

Unitywater Tap In To Win Competition Terms and Conditions

1. The Northern SEQ Distributor-Retailer (ABN 89 791 717 472) trading as Unitywater of Ground Floor, 33 King Street Caboolture in the State of Queensland ('Promoter') is conducting the Competition.

Entry into Competition

2. By entering the Competition in any way, the entrant is deemed to accept these Terms and Conditions.
3. Entries must be made during the Competition Period.
4. Entrants warrant that they are an Eligible Entrant at the time of entry into the Competition and at all times during the Competition Period.
5. Entrants agree to enter the Competition in accordance with the Competition Entry Method.
6. Entrants acknowledge and agree that if:
 - a. they are not an Eligible Entrant at the time of entry into the Competition and at all times during the Competition Period; or
 - b. the entry is not in accordance with the Competition Entrance Method,the Promoter:
 - c. may at its sole and absolute discretion decide that the entry is invalid, disqualified, or otherwise void; and
 - d. is not liable to the entrant or any other party for any loss, damage, cost, expense, claim or other liability howsoever arising.

Prizes, Draws and Redraws

7. The Promoter offers the Total Prize to the total winners of the Competition.
8. All valid entries will be entered into the Competition draw.
9. The Promoter will Draw the Prize at the Location for Draw and at the Dates and Times for Draw.
10. Where a Redraw is required, the Promoter will Redraw at the Location for Redraw and at the Dates and Times for Redraw.
11. Prize winners need not be present at the draw.
12. The Prize(s) are allocated to the winner(s) in the order they are drawn.
13. The Promoter may, in its sole and absolute discretion, draw additional reserve entry winners and record them in order (Reserve Prize Winners) on a list for the Prize draw.
14. In the event a Prize winner is ineligible or disqualified from winning a Prize, the next

Reserve Prize Winner on the list for the winner selection will receive a Prize.

15. Entrants agree that all lists of Reserve Prize Winners are confidential.

Notification of Prize winners

16. Prize winners (including redrawn Prize winners) will be notified by the Prize Winner Notification Method.
17. The Promoter may publish the Winner Publication Details on the Promoter's website: www.unitywater.com in accordance with the Prize Winner Publication after notifying the Prize winner of their win, for a period of at least 28 days after the winner selection, unless the Prize winner provides written request to the Promoter not to publish their details.
18. If the Prize winner does not notify the Promoter that the Prize winner accepts their Prize in response to the Promoter's notification and within 48 hours of notification under paragraph 16, the Prize winner forfeits the Prize and the Promoter may award the Prize to a Reserve Prize Winner.

Receipt of Prizes

19. The Promoter will not charge the Prize winner any costs for accepting a Prize.
20. The Prize is at the risk of the Prize winner after the Prize leaves the Promoter's possession. This includes where the Prize is posted to the Prize winner.
21. Subject to clause 19, the Prize winner is liable for any costs or liability (including but limited to tax liability) arising as a result of accepting a Prize. Prize winners have the opportunity to seek independent financial advice prior to accepting the Prize.
22. The Prizes will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion acting reasonably.
23. As a condition of accepting the Prize, the Prize winner must agree to the terms of entry to the Competition, and sign any legal or other documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity.
24. The Prize winners will be able to receive their Prize by the Prize Availability Date in accordance with the Prize Receipt Method.
25. Unless expressly stated in these Terms and Conditions, all Prizes or parts of Prizes are non-transferable, non-exchangeable, non-refundable, non-replaceable, and non-redeemable for another prize, including

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cash, except at the Promoter's discretion and subject to relevant legislation.

Promoter's rights

26. Entrants are responsible for all costs they incur in relation to entering the Competition. The Promoter is not liable for any costs incurred by the entrant.
27. The Promoter has no responsibility or liability to any person for any cause or event which results in failure of any person to enter the Competition during the Competition Period.
28. The Promoter may, at any time and in its sole and absolute discretion:
 - a. take any steps and accept any evidence to verify the validity of entries and entrants (including an entrant's identity, residence and age);
 - b. decide that an entry is invalid if the entry is incomplete or not in accordance with these Terms and Conditions, the Promoter reasonably suspects the entry has been submitted using false, incorrect, fraudulent or misleading information (including but not limited to account ownership, identity, residency and age), the entry has been submitted through the use of multiple identities, email addresses or accounts;
 - c. disqualify any entrant:
 - i. where an entrant notifies the Promoter that it withdraws consent in relation to any part of these Terms and Conditions;
 - ii. who the Promoter has reason to believe has breached any of these Terms and Conditions, or has tampered with the entry process;
 - iii. who the Promoter considers in its sole and absolute discretion has acted in a manner that is disruptive, dishonest or engaged in any unlawful conduct or other conduct which the Promoter considers in its sole and absolute discretion to jeopardise the fair and proper conduct of this Competition or is abusive, discriminatory, defamatory, bullying, harassing or intimidating;
 - iv. who the Promoter considers in its sole and absolute discretion has promoted graphic violence, suicide, self-harm, drug use, hateful conduct, nudity, sexualised or otherwise graphic content;

v. who has published private information of another person; or

vi. who in the Promoter's sole and absolute discretion does not otherwise reflect community standards; and

d. accept any entry as valid notwithstanding any errors or omissions.

29. The Promoter reserves all rights to recover from any entrant or purported entrant any loss, damage or other compensation arising from the failure of the entrant or purported entrant to comply with these Terms and Conditions.

Privacy and consent

30. Entrants agree that personal information provided by an entrant to the Promoter for the purpose of entering this Competition will be collected, used and disclosed in accordance with the Promoter's privacy policy. A copy of the privacy policy is available at www.unitywater.com/privacy.
31. Entrants agree to provide the Promoter with a statement if requested in the event they are a Prize winner.
32. The Promoter may use the entrant's name, likeness, image, photograph, video, voice and/or statement in the event they are a Prize winner in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any goods or services of the Promoter including community-related services, unless the Prize winner provides written request to the Promoter not to publish such material.
33. Subject to these Terms and Conditions, personal information collected by the Promoter will be kept strictly confidential and will not be sold, reused, rented, loaned or otherwise disclosed to any third party except in accordance with these Terms and Conditions, and the Promoter's privacy policy, the *Right to Information Act 2009* (Qld), as requested by the State of Queensland, the relevant regulatory authority in each State or Territory, or as otherwise required or permitted by law.
34. The entrants agree that the Promoter owns all entries and all intellectual property rights in relation to all photographs, films, recordings or other material provided by the entrant (including any statements made pursuant to clause 31) in relation to entry into the Competition.

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Other information incorporated into Terms

- 35. Information on how to enter this Competition and Prize information forms part of these Terms and Conditions.
- 36. If any inconsistency arises between the information at clause 35 and these Terms and Conditions, these Terms and Conditions prevail to the extent of the inconsistency.

General

- 37. Failure by the Promoter to enforce any of its rights at any time does not constitute a waiver of those rights.
- 38. The Promoter's decisions are final. The Promoter is not required to enter into any correspondence with any entrant or purported entrant in relation to this Competition.
- 39. The Promoter, in its sole and absolute discretion, reserves the right to substitute any Prize (or a part of a prize) with a prize to the equal value and/or specification, subject to any directions from a regulatory authority.
- 40. If this Competition is not capable of being conducted as reasonably anticipated due to anything beyond the reasonable control of the Promoter, or is interfered with in any way, including but not limited to by, war, civil unrest, strike, riot, crime, power failure, natural disaster, weather event, computer virus, tampering or technical failure or unauthorised intervention, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant or invalidate any entry; or (b) subject to written approval from any relevant regulatory authority, to modify, suspend, terminate or cancel this Competition.
- 41. The Promoter may assign or novate its rights and responsibilities under this agreement to any third party at its sole discretion.
- 42. The Promoter bears no liability or responsibility for any issues or faults of any telephone network or lines, computer systems, servers, providers, computer equipment, software, technical problems or traffic congestion, including but not limited to any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading any materials related to this Competition.
- 43. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) is not

responsible and excludes all liability for: any tort (including negligence) or contractual claim; any personal injury, illness or death; any loss or damage (including loss of opportunity) suffered by any entrant, account owner or Prize winner, whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to 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 incorrect or incomplete information which may be communicated in the course of administering this Competition; (d) any entry or Prize claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (e) any variation in Prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a Prize winner or entrant; or (g) use of a Prize.

- 44. This agreement is governed by the laws of Queensland.
- 45. This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Each entrant and participant releases Facebook completely in relation to this Competition.

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Schedule

Competition name Tap In To Win Competition

Competition timeframes

Competition Period From the Competition Start Time to the Entry Close Time

Competition Start Time Friday, 4 December 2020 at 10:00am

Entry Close Time Round 1: Monday 21 December 2020 at 11:59pm AEST
Round 2: Tuesday 30 March 2021 11:59pm AEST
Round 3: Tuesday 29 June 2021 11:59pm AEST

Competition End Time Wednesday, 30 June 2021 at 11:59pm AEST

Eligible Entrants

Eligible Entrants Eligible entrants are:

- a) registered for Unitywater's My Account
- b) holders of a current residential Unitywater water and/or sewerage account;
- c) Australian residents;
- d) over 18 years of age; and
- e) not Ineligible Entrants

Ineligible Entrants Individuals who are directors or employees of the Promoter or their family member. Family member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

Competition Entry Method

Method of entry Eligible Entrants may enter the Competition by submitting an online entry form via the link provided after customers have logged in to My Account.

Entrants may be provided additional entries by also answering any optional additional questions in the entry form.

Maximum number of entries Each Eligible Entrant may only submit one entry form per week. Entries submitted by an entrant in excess of one entry form per week will be considered invalid.

Description of Prizes, Draw(s) and Redraw(s)

Prize

Prize Visa gift card to the value of \$500.00 AUD.
Five (5) Prizes of \$500.00 AUD will be drawn each round.

Prize per round

Number of rounds Three (3)

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Total Prize \$7500.00 AUD (comprising 15 Prizes)

Draw and Redraw

Location for Draw 6-10 Maud Street, Maroochydore Queensland 4558.

Date(s) and Time(s) for Draw
Round 1: Tuesday, 22 December 2020 at 12:00pm AEST
Round 2: Thursday 1 April 2021 at 12:00pm AEST
Round 3: Thursday 1 July 2021 at 12:00pm AEST

Location for Redraw 6-10 Maud Street, Maroochydore Queensland 4558.

Date(s) and Times(s) for Redraw (if required)
Round 1: Thursday 21 January 2021 at 12:00pm AEST
Round 2: Friday 30 April 2021 at 12:00pm AEST
Round 3: Friday 30 July 2021 at 12:00pm AEST

Method of Draw Each player is to have a fair and equal chance of winning the Prize in the Competition subject to whether or not the player had to use their knowledge, skills or judgement to enter the Competition in the first instance. As such, selection of Prize winners is to be decided entirely or partly by chance in the following way: an approved electronic drawing system known as 'DrawMyComp' will be utilised to randomly select entrants with an eligible entry to win 1 of 5 Prizes.

Prize winner notification

Prize Winner Notification Method Prize winners will be notified within three (3) business days of the date of the draw via phone and/or in writing via email address, as well as their postal address if required, as per the details stored in the Unitywater system against the account number entered into the competition entry form. Due to the proximity of the draw date to Unitywater's Christmas shut down period Round 1 winners will be firstly contacted by phone. It is the customer's responsibility to ensure their contact details are correct within the Unitywater system.

Prize Winner Publication Other than publication on Unitywater's website at www.unitywater.com/tap-in-to-win, according to clause 17 of these Terms and Condition, there will be no additional publication of Winner Publication Details including publication in any local newspaper circulating through an Australian State/Territory.

Winner Publication Details Prize winners agree that their name, photo and a quote be used for promotional purposes.

Date(s) and Time(s) for Publishing Winners
Round 1: Wednesday, 23 December 2020 at 12:00pm AEST
Round 2: Friday, 2 April 2021 at 12:00pm AEST
Round 3: Friday, 2 July 2021 at 12:00pm AEST

Dates (s) and Time(s) for Publishing Redraw Winners
Round 1: Friday, 22 January 2021 at 12:00pm AEST
Round 2: Monday, 3 May 2021 at 12:00pm AEST
Round 3: Monday, 2 August 2021 at 12:00pm AEST

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Prize availability and receipt

Prize Availability Date	Within seven (7) days of being notified of winning the Prize.
Prize Receipt Method	Prize winners will be given the option to collect their Prize or to receive it by post to the address associated with their Unitywater account. For Round 1, Prizes will need to be collected by 3pm on Thursday 24 December 2020 or after 9am on Tuesday 5 th January or sent by post.

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