant, will nominate the sole recipient of the relevant prize.
7. Entries that are reasonably considered to be incomprehensible by the judges will not be judged as part of the competition.
8. This is a game of chance.
9. Judging will take place at the office of the Promoter on Friday 12 February, 2020. If for whatever reason an individuals are not able to take the prize, the judging panel will select another random entry.
10. The winner will be notified by the Promoter via Facebook messenger and announced on the Promoter's Facebook page.
11. The promoter's decision is final and no correspondence will be entered into after the winner is announced.
12. There are four (4) prizes:
 - **Major Prizes – A Jacana Energy electricity credit voucher, valued at \$50**
 - The competition winner can nominate to gift the \$50 voucher to another Jacana Energy account holder. To do so, they will need to provide us with the nominated name and Jacana Energy account number. Once this has been supplied, the nominated account holder will receive confirmation of the \$50 credit to their account. Jacana Energy cannot forward this confirmation to the prize winner as this is in breach of our privacy guidelines.
13. If for any reason a winner does not take the prize or an element of the prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
14. If for any reason the winner of a prize does not take the prize or an element of the prize by the time stipulated by the Promoter (76 hours from contact), then the Promoter may, at its absolute discretion, decide to give the unclaimed prize to another randomly selected entry.

19. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes 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 out of the Promotion, including, but not limited to, where arising out of the following:
- a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b) any theft, unauthorised access or third party interference;
 - c) 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;
 - d) any variation in prize value to that stated in these Terms and Conditions;
 - e) any tax liability incurred by a winner or entrant; or
 - f) use of the prize.
21. As a condition of accepting the prize, the winner may be required to sign legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
22. Acceptance of Privacy Policy.
- By entering this competition entrants agree to Jacana Energy's privacy policy.** Our privacy policy explains what information we collect, why we collect it and how we protect that information. Please review the Privacy Policy if you require further information about your rights to access your personal information, how to make a privacy complaint or how to opt out of receiving direct marketing. Our privacy policy which is located on our website at jacanaenergy.com.au/privacy.
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