



Power Down Pledge - community

A. HOW TO ENTER

To be eligible to enter, Eligible Entrants must register to undertake the Power Down Pledge by visiting www.westernpower.com.au/powerdown and following the prompts to the competition entry page, inputting the requested details including their Name, Phone, Email and submitting the fully completed entry form by 5pm, 8 March 2010.

The Power Down Pledge encourages individuals to take the pledge to reduce their energy use this summer. Individuals agree to read the tips and agree to implement as many as they can, including setting their air conditioner to 24C.

B. TERMS AND CONDITIONS

1. There is no cost to enter this competition.
2. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
3. Entry is only open to Western Australian residents aged 18 years or over entering on behalf of a business or residence located in Western Australia ("**Eligible Entrants**").
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter the business/resident part of the form. Immediate family means any of the following: spouse, de-facto spouse, child or step-child (whether natural or by adoption).
5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. Incomplete or indecipherable entries will be deemed invalid.
7. Only one entry permitted per business or household.
8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
9. Promotion commences on 8am 31 January 2010. Entries close 5pm 8 March 2010.
10. The draw will take place on 5pm, 8 March 2010 at Western Power: 363 Wellington Street, Perth, WA, 6000.
11. The winners will be notified by mail and the winners will be contacted directly by Western Power on 15 March 2009.

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12. The Promoter's decision is final and no correspondence will be entered into.
13. The first four valid entries drawn will each win a \$2,000 gift card for an energy efficient appliance from Rick Hart.
14. The \$2,000 appliance voucher will be redeemed from Rick Hart for appliances that meet a minimum of a four star energy rating.
15. The prizes will be awarded to the resident of the home or owner of the respective business. The owner of a winning business may transfer the prize to any employee of that business. The owner must notify (in writing) the Promoter of that intended transfer within 2 months and must not transfer the prize without the Promoter's approval. Approval of the transfer is at the Promoter's sole discretion.

Rick Hart Gift Card Terms & Conditions

- a. Excludes agency products including Asko, Falcon, Gaggenau, Jenn-Air, Miele, DeDietrich, Liebherr and Neff products.
- b. Applies to advertising and ticketed pricing.
- c. The Gift Card expires 12 months from the date of issue located on the reverse of the card.
- d. The Rick Hart Gift Card is not redeemable for cash.
- e. No Change will be given. The card is partially redeemable and it is up to the cardholder to use the full value within the validity period. Any unused balance will not be refunded or credited when the card expires.
- f. Redeemable only at participating Rick Hart stores. Excludes Franchise; Albany, Katanning and Broome stores
- g. Where the cost of the purchase exceeds the available card balance, the cardholder will be required to make up the difference with an alternative form of payment.
- h. Rick Hart disclaims any responsibility for lost or stolen cards.
16. Other than as stipulated in paragraph 15 a prize or any unused portion of a prize, is not transferable or exchangeable.
17. Subject to the unclaimed prize draw paragraph, 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.
18. Total prize pool value is \$8,000.
19. A draw for any unclaimed prize may take place on 2 months after the initial prize draw at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner(s) will be contacted directly by Western Power.
20. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. 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.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. There is no additional cost to the participant to register his/her name other than the cost of the participant to access the website via the internet service provider.
23. 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.
24. As a condition of accepting the prize, the winner must 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.
25. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
26. The Promoter is Western Power (ABN 18540492861) of 363 Wellington Street, Perth, WA, 6000, telephone 13 10 87.

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